



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

**April 18, 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 Mayor. 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](mailto: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. April 4, 2016 Regular Meeting
- ii. April 11, 2016 Study Session

B. Claims Approval:

- i. Approval of the checks/vouchers numbers 59089 and 59105-59184 in the amount of \$83,675.99.
- ii. Approval of the payroll disbursement of 4/5/2016 and related check numbers 3975-3978 and 59090-59104 in the amount of \$264,707.20

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.

C. Ordinance Adoption – Electric Code Update

**6. Public Hearings**

A. Ordinance Adoption – Clear, Grade & Fill Code Update

**7. Regular Agenda**

A. Ordinance Adoption – Clear, Grade & Fill Code Update

B. Resolution Approval – PSRC Comprehensive Plan Work Plan

C. Bid Award – Milton Way Pedestrian Improvements

D. Contract Approval – Comcast – Joint Trench Agreement

E. Contract Approval – Century Link – Joint Trench Agreement

F. Contract Approval – DKS Associates

G. Contract Approval & Lease Agreement – East Pierce Fire District

H. Zoo & Trek Authority Board Position Ballot

**8. Council Reports**

**9. Mayor's Report**

**10. 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**  
**Monday, April 4, 2016**  
**7:00 p.m.**

**CALL TO ORDER**

Mayor Perry called the Regular Meeting to order at 7:09 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, City Engineer Mark Howlett, Surface Water Compliance Officer Jamie Carter, and City Clerk Bolam

**ADDITIONS / DELETIONS**

Mayor Perry deleted Item 8D, Surplus Approval, as it was determined that the vehicle had previously been surplused.

**PRESENTATIONS**

- A. Swearing-In of New Officer – Josh Beauchamp
- B. Recognition of Sergeants

Mayor Perry conducted a swearing in ceremony for new Police Officer Josh Beauchamp and a recognition ceremony for Sergeants Luckman, Hume, and Takiguchi.

Sergeants provided a brief history of their time with the City and current duties.

**CITIZEN PARTICIPATION**

| <b>Speaker</b>                  | <b>Comments</b>  |
|---------------------------------|--|
| Fife Councilwoman<br>Kim Roscoe | Spoke regarding a new fundraiser “Cat Fight 2016” Volleyball Game between the staffs of the CJHS Cougars vs the SLMS Sabers - a cross-town rivalry – taking place at SLMS on April 15. |

## **CONSENT AGENDA**

Approval of:

- A. Minutes
  - i. March 21, 2016 Regular Meeting
- B. Voucher and Payroll Approval
  - i. Approval of the checks/vouchers numbered 59019-59088 in the amount of \$450,904.33.
  - ii. Approval of the payroll disbursement of 3/20/2016 and related checks numbered 3972-3974 and 59009-59018, in the amount of \$172,987.28.

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

## **PUBLIC HEARINGS**

- A. Ordinance – 1<sup>st</sup> Budget Amendment

Director Garrison introduced this item.

At 7:52 pm, Mayor Perry opened the Public Hearing on the 1<sup>st</sup> Budget Amendment.

There was no public comment.

The public hearing was closed at 7:53 pm.

## **REGULAR MEETING**

- A. Ordinance Adoption – 1<sup>st</sup> Budget Amendment

Director Garrison provided for questions.

**MAYOR PRO TEM ZAROUDNY MOVED**, seconded by Councilmember Whalen, to adopt the Budget Amendment Ordinance as presented.

Councilmembers spoke in favor of the increased information and confidence in the city's budget and financial handling.

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

- B. Ordinance Adoption – Lodging Excise Tax

Director Garrison provided further detail on this item.

**COUNCILMEMBER MORTON MOVED**, seconded by Councilmember Bennest, to adopt the Ordinance amending the Lodging Tax Code as presented. **Passed 7/0.**

### C. Ordinance 1<sup>st</sup> Reading – Clear, Fill & Grade Permit

City Engineer Howlett and Surface Water Compliance Officer Carter explained this proposed ordinance, which would detail the process for obtaining a permit for clear, fill and grade activities.

Some discussion ensued.

### D. Resolution – Surplus of Public Works 1972 4Flusher Truck

Mayor Perry explained that this item is not necessary, as it was discovered that the Flusher truck had already been surplused. But she pointed out the spreadsheet showing the condition of the public works fleet.

## **COUNCIL REPORTS**

Councilmember Johnson

- Lots of cars at the new coffee shop!

Councilmember Morton

- Noticed some buildings demolished at corner with Edgewood

Councilmember Ott

- Noticing more and more traffic making its way through Milton
- Noticing up-tick in real estate sales

Councilmember Manley

- Expressed agreement with the increase in traffic and real estate sales

Councilmember Bennest

- Representative Hickel visiting Edgewood Karate tomorrow

Councilmember Whalen

- Expressed caution regarding school zone driving
- Storm pond on 28<sup>th</sup> behind La Petite Academy that hasn't been locked
- Pedestrian safety crosswalk lights are getting good use

## **STAFF REPORTS**

Surface Water Compliance Officer Carter

- April 23 will be an Earth Day event, beautifying a storm pond area along the Interurban Trail

Chief Hernandez

- Explained that the school zone lights are set by the City of Fife
- Dumping behind Albertson's being monitored
- Caught two of the trailhead bandits
- Officers handed out ice cream bars at a recent PTA event
- Traffic through Milton likely to get much worse with the growth in surrounding communities

**MAYOR'S REPORT**

- Attended Kiwanis breakfast last week
- Benches are installed in the Park
- Future topics coming to council
- Meetings regarding the trash buildup near dumpsters
- Milton Days plans
- Albertson's scheduled to open in August
- Court workers will be assigned to the overgrown ivy on the trail
- Employees have earned the WellCity Award again, so the city will receive a 2% discount off health insurance premiums

**ADJOURNMENT**

Adjourned at 8:55 p.m.

\_\_\_\_\_  
Debra Perry, Mayor

ATTEST:

\_\_\_\_\_  
Katie Bolam, City Clerk

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

**April 11, 2016**  
**Monday**

**Study Session**  
**7:00 p.m.**

**1. Call Back to Order**

Mayor Perry called the meeting to order at 7:05 p.m. and conducted the flag salute.

**2. Roll Call**

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

Absent: Councilmember Bennest

Staff: Police Chief Hernandez, Finance Director Garrison, Interim Public Works Director Howlett, and City Clerk Bolam

**3. Study Items**

**a. Fire Station Building**

Mayor and Chief explained the status of negotiations of both the fire contract and a lease agreement.

7:07 pm – A tour of the fire station was conducted.

8:15 pm – Meeting reconvened in Chambers.

Councilmembers indicated support for utilizing the fire department space for city business, expressing the importance of providing adequate work space for employees.

**b. Ordinance Amending Electric Utility Code**

Interim Director Howlett led discussion on this item, reviewing past comments by Council. Councilmembers indicated support for the ordinance as presented.

**4. Adjournment – 9:05 p.m.**

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Debra Perry, Mayor

ATTEST:

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Katie Bolam, City Clerk



# CHECK REGISTER

City Of Milton  
MCAG #: 0590

04/05/2016 To: 04/15/2016

Time: 09:43:33 Date: 04/14/2016  
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| Trans       | Date              | Type          | Acct #   | Chk #         | Claimant   | Amount          | Memo  |
|-------------|-------------------|---------------|----------|---------------|--|-----------------|---|
| <b>2218</b> | <b>04/05/2016</b> | <b>Claims</b> | <b>1</b> | <b>59089</b>  | <b>WA STATE DEPT OF LICENSING</b>                  | <b>132.00</b>   | <b>Vehicle Licenses</b>                         |
|             |                   |               |          |               | 107 - 521 20 35 004 - Vehicle Purchase             | 94.50           | #119 & 120 New Vehicles Registration            |
|             |                   |               |          |               | 107 - 521 20 48 001 - Vehicle Repairs and Mainten: | 37.50           | #13 Mayor Car Registration                      |
| <b>2311</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>E59105</b> | <b>SANDRA ALLEN</b>                                | <b>4,000.00</b> | <b>Judge Services</b>                           |
|             |                   |               |          |               | 001 - 512 50 41 000 - Professional Services        | 4,000.00        | Monthly Judge Services                          |
| <b>2312</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59106</b>  | <b>ALTEC INDUSTRIES INC.</b>                       | <b>87.59</b>    | <b>Electric Material</b>                        |
|             |                   |               |          |               | 401 - 533 50 35 000 - Small Tools and Equipment    | 87.59           | Bolt Thread Holding Side Cutter                 |
| <b>2313</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59107</b>  | <b>APPRAISAL GROUP OF THE NORTHWEST</b>            | <b>2,200.00</b> | <b>Residential Appraisal</b>                    |
|             |                   |               |          |               | 406 - 531 30 41 000 - Professional Services        | 2,200.00        | Residential Appraisal 5th Ave                   |
| <b>2314</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59108</b>  | <b>CDW GOVERNMENT, INC.</b>                        | <b>2,844.40</b> | <b>IT Material</b>                              |
|             |                   |               |          |               | 503 - 518 80 36 002 - Equipment - IT               | 2,844.40        | Toughbook Extended Warranty                     |
| <b>2315</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>E59109</b> | <b>CHASE PAYMENTECH</b>                            | <b>2,955.59</b> | <b>Credit Card Processing</b>                   |
|             |                   |               |          |               | 406 - 531 10 41 000 - Professional Services        | 591.12          | Credit Card Processing                          |
|             |                   |               |          |               | 401 - 533 10 41 000 - Professional Services        | 1,182.24        | Credit Card Processing                          |
|             |                   |               |          |               | 403 - 534 10 41 000 - Professional Services        | 1,182.23        | Credit Card Processing                          |
| <b>2316</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59110</b>  | <b>CLEARRESULT CONSULTING</b>                      | <b>890.00</b>   | <b>Ductless Heat Pump Program Support</b>       |
|             |                   |               |          |               | 401 - 533 50 33 006 - BPA Reimbursement/Incentiv   | 890.00          | Ductless Heat Pump Program Support              |
| <b>2317</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59111</b>  | <b>DKS ASSOCIATES</b>                              | <b>2,219.88</b> | <b>Consulting Services</b>                      |
|             |                   |               |          |               | 401 - 533 10 41 000 - Professional Services        | 2,219.88        | Energy Efficiency Consulting                    |
| <b>2318</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59112</b>  | <b>G.W. INC.</b>                                   | <b>545.91</b>   | <b>Police Firearms</b>                          |
|             |                   |               |          |               | 107 - 521 20 35 001 - Firearms                     | 545.91          | Glock Gen-4                                     |
| <b>2319</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59113</b>  | <b>GREATER FEDERAL WAY CHAMBER OF COMMERCE</b>     | <b>790.00</b>   | <b>Annual Membership</b>                        |
|             |                   |               |          |               | 001 - 518 50 49 001 - Misc/Dues & Memberships      | 790.00          | Annual Membership                               |
| <b>2320</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59114</b>  | <b>HD FOWLER</b>                                   | <b>272.16</b>   | <b>Park Repair</b>                              |
|             |                   |               |          |               | 001 - 576 80 48 000 - Repair & Maintenance         | 272.16          | Double Check Valve Olympic View Park            |
| <b>2321</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59115</b>  | <b>HD SUPPLY WATERWORKS</b>                        | <b>364.36</b>   | <b>Water Material</b>                           |
|             |                   |               |          |               | 403 - 534 50 31 000 - Office and Operating Supplie | 364.36          | Fitting, Joints & Caps                          |
| <b>2322</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59116</b>  | <b>HONEY BUCKET</b>                                | <b>169.63</b>   | <b>Monthly Rental</b>                           |
|             |                   |               |          |               | 001 - 576 80 45 000 - Operating Rentals and Lease: | 169.63          | Monthly Rental I-Trail                          |
| <b>2323</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>E59117</b> | <b>KANSAS STATE BANK</b>                           | <b>8,109.03</b> | <b>Vector Truck Payment</b>                     |
|             |                   |               |          |               | 406 - 591 31 78 000 - LOCAL Financing-Principal    | 8,078.98        | Vector Truck Payment                            |
|             |                   |               |          |               | 406 - 592 31 81 000 - LOCAL Financing-Interest     | 30.05           | Vector Truck Payment                            |
| <b>2324</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59118</b>  | <b>KING COUNTY FINANCE</b>                         | <b>13.49</b>    | <b>Property Tax Assessments</b>                 |
|             |                   |               |          |               | 001 - 553 60 51 000 - Noxious Weed Assessment      | 13.49           | Property Tax Assessments                        |
| <b>2325</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59119</b>  | <b>KORUM AUTOMOTIVE GROUP</b>                      | <b>139.49</b>   | <b>Fleet Repair</b>                             |
|             |                   |               |          |               | 107 - 521 20 48 001 - Vehicle Repairs and Mainten: | 139.49          | #4021 Tailgate Repair                           |
| <b>2326</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59120</b>  | <b>LARSEN SIGN CO. INC</b>                         | <b>700.16</b>   | <b>New Car Lettering; New Vehicle Lettering</b> |
|             |                   |               |          |               | 107 - 521 20 35 004 - Vehicle Purchase             | 350.08          | #120 Complete Vehicle Lettering                 |
|             |                   |               |          |               | 107 - 521 20 35 004 - Vehicle Purchase             | 350.08          | #119 Complete Vehicle Lettering                 |
| <b>2327</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59121</b>  | <b>LLOYD ENTERPRISES, INC.</b>                     | <b>111.54</b>   | <b>PW Material</b>                              |
|             |                   |               |          |               | 406 - 531 30 31 000 - Operating Supplies           | 111.54          | Back Fill                                       |

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

04/05/2016 To: 04/15/2016

Time: 09:43:33 Date: 04/14/2016  
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| Trans | Date       | Type   | Acct # | Chk #  | Claimant   | Amount   | Memo                                 |
|-------|------------|--------|--------|--------|--|----------|--------------------------------------|
| 2328  | 04/11/2016 | Claims | 1      | 59122  | WILLIAM MACK                                       | 1,166.00 | Police Services                      |
|       |            |        |        |        | 107 - 521 40 49 002 - Misc/Trng, Registrations     | 1,166.00 | Public Safety Bike Course            |
| 2329  | 04/11/2016 | Claims | 1      | 59123  | NATIONAL SAFETY, INC.                              | 659.30   | Electric Material                    |
|       |            |        |        |        | 401 - 533 50 31 000 - Operating Supplies           | 659.30   | Safety Line Connectors               |
| 2330  | 04/11/2016 | Claims | 1      | 59124  | NAVIA BENEFIT SOLUTIONS                            | 50.00    | FSA Admin Fees                       |
|       |            |        |        |        | 001 - 517 30 49 000 - FSA Plan Fees                | 50.00    | FSA Administrative Fee               |
| 2331  | 04/11/2016 | Claims | 1      | 59125  | NAVIA BENEFIT SOLUTIONS                            | 118.00   | FSA Claims; FSA Claims               |
|       |            |        |        |        | 001 - 589 17 01 000 - Discovery Benefit Pmts       | 89.00    | FSA Claims                           |
|       |            |        |        |        | 001 - 589 17 01 000 - Discovery Benefit Pmts       | 29.00    | FSA Claims                           |
| 2332  | 04/11/2016 | Claims | 1      | 59126  | NEWS TRIBUNE, THE                                  | 157.98   | Legal Notice; Legal Notice           |
|       |            |        |        |        | 001 - 511 60 41 002 - Advertising                  | 66.64    | Budget Amendment Ordinance           |
|       |            |        |        |        | 001 - 511 60 41 002 - Advertising                  | 91.34    | Ordinance 16-1889                    |
| 2333  | 04/11/2016 | Claims | 1      | 59127  | PIERCE CO BUDGET & FINANCE                         | 262.39   | Court Remittance                     |
|       |            |        |        |        | 001 - 586 12 00 000 - Crime Victims Comp Fund      | 262.39   | Court Remittance - Crime Victim      |
| 2334  | 04/11/2016 | Claims | 1      | 59128  | PIERCE COUNTY BUDGET & FINANCE                     | 417.46   | Property Tax Assessments             |
|       |            |        |        |        | 001 - 553 60 51 000 - Noxious Weed Assessment      | 417.46   | Property Tax Assessments             |
| 2335  | 04/11/2016 | Claims | 1      | 59129  | PIERCE COUNTY COMMUNITY NEWSPAPER GROUP            | 600.00   | Monthly Mailing Service              |
|       |            |        |        |        | 001 - 513 10 41 002 - Advertising                  | 120.00   | Monthly Mailing Service              |
|       |            |        |        |        | 107 - 521 20 41 002 - Advertising                  | 120.00   | Monthly Mailing Service              |
|       |            |        |        |        | 406 - 531 30 41 002 - Advertising                  | 120.00   | Monthly Mailing Service              |
|       |            |        |        |        | 401 - 533 10 41 002 - Advertising                  | 120.00   | Monthly Mailing Service              |
|       |            |        |        |        | 403 - 534 50 41 002 - Advertising                  | 120.00   | Monthly Mailing Service              |
| 2336  | 04/11/2016 | Claims | 1      | 59130  | PLATT ELECTRIC SUPPLY                              | 204.30   | Facilities Supplies                  |
|       |            |        |        |        | 001 - 518 30 31 000 - Operating Supplies           | 204.30   | Diffusers Admin                      |
| 2337  | 04/11/2016 | Claims | 1      | 59131  | RANGLES SAND & GRAVEL INC                          | 995.33   | PW Material; Stormwater Material     |
|       |            |        |        |        | 406 - 531 30 31 000 - Operating Supplies           | 192.89   | Crushed Rock                         |
|       |            |        |        |        | 406 - 531 30 47 000 - Public Utility Services      | 138.64   | Fill Recycle                         |
|       |            |        |        |        | 401 - 533 50 31 000 - Operating Supplies           | 219.06   | Crushed Rock                         |
|       |            |        |        |        | 403 - 534 50 31 000 - Office and Operating Supplie | 225.69   | Crushed Rock                         |
|       |            |        |        |        | 101 - 542 30 31 000 - Office and Operating Supplie | 219.05   | Crushed Rock                         |
| 2338  | 04/11/2016 | Claims | 1      | E59132 | ROB REED   | 81.00    | Mileage Reimbursement                |
|       |            |        |        |        | 503 - 518 80 43 000 - Travel                       | 81.00    | Mileage Reimbursement IT             |
| 2339  | 04/11/2016 | Claims | 1      | 59133  | SHRED-IT USA LLC                                   | 128.12   | Shredding Services                   |
|       |            |        |        |        | 001 - 514 20 41 000 - Professional Services        | 20.00    | Shredding Services Finance           |
|       |            |        |        |        | 107 - 521 20 41 000 - Professional Services        | 108.12   | Shredding Services Police            |
| 2340  | 04/11/2016 | Claims | 1      | 59134  | STANDARD PARTS CORPORATION (NAPA)                  | 26.16    | Fleet Material                       |
|       |            |        |        |        | 501 - 548 30 34 000 - Parts                        | 26.16    | #34 Ignition Coil                    |
| 2341  | 04/11/2016 | Claims | 1      | 59135  | SYSTEMS FOR PUBLIC SAFETY, INCL.                   | 312.41   | Vehicle Repair; Vehicle Repair       |
|       |            |        |        |        | 107 - 521 20 48 001 - Vehicle Repairs and Mainten: | 97.64    | #877 Exchange Wheels                 |
|       |            |        |        |        | 107 - 521 20 48 001 - Vehicle Repairs and Mainten: | 214.77   | Screen Install Kit Multiple Vehicles |

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

04/05/2016 To: 04/15/2016

Time: 09:43:33 Date: 04/14/2016  
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| Trans       | Date              | Type          | Acct #   | Chk #         | Claimant   | Amount           | Memo  |
|-------------|-------------------|---------------|----------|---------------|--|------------------|---|
| <b>2342</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59136</b>  | <b>TEST AMERICA</b>                                | <b>105.00</b>    | <b>Electric Services</b>  |
|             |                   |               |          |               | 401 - 533 50 41 000 - Professional Services        | 105.00           | Testing For PCB In Transformers                                       |
| <b>2343</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59137</b>  | <b>UNIFIRST CORPORATION</b>                        | <b>232.59</b>    | <b>Uniforms; Uniforms</b>   |
|             |                   |               |          |               | 001 - 518 30 20 002 - Uniforms                     | 6.71             | Uniforms  |
|             |                   |               |          |               | 406 - 531 30 20 002 - Uniforms                     | 10.73            | Uniforms  |
|             |                   |               |          |               | 401 - 533 50 20 002 - Uniforms                     | 77.94            | Uniforms  |
|             |                   |               |          |               | 403 - 534 50 20 002 - Uniforms                     | 7.09             | Uniforms  |
|             |                   |               |          |               | 403 - 534 50 20 002 - Uniforms                     | 55.67            | Uniforms  |
|             |                   |               |          |               | 101 - 542 30 20 002 - Uniforms                     | 27.53            | Uniforms  |
|             |                   |               |          |               | 501 - 548 30 20 002 - Uniforms                     | 40.21            | Uniforms  |
|             |                   |               |          |               | 001 - 576 80 20 002 - Uniforms                     | 6.71             | Uniforms  |
| <b>2344</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59138</b>  | <b>US BANK</b>                                     | <b>425.00</b>    | <b>Admin Fee - Water Revenue Bond</b>                                 |
|             |                   |               |          |               | 403 - 534 10 41 000 - Professional Services        | 425.00           | Admin Fee - Water Revenue Bond  |
| <b>2345</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59139</b>  | <b>WA STATE TREASURER</b>                          | <b>17,558.89</b> | <b>Court Remittance &amp; Bldg Code Fees</b>                          |
|             |                   |               |          |               | 001 - 586 00 00 001 - Building Code Fee            | 31.50            | Building Code Fees  |
|             |                   |               |          |               | 001 - 586 83 00 000 - Trama/Auto Theft/Brain Inju  | 1,411.21         | Court Remittance  |
|             |                   |               |          |               | 001 - 586 88 00 000 - State General Fund 54 (PSE)  | 95.01            | Court Remittance  |
|             |                   |               |          |               | 001 - 586 89 00 000 - Death Investigation Account  | 632.25           | Court Remittance  |
|             |                   |               |          |               | 001 - 586 91 00 000 - State General Fund 40 (PSE)  | 8,249.25         | Court Remittance  |
|             |                   |               |          |               | 001 - 586 92 00 000 - State General Fund 50 (PSE)  | 3,894.79         | Court Remittance  |
|             |                   |               |          |               | 001 - 586 97 00 000 - JIS                          | 2,844.32         | Court Remittance  |
|             |                   |               |          |               | 001 - 586 99 00 000 - School Zone Safety           | 400.56           | Court Remittance  |
| <b>2346</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59140</b>  | <b>WATER MANAGEMENT LABORATORIES</b>               | <b>255.00</b>    | <b>Water Testing</b>  |
|             |                   |               |          |               | 403 - 534 51 41 000 - Professional Services        | 255.00           | Water Testing   |
| <b>2347</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>59141</b>  | <b>WICKLANDER-ZULAWSKI &amp; ASSOC</b>             | <b>395.00</b>    | <b>Training</b>   |
|             |                   |               |          |               | 107 - 521 40 49 002 - Misc/Trng, Registrations     | 395.00           | Adv Criminal Interview/Interrogation -Johnson                         |
| <b>2348</b> | <b>04/11/2016</b> | <b>Claims</b> | <b>1</b> | <b>E59142</b> | <b>XPRESS BILL PAY ACCOUNTS PAYABLE</b>            | <b>853.55</b>    | <b>Online Web Payment Services Fee</b>                                |
|             |                   |               |          |               | 406 - 531 10 41 000 - Professional Services        | 281.67           | Online Web Payment Services Fee                                       |
|             |                   |               |          |               | 401 - 533 10 41 000 - Professional Services        | 290.21           | Online Web Payment Services Fee                                       |
|             |                   |               |          |               | 403 - 534 10 41 000 - Professional Services        | 281.67           | Online Web Payment Services Fee                                       |
| <b>2392</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b> | <b>59143</b>  | <b>AED BRANDS</b>                                  | <b>60.00</b>     | <b>AED Supplies</b>   |
|             |                   |               |          |               | 001 - 518 30 31 000 - Operating Supplies           | 60.00            | AED Wall Sign   |
| <b>2393</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b> | <b>59144</b>  | <b>ANIXTER INC</b>                                 | <b>4,724.32</b>  | <b>Electric Material; Electric Material</b>                           |
|             |                   |               |          |               | 401 - 533 50 31 000 - Operating Supplies           | 2,608.53         | Wire, Clamps & Bolts  |
|             |                   |               |          |               | 401 - 533 50 31 000 - Operating Supplies           | 2,115.79         | Wire  |
| <b>2394</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b> | <b>59145</b>  | <b>CHUCKALS</b>                                    | <b>174.49</b>    | <b>PW Supplies</b>  |
|             |                   |               |          |               | 001 - 518 30 31 000 - Operating Supplies           | 34.90            | Work Orders   |
|             |                   |               |          |               | 406 - 531 30 31 000 - Operating Supplies           | 34.90            | Work Orders   |
|             |                   |               |          |               | 403 - 534 50 31 000 - Office and Operating Supplie | 34.90            | Work Orders   |
|             |                   |               |          |               | 101 - 542 30 31 000 - Office and Operating Supplie | 34.90            | Work Orders   |
|             |                   |               |          |               | 001 - 576 80 31 000 - Operating Supplies           | 34.89            | Work Orders   |
| <b>2395</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b> | <b>59146</b>  | <b>CLEARRESULT CONSULTING</b>                      | <b>1,413.24</b>  | <b>Program Services; Program Services; Ductless Heat Pump Program</b> |
|             |                   |               |          |               | 401 - 533 50 33 006 - BPA Reimbursement/Incentiv   | 67.80            | Program Services Feb 2016   |
|             |                   |               |          |               | 401 - 533 50 33 006 - BPA Reimbursement/Incentiv   | 55.44            | Program Services Dec 2015   |

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| Trans Date  | Type              | Acct #              | Chk #    | Claimant                                      | Amount          | Memo   |
|-------------|-------------------|---------------------|----------|---|-----------------|--|
|             |                   | 401 - 533 50 33 006 |          | BPA Reimbursement/Incentiv                    | 1,290.00        | Ductless Heat Pump Program                   |
| <b>2396</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59147 COBALT STORAGE</b>                   | <b>135.00</b>   | <b>Archive Storage</b>                       |
|             |                   | 001 - 518 50 45 000 |          | Operating Leases                              | 135.00          | Archive Storage                              |
| <b>2397</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59148 FERGUSON ENTERPRISES, INC. #1539</b> | <b>718.98</b>   | <b>PW Material</b>                           |
|             |                   | 401 - 533 50 31 000 |          | Operating Supplies                            | 359.49          | 12 Volt Battery                              |
|             |                   | 403 - 534 50 31 000 |          | Office and Operating Supplie                  | 359.49          | 12 Volt Battery                              |
| <b>2398</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59149 GOOD TO GO!</b>                      | <b>7.00</b>     | <b>Toll Bill</b>                             |
|             |                   | 107 - 521 20 43 000 |          | Travel  | 7.00            | Toll Bill                                    |
| <b>2399</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59150 GRAINGER INC</b>                     | <b>271.26</b>   | <b>Fleet Material; Fleet Material</b>        |
|             |                   | 501 - 548 30 31 000 |          | Office & Operating Supplies                   | 252.84          | Paint, Tape, Velcro & Sprayer                |
|             |                   | 501 - 548 30 34 000 |          | Parts   | 18.42           | #20 Ball Socket Connector                    |
| <b>2400</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59151 GRAY &amp; OSBORNE INC</b>           | <b>767.27</b>   | <b>Engineering Services</b>                  |
|             |                   | 631 - 586 00 00 005 |          | Using Deposit                                 | 767.27          | 300 Birch Street Development Review          |
| <b>2401</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59152 HD SUPPLY WATERWORKS</b>             | <b>1,111.62</b> | <b>Water Material</b>                        |
|             |                   | 403 - 534 50 31 000 |          | Office and Operating Supplie                  | 1,111.62        | Meter Boxes                                  |
| <b>2402</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59153 ICMARC</b>                           | <b>250.00</b>   | <b>Quarterly Plan Fee</b>                    |
|             |                   | 401 - 533 10 20 000 |          | Personnel Benefits                            | 250.00          | Quarterly Benefit Fee                        |
| <b>2403</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59154 JCI JONES CHEMICALS INC.</b>         | <b>2,141.00</b> | <b>Water Supplies</b>                        |
|             |                   | 403 - 534 51 31 000 |          | Office and Operating Supplie                  | 2,141.00        | Chlorine                                     |
| <b>2404</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59155 JET CHEVROLET</b>                    | <b>69.28</b>    | <b>Fleet Repair</b>                          |
|             |                   | 501 - 548 30 34 000 |          | Parts   | 69.28           | #39 Bulbs & Handle                           |
| <b>2405</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59156 LARSCO, INC</b>                      | <b>221.37</b>   | <b>Fleet Material</b>                        |
|             |                   | 501 - 548 30 31 000 |          | Office & Operating Supplies                   | 221.37          | Shop Supplies-Fuses, Clamp End Covers & Ties |
| <b>2406</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59157 MCCARTHY &amp; CAUSSEAUX, PS</b>     | <b>366.15</b>   | <b>Hearing Examiner Services</b>             |
|             |                   | 631 - 586 00 00 005 |          | Using Deposit                                 | 366.15          | Lakeside Estates Hearing Examiner            |
| <b>2407</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59158 NEWS TRIBUNE, THE</b>                | <b>123.43</b>   | <b>Legal Notice</b>                          |
|             |                   | 001 - 558 50 41 002 |          | Advertising                                   | 123.43          | NOA 807 25th Ave Ct                          |
| <b>2408</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59159 OCCUPATIONAL MEDICAL CLINIC</b>      | <b>80.00</b>    | <b>Screening</b>                             |
|             |                   | 401 - 533 50 41 000 |          | Professional Services                         | 60.00           | Resp Quest Review & Fit Test - Lee           |
|             |                   | 401 - 533 50 41 000 |          | Professional Services                         | 20.00           | Resp Quest Review - Barnhart                 |
| <b>2409</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>E59160 PIERCE COUNTY SEWER</b>             | <b>197.08</b>   | <b>Sewer; Sewer; Sewer; Sewer; Sewer</b>     |
|             |                   | 001 - 518 30 47 000 |          | Public Utility Service                        | 43.51           | City Hall Sewer                              |
|             |                   | 107 - 521 20 47 000 |          | Utilities                                     | 34.08           | PD Sewer                                     |
|             |                   | 401 - 533 50 47 000 |          | Public Utility Services                       | 31.24           | PW Shop Sewer                                |
|             |                   | 001 - 569 00 47 000 |          | Public Utilities-SC                           | 34.07           | MAC Sewer                                    |
|             |                   | 001 - 575 50 47 000 |          | Public Utilities Services                     | 18.88           | Community Building Sewer                     |
|             |                   | 001 - 576 80 47 000 |          | Public Utility Service                        | 35.30           | Oak St Community Park Sewer                  |
| <b>2410</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59161 CATHY PILO</b>                       | <b>350.00</b>   | <b>AC Rental Deposit Refund</b>              |
|             |                   | 001 - 586 00 00 002 |          | Refund Facility Deposit                       | 350.00          | AC Rental Deposit Refund                     |
| <b>2411</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59162 PRO-BUILD</b>                        | <b>24.05</b>    | <b>Police Compound</b>                       |
|             |                   | 107 - 521 20 48 002 |          | Facility Repairs and Mainten                  | 24.05           | All Thread Rods                              |
| <b>2412</b> | <b>04/13/2016</b> | <b>Claims</b>       | <b>1</b> | <b>59163 RIGHT! SYSTEMS, INC</b>              | <b>246.15</b>   | <b>Phones System Programming</b>             |

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| Trans       | Date              | Type          | Acct #   | Chk #         | Claimant   | Amount          | Memo  |
|-------------|-------------------|---------------|--|---------------|--|-----------------|---|
|             |                   |               | 503 - 518 80 41 001 - Professional Services - IT   |               |  | 246.15          | Phone System Programming                    |
| <b>2413</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b>   | <b>59164</b>  | <b>RWC GROUP</b>   | <b>573.32</b>   | <b>Fleet Materials; Fleet Materials</b>     |
|             |                   |               | 501 - 548 30 34 000 - Parts                        |               |  | 256.65          | #48 Filters, Belt & Gasket                  |
|             |                   |               | 501 - 548 30 34 000 - Parts                        |               |  | 316.67          | #48 Oil & Fluid                             |
| <b>2414</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b>   | <b>59165</b>  | <b>STANDARD PARTS CORPORATION (NAPA)</b>                         | <b>77.72</b>    | <b>Fleet Material</b>                       |
|             |                   |               | 501 - 548 30 31 000 - Office & Operating Supplies  |               |  | 77.72           | Auto Transmission Fluid - Stock             |
| <b>2415</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b>   | <b>59166</b>  | <b>UNIFIRST CORPORATION</b>                                      | <b>228.32</b>   | <b>Uniforms; Uniforms</b>                   |
|             |                   |               | 001 - 518 30 20 002 - Uniforms                     |               |  | 6.51            | Uniforms                                    |
|             |                   |               | 406 - 531 30 20 002 - Uniforms                     |               |  | 10.42           | Uniforms                                    |
|             |                   |               | 401 - 533 50 20 002 - Uniforms                     |               |  | 77.94           | Uniforms                                    |
|             |                   |               | 403 - 534 50 20 002 - Uniforms                     |               |  | 7.09            | Uniforms                                    |
|             |                   |               | 403 - 534 50 20 002 - Uniforms                     |               |  | 54.06           | Uniforms                                    |
|             |                   |               | 101 - 542 30 20 002 - Uniforms                     |               |  | 26.74           | Uniforms                                    |
|             |                   |               | 501 - 548 30 20 002 - Uniforms                     |               |  | 39.05           | Uniforms                                    |
|             |                   |               | 001 - 576 80 20 002 - Uniforms                     |               |  | 6.51            | Uniforms                                    |
| <b>2416</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b>   | <b>E59167</b> | <b>US BANK ACCOUNTABILITIES</b>                                  | <b>151.39</b>   | <b>Copier Lease</b>                         |
|             |                   |               | 107 - 521 20 45 000 - Operating Rentals and Lease: |               |  | 151.39          | PD Clerk Copier Lease & Annual Property Tax |
| <b>2417</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b>   | <b>59168</b>  | <b>TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY</b> | <b>38.00</b>    | <b>Safekeeping Fees</b>                     |
|             |                   |               | 001 - 514 20 49 000 - Miscellaneous                |               |  | 38.00           | Safekeeping Fees                            |
| <b>2418</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b>   | <b>59169</b>  | <b>HAROLD WITTMAN</b>  | <b>1,200.00</b> | <b>Heat Pump Incentive</b>                  |
|             |                   |               | 401 - 533 50 33 006 - BPA Reimbursement/Incentiv   |               |  | 1,200.00        | Heat Pump Incentive                         |
| <b>2419</b> | <b>04/13/2016</b> | <b>Claims</b> | <b>1</b>   | <b>E59170</b> | <b>DARRIN ZUMACH</b>   | <b>50.32</b>    | <b>Mileage Reimbursement</b>                |
|             |                   |               | 001 - 517 90 43 000 - Travel - Employee Wellness   |               |  | 50.32           | Mileage Reimb - Wellness Summit             |
| <b>2420</b> | <b>04/15/2016</b> | <b>Claims</b> | <b>1</b>   | <b>59171</b>  | <b>A WORKSAFE SERVICE, INC.</b>                                  | <b>52.00</b>    | <b>Drug Testing</b>                         |
|             |                   |               | 107 - 521 20 20 000 - Personnel Benefits           |               |  | 52.00           | New Hire Drug Test                          |
| <b>2421</b> | <b>04/15/2016</b> | <b>Claims</b> | <b>1</b>   | <b>59172</b>  | <b>COMCAST BUSINESS</b>  | <b>1,524.94</b> | <b>Phone &amp; Internet</b>                 |
|             |                   |               | 001 - 513 10 42 000 - Communication                |               |  | 76.25           | Phones & Internet                           |
|             |                   |               | 001 - 514 20 42 000 - Communication                |               |  | 76.25           | Phones & Internet                           |
|             |                   |               | 001 - 518 30 42 000 - Communication                |               |  | 38.12           | Phones & Internet                           |
|             |                   |               | 001 - 518 90 42 000 - Communication                |               |  | 38.12           | Phones & Internet                           |
|             |                   |               | 107 - 521 20 42 000 - Communication                |               |  | 228.74          | Phones & Internet                           |
|             |                   |               | 406 - 531 10 42 000 - Communication                |               |  | 152.49          | Phones & Internet                           |
|             |                   |               | 401 - 533 10 42 000 - Communications               |               |  | 335.49          | Phones & Internet                           |
|             |                   |               | 403 - 534 10 42 000 - Communication                |               |  | 350.74          | Phones & Internet                           |
|             |                   |               | 101 - 542 30 42 000 - Communication                |               |  | 76.25           | Phones & Internet                           |
|             |                   |               | 501 - 548 30 42 000 - Communications               |               |  | 38.12           | Phones & Internet                           |
|             |                   |               | 001 - 558 50 42 000 - Communications               |               |  | 38.12           | Phones & Internet                           |
|             |                   |               | 001 - 558 60 42 000 - Communication                |               |  | 38.12           | Phones & Internet                           |
|             |                   |               | 001 - 576 80 42 000 - Communication                |               |  | 38.13           | Phones & Internet                           |
| <b>2422</b> | <b>04/15/2016</b> | <b>Claims</b> | <b>1</b>   | <b>59173</b>  | <b>CITY OF FIFE</b>  | <b>304.00</b>   | <b>Jail Services</b>                        |
|             |                   |               | 107 - 523 60 51 000 - Intergov. Jail Services      |               |  | 304.00          | Jail Services - February                    |
| <b>2423</b> | <b>04/15/2016</b> | <b>Claims</b> | <b>1</b>   | <b>59174</b>  | <b>GALLS, LLC</b>  | <b>1,047.16</b> | <b>Uniform; Uniforms; Uniforms; Uniform</b> |
|             |                   |               | 107 - 521 20 20 002 - Uniforms                     |               |  | 59.08           | Rotating Sidebreak Scabbard - Belkuchamp    |

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| Trans Date   | Type              | Acct #                | Chk #    | Claimant                                    | Amount           | Memo   |
|--|-------------------|-----------------------|----------|---|------------------|--|
|  |                   | 107 - 521 20 20 002 - |          | Uniforms                                    | 192.69           | Folding Knife & Flashlight - Beauchamp             |
|  |                   | 107 - 521 20 20 002 - |          | Uniforms                                    | 132.44           | Baton - Beauchamp                                  |
|  |                   | 107 - 521 20 20 002 - |          | Uniforms                                    | 132.44           | Baton - Beauchamp                                  |
|  |                   | 107 - 521 20 20 002 - |          | Uniforms                                    | 530.51           | Uniform Gear - Beauchamp                           |
| <b>2424</b>  | <b>04/15/2016</b> | <b>Claims</b>         | <b>1</b> | <b>59175 JORDON M HARDER</b>                | <b>696.83</b>    | <b>Refund inactive customer credit balance</b>     |
|  |                   | 406 - 343 10 00 000 - |          | Storm Drainage Fees                         | -302.26          |  |
|  |                   | 401 - 343 30 00 000 - |          | Electric Sales                              | 54.07            |  |
|  |                   | 403 - 343 40 10 000 - |          | Water Sales                                 | -463.64          |  |
|  |                   | 401 - 369 90 00 401 - |          | Misc Revenue                                | 15.00            |  |
| <b>2425</b>  | <b>04/15/2016</b> | <b>Claims</b>         | <b>1</b> | <b>59176 NATIONAL SAFETY, INC.</b>          | <b>89.73</b>     | <b>Electric Material Returned; Police Material</b> |
|  |                   | 107 - 521 20 35 000 - |          | Small Tools and Equipment                   | 531.89           | Non-Spike Flare & Reflective Strips                |
|  |                   | 401 - 533 50 31 000 - |          | Operating Supplies                          | -442.16          | Return Of Fire Retardent Harnesses                 |
| <b>2426</b>  | <b>04/15/2016</b> | <b>Claims</b>         | <b>1</b> | <b>59177 CITY OF PUYALLUP</b>               | <b>5,170.00</b>  | <b>Jail Services</b>                               |
|  |                   | 107 - 523 60 51 000 - |          | Intergov. Jail Services                     | 5,170.00         | Jail Services January                              |
| <b>2427</b>  | <b>04/15/2016</b> | <b>Claims</b>         | <b>1</b> | <b>59178 TARRA SHAW</b>                     | <b>0.70</b>      | <b>Refund inactive customer credit balance</b>     |
|  |                   | 403 - 343 40 10 000 - |          | Water Sales                                 | -0.70            |  |
| <b>2428</b>  | <b>04/15/2016</b> | <b>Claims</b>         | <b>1</b> | <b>59179 SUMNER, CITY OF</b>                | <b>2,030.88</b>  | <b>Animal Control</b>                              |
|  |                   | 107 - 554 30 51 107 - |          | Animal Control                              | 2,030.88         | Animal Control - April                             |
| <b>2429</b>  | <b>04/15/2016</b> | <b>Claims</b>         | <b>1</b> | <b>59180 SUNNYSIDE, CITY OF</b>             | <b>4,074.00</b>  | <b>Jail Services</b>                               |
|  |                   | 107 - 523 60 51 000 - |          | Intergov. Jail Services                     | 4,074.00         | Jail Services February                             |
| <b>2430</b>  | <b>04/15/2016</b> | <b>Claims</b>         | <b>1</b> | <b>59181 STEVEN L TOMASO</b>                | <b>230.15</b>    | <b>Refund inactive customer credit balance</b>     |
|  |                   | 406 - 343 10 00 000 - |          | Storm Drainage Fees                         | -26.55           |  |
|  |                   | 401 - 343 30 00 000 - |          | Electric Sales                              | -177.53          |  |
|  |                   | 403 - 343 40 10 000 - |          | Water Sales                                 | -41.57           |  |
|  |                   | 401 - 369 90 00 401 - |          | Misc Revenue                                | 15.50            |  |
| <b>2431</b>  | <b>04/15/2016</b> | <b>Claims</b>         | <b>1</b> | <b>59182 STEVEN L TOMASO</b>                | <b>82.71</b>     | <b>Refund inactive customer credit balance</b>     |
|  |                   | 401 - 343 30 00 000 - |          | Electric Sales                              | -98.21           |  |
|  |                   | 401 - 369 90 00 401 - |          | Misc Revenue                                | 15.50            |  |
| <b>2432</b>  | <b>04/15/2016</b> | <b>Claims</b>         | <b>1</b> | <b>59183 VERSATILE MOBILE SYSTEMS, INC.</b> | <b>1,002.10</b>  | <b>Police Material</b>                             |
|  |                   | 107 - 521 20 35 002 - |          | Equip Purchase - WASPC                      | 1,002.10         | Barcode Scanner Kits                               |
| <b>2433</b>  | <b>04/15/2016</b> | <b>Claims</b>         | <b>1</b> | <b>59184 ERIKA WHITNEY</b>                  | <b>51.32</b>     | <b>Refund inactive customer credit balance</b>     |
|  |                   | 406 - 343 10 00 000 - |          | Storm Drainage Fees                         | -17.08           |  |
|  |                   | 401 - 343 30 00 000 - |          | Electric Sales                              | -7.49            |  |
|  |                   | 403 - 343 40 10 000 - |          | Water Sales                                 | -26.75           |  |
|  |                   |                       |          |   | 25,482.15        |  |
|  |                   |                       |          |   | 384.47           |  |
|  |                   |                       |          |   | 18,276.38        |  |
|  |                   |                       |          |   | 14,063.94        |  |
|  |                   |                       |          |   | 7,508.27         |  |
|  |                   |                       |          |   | 12,299.32        |  |
|  |                   |                       |          |   | 1,356.49         |  |
|  |                   |                       |          |   | 3,171.55         |  |
|  |                   |                       |          |   | 1,133.42         |  |
|  |                   |                       |          |   | <b>83,675.99</b> | <b>Claims:</b>                                     |
| * Transaction Has Mixed Revenue And Expense Accounts |                   |                       |          |   | <b>83,675.99</b> |  |





**To:** Mayor Perry and City Council Members  
**From:** Betty J. Garrison, Finance Director  
 Mark Howlett, Interim Public Works Director  
**Date:** April 18, 2016  
**Re:** Ordinance Adoption – Amending Electric Utility Code

**ATTACHMENTS:** Proposed Ordinance

**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing  Expenditure

**Recommended Motion:** Milton

**Fiscal Impact:** Milton

**Issue:** Milton Municipal Code and current practices need to be brought into alignment.

**Background:** This was discussed at the February 8 study session, at the February 16 and March 7 regular council meetings, and at the April 11 study session.

**Discussion:**

1. Section 13.08.040 (B)(3) has been the target of concerned discussion, and is presented here as recommended by legal counsel. This language directs anyone looking for electrical conversion and/or rewiring permit requirements to the appropriate “permitting authority”; currently that is Tacoma Power.

Proposed MMC Section 13.080.040 (B) is shown below:

**13.08.040 Permit fees – New service connection – Conversion and rewiring.**

B. Conversion and Rewiring.

1. The service provided will be a review by the Electric Department to determine if the conversion or rewire requested will require increased transformer capacity or service drop replacement.
2. The installation or alteration to meet the increased load will be made by the Electric Department when necessary after the posted approval of the conversion or rewire by Tacoma Power. ~~the State Electrical Inspection Section.~~
3. ~~The City Tacoma Power will not require a permit modification if that modification is determined to be any installation of a new light fixture, one or two receptacles in an existing room or some other minor change when multiple modifications are proposed to the wiring of a building.~~ Electrical

Permits are required for the installation, alteration, or maintenance of all electrical systems or equipment consistent with the requirements of state law and regulations as administered by the permitting authority.

This is clarified within Tacoma Power's code, as identified below:

#### 2.04.210 Permits required.

An Electrical Permit shall be applied for and purchased before electrical equipment may be installed, altered, or repaired. An Electrical Permit is required for the installation, alteration, or maintenance of all electrical systems or equipment, including, but not limited to, when removal of a Tacoma Power owned electric meter is necessary to perform any electrical work.

Exceptions:

- A. Like-in-kind replacement of a contactor, relay, timer, starter, electronic circuit board, or similar control component, household appliance, circuit breaker, fuse, residential luminaire, lamp, snap switch, dimmer, receptacle outlet, thermostat, heating element, luminaire ballast with an exact same ballast, component(s) of electric signs, outline lighting, skeleton lighting or skeleton neon tubing where the electrical system is not modified, 10 horsepower or smaller motor;
- B. Induction detection loops described in WAC 296-46B-300(2) and used to control gate access devices;
- C. Heat cable repair; and
- D. Embedding pre-manufactured heat mats in tile grout where the mat is listed by an approved testing laboratory and comes from the manufacturer with pre-connected lead-in conductors. All listing marks and lead-in conductor labels must be left intact and visible for evaluation and inspection by the installing electrician and the electrical inspector. (Ord. 28300 Ex. A; passed Jun. 30, 2015)

This is further clarified within Tacoma Power's Customer Services Handbook:

#### **2.4 General Conditions for Services**

C. Customers must obtain a Tacoma Power electrical permit before performing any modifications to their electrical installations.

#### 2. These additional changes are recommended to meet current and best practices:

##### 13.08.040 New service connection – Conversion and rewiring

- Section A.3 and B.2 – Changing out the inspecting authority from Washington Department of Labor and Industries to Tacoma Power.
- Section B.3 – Amending requirements.

##### 13.08.070 – Amending requirements.

##### 13.08.100 – Underground distribution installation on private property

- Section A.2 – clarification of costs
- Section A.4 – changing cost calculations
- Section A.5.b – clarification of responsibility

##### 13.08.110 – Service Connection – Overhead and underground requirements

- Section B – Clarification of responsibility

##### 13.08.130 – Meter – Installation - Testing

- Section B – Updating Cost

##### 13.08.280 – Electric utility – Regular and commercial service rates

- Section B – Clarification
- Section C – Changing effective date to May billing.

##### 13.08.310 – Yard light rentals. – rates covered in Section 13.08.280

**CITY OF MILTON, WASHINGTON  
ORDINANCE NO. 16 - #####**

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, CONCERNING THE PROVISIONS OF THE CITY OF MILTON'S ELECTRICAL UTILITY CODE; AMENDING MILTON MUNICIPAL CODE SECTIONS 13.08.040, 13.08.070, 13.08.100, 13.08.110, 13.08.130, 13.08.140, 13.08.280, AND 13.08.310; PROVIDING FOR SEVERABILITY AND, AUTHORIZING SUMMARY PUBLICATION BY ORDINANCE TITLE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Milton strives to maintain consistency between the Milton Municipal Code and current and best practices; and

WHEREAS, the City Code for the Electric Utility requires updates to bring current code consistent with current and best practices; **NOW, THEREFORE,**

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

Section 1. That the following Sections of Chapter 13.08 ELECTRIC UTILITY are amended as follows (additions shown by underline and deletions shown by strikeout):

**13.08.040 Permit fees – New service connection – Conversion and rewiring.**

A. New Service.

1. A new service is not to exceed 150 feet.
2. Service shall include placing a temporary meter on an approved placed pole as determined by the Electrical Department and erected by the applicant or his contractor.
3. Connection shall be complete with the setting of the permanent electric meter and when final approval of electrical inspection has been posted by Tacoma Power. ~~the Electrical Inspection Section of the Department of Labor and Industries, State of Washington.~~

B. Conversion and Rewiring.

1. The service provided will be a review by the Electric Department to determine if the conversion or rewire requested will require increased transformer capacity or service drop replacement.

2. The installation or alteration to meet the increased load will be made by the Electric Department when necessary after the posted approval of the conversion or rewire by Tacoma Power, ~~the State Electrical Inspection Section~~.

3-~~The City Tacoma Power will not require a permit modification if that modification is determined to be any installation of a new light fixture, one or two receptacles in an existing room or some other minor change when multiple modifications are proposed to the wiring of a building.~~ Electrical Permits are required for the installation, alteration, or maintenance of all electrical systems or equipment consistent with the requirements of state law and regulations as administered by the permitting authority.

### **13.08.060 Electric bills – Payment – Delinquency – Turn on fees.**

All electric bills are payable at the Administration Office of City Hall ~~from 8:00 a.m. to 5:00 p.m.~~ during regular business hours, Monday through Friday. The City Hall is closed on legal holidays. Payment may be made by mail, electronic payment or via the drop box as well as in person during regular business hours. All electric bills are past due after the 15th day of the month following billing or after the first business day following the 15th if that date is on the weekend or holiday, and service may be discontinued until paid in full. In the event service is discontinued, energy will not be made available until all balances are paid in full, plus a turn on fee, according to the City's fee schedule.

### **13.08.070 Underground distribution systems required when – Trench separation.**

A. It is the desire of the City to require the distribution system to be installed underground in plats and subdivisions. Exceptions to this rule could be certain short and long plats where a continuation of the existing overhead distribution would be determined by the City.

B. In areas where underground distribution is required, the developer shall furnish and install at his expense all items necessary to complete the distribution system within the plat. Prior to construction, the developer shall submit a plan designed by an engineer and approved by the City.

C. Where primary distribution is required to be extended into private property, the alternatives of overhead versus underground construction shall be determined by the City. In most situations, underground installation will be preferred.

D. Both underground primary and secondary installation shall not be jointly trenched with water or sewer, and a minimum distance of three ~~five~~ feet separation shall be maintained at all times.

E. All underground primary will be in conduit. Telephone or cable TV wiring will not be allowed in the same conduit used for electrical wires.

**13.08.100 Underground distribution installation on private property.**

A. When the length of service exceeds capabilities of servicing by a secondary connection, then primary distribution shall be installed. The customer shall pay for the following items based upon the City's cost of materials at the time of purchase:

1. Conductor, per foot: from pole top to transformer;
2. Pad-mount transformers:
  - a. Residential development: shall pay the entire cost of transformers, to include vaults, and hardware;
  - b. Commercial development: shall pay the entire cost of transformers, to include vaults, and hardware;
3. Transformer pad;
4. Trenching and backfill at time and material plus inspection ~~\$1.25 per foot~~ (the customer may be required to trench and backfill);
5. Conduit:
  - a. Primary from pole to trans-former;

b. Secondary from the splice box ~~transformer~~ to the meter is the customer responsibility ~~if city is responsible for secondary~~.

B. Before construction, the customer shall provide the City with a feasible location of construction. A consideration of location will be provisions to connect other customers to the distribution system. An easement stipulating location and condition of use by others will be furnished to the City by the customer.

C. All equipment furnished and installed either by the customer or the City shall become and remain the property of the city.

**13.08.110 Service connection – Overhead or underground requirements.**

A. Overhead service, including all necessary equipment will be furnished and installed by the City from the existing or new pole to the customer's point of connection, the distance not to exceed 150 feet.

B. The electrical customer ~~except single-family dwelling~~ will be responsible for the secondary line from the splice box ~~transformer~~ to the meter.

C. Underground service will be optional on services less than 150 feet and shall be required where distance is between 150 feet and the maximum length allowable for secondary conductor, usually not to exceed 260 feet total.

**13.08.130 Meter – Installation – Testing.**

A. The City shall have the right to install a meter on every service connection, with or without notice to the customer, which meter shall be installed in accordance with the National Electrical Code. The property owner shall be responsible for the protection of any equipment used to service his property, excepting natural depreciation.

B. Any customer protesting that the meter on his premises is not registering correctly may apply to the Electric Department for a meter test. The meter shall be tested by an accredited laboratory and test results furnished. In the event the meter is in good order, applicant shall pay the cost of the test, plus \$100.00 ~~\$10.00~~ for delivery and labor. If the meter is in bad order, it shall be paid for by the Electric Department.

C. In case a service is without a meter for a period of time, the bill shall be estimated based upon previous consumption.

D. If a meter does not function or operate correctly due to faulty wiring on the part of the customer, the consumer shall correct said faulty wiring within 10 days, or the service will be discontinued.

E. A single phase 200 amp, 120/240-volt meter will be furnished by the City for each connection. if the customer required any other type of a meter they will pay the difference in the cost of the meter.

F. The meter shall be installed at a location approved by a representative of the City. The meter shall be accessible at all times.

**13.08.280 Electric utility – Regular and commercial service rates.**

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A. Rates and charges for residential, schools, churches, apartments, and other accounts not covered by commercial rates are as follows:

Base Rate = \$6.80

Charges for Each Kilowatt Hour = \$0.0636

B. Commercial rates and charges for all uses not listed in subsection A of this section are as follows:

|  |          |
|--|----------|
| Commercial Base Rate                       | \$14.16  |
| Booster Stations Electric                  | \$21.07  |
| 100-Watt Yard Light Electric               | \$10.20  |
| 200-Watt Yard Light                        | \$10.48  |
| 400-Watt Lights                            | \$24.72  |
| <u>Low Income</u> SR/Disability Yard Light | \$7.43   |
| Charges for Each Kilowatt Hour             | \$0.0703 |

C. On May Billing of each year, the rates established in this section shall be adjusted according to the June CPI-U index for the previous year for the Seattle-Puget Sound area.

**13.08.310 Yard light rentals.**

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The City will install, own and maintain the fixture and pole, if a pole is required. Rental rates are identified in MMC 13.08.280, as may be amended from time to time. ~~Pole rental will be \$1.25 per month. The rental charge for the fixture shall be as follows: Energy will be provided on an unmetered basis:~~

|          |        |
|----------|--------|
| 175 watt | \$3.75 |
| 250 watt | 4.25   |
| 400 watt | 5.70   |

Section 2. Effective Date. This ordinance shall be in full force and effect five (5) days after proper posting and publication. A summary of this ordinance by ordinance title may be published in lieu of publishing the ordinance in its entirety.

Section 3 Severability. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provision of this ordinance and ordinances and/or resolutions modified by it shall remain in force and effect.

PASSED AND APPROVED at the regular meeting of the Council of the City of Milton, this 16th day of February, 2016.

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DEBRA PERRY, MAYOR

ATTEST/AUTHENTICATED:

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KATIE BOLAM / CITY CLERK

ATTEST/AUTHENTICATED:

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GREG A. RUBSTELLO, CITY ATTORNEY

DATE OF PUBLICATION:  
EFFECTIVE DATE:



**To:** Mayor Perry and City Council Members  
**From:** Mark Howlett, Interim Public Works Director  
**Date:** April 18, 2016  
**Re:** Public Hearing – Clear, Grade, and Fill Code Update

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**ATTACHMENTS:** See Item 7A

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing  Expenditure

**Recommended Action:** Open the Public Hearing; receive public testimony; close the Public Hearing

**Fiscal Impact:** The proposed permitting procedure will provide a method for the City to be compensated for the time expenditure of Public Works Department personnel in both the review and the monitoring of these activities, to ensure the safety of the public and its natural resources.

---

**Issue:** To comply with state and federal law, the City of Milton must provide a permitting program through which clearing, filling and grading activities can be reviewed, permitted and monitored.

**Discussion:** The Washington State Department of Ecology requires that “clear, fill and grade” (CFG) activities be monitored for the purpose of decreasing pollution by erosion and runoff and to ensure the safety of these activities in following appropriate construction standards in reducing the risk of catastrophic slope failure, settlement and other risks.

The National Pollution Discharge Elimination System Phase II permit also requires the City to enforce a high standard of runoff control from all sites that could contribute to downstream water pollution.

The proposed permitting language will create a standard through which CFG activities will be reviewed and monitored, and a record keeping process that will provide proof of meeting established standards.

The proposed fees were established after thorough research of clearing and grading programs from surrounding communities and the financial impacts on current City resources. The intent of the fee is to help compensate for these impacts and strive towards adequate cost recovery to the City’s resources. Under RCW 82.02.050, permit fees for land development must be reasonable and limited/directly attributed to covering the cost of processing applications, reviewing and inspecting plans. The Court of Appeals has held that the fact that a city’s permit fees are comparable to those charged by neighboring jurisdictions does not automatically make them reasonable or legal under RCW 82.02.050.

A proposed CFG ordinance for establishing requirements, fees, exceptions and expiration dates is provided with Agenda Item 7A.



**To:** Mayor Perry and City Council Members  
**From:** Mark Howlett, Interim Public Works Director  
**Date:** April 18, 2016  
**Re:** Ordinance Adoption – Clear, Fill and Grade Code Update

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**ATTACHMENTS:** **Draft Clear, Fill and Grade (CFG) Ordinance**  
**Proposed CFG Permit Fee Structure**

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing  Expenditure

**Recommended Motion:** I move to adopt the attached ordinance adding a new chapter to Title 13 of the Milton Municipal Code establishing a process for land clearing, fill and grading permit applications.

**Fiscal Impact:** The proposed permitting procedure will provide a method for the City to be compensated for the time expenditure of Public Works Department personnel in both the review and the monitoring of these activities, to ensure the safety of the public and its natural resources.

---

**Issue:** To comply with state and federal law, the City of Milton must provide a permitting program through which clearing, filling and grading activities can be reviewed, permitted and monitored.

**Discussion:** The Washington State Department of Ecology requires that “clear, fill and grade” (CFG) activities be monitored for the purpose of decreasing pollution by erosion and runoff and to ensure the safety of these activities in following appropriate construction standards in reducing the risk of catastrophic slope failure, settlement and other risks.

The National Pollution Discharge Elimination System Phase II permit also requires the City to enforce a high standard of runoff control from all sites that could contribute to downstream water pollution.

The proposed permitting language (attached) will create a standard through which CFG activities will be reviewed and monitored, and a record keeping process that will provide proof of meeting established standards.

The proposed fees were established after thorough research of clearing and grading programs from surrounding communities and the financial impacts on current City resources. The intent of the fee is to help compensate for these impacts and strive towards adequate cost recovery to the City’s resources. Under RCW 82.02.050, permit fees for land development must be reasonable and limited/directly attributed to covering the cost of processing applications, reviewing and inspecting plans. The Court of Appeals has held that the fact that a city’s permit fees are comparable to those charged by neighboring jurisdictions does not automatically make them reasonable or legal under RCW 82.02.050.

A proposed CFG ordinance for establishing requirements, fees, exceptions and expiration dates is attached.

**ORDINANCE NO. xxxx-16**

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON; ADDING A NEW CHAPTER TO TITLE 13 OF THE MILTON MUNICIPAL CODE ESTABLISHING A PROCESS FOR LAND CLEARING, FILL AND GRADING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

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**WHEREAS**, clearing, fill and grading activities should be monitored and inspected to decrease pollution by erosion and runoff; and

**WHEREAS**, state and federal standards also require the City of Milton not only to monitor and inspect such activities, but also to enforce high standards of runoff control that may contribute to water pollution; and,

**WHEREAS**, the City of Milton needs to establish a permitting program through which clearing, fill, and grading activities can be monitored and inspected,

NOW, THEREFORE,

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

That a new chapter be added to Title 13 of the Milton Municipal Code entitled Chapter 13.27, Clear, Fill and Grade, to read as follows:

**13.27.010 Permit required**

- A. All clear, grade and fill activities must be approved by the public works director or designee and are subject to the provisions of the current fee schedule approved by the City Council.
- B. No person shall make changes or cause changes to be made in the surface of any land by grading, excavating, clearing, filling or disturbing the natural topsoil, vegetation other than trees, thereon without first obtaining a valid Public Works Permit allowing clearing, fill and grading, except as provided in the following exemptions, and except where other permits have been issued to perform activities which additionally permit clearing, fill and grading under the specific conditions set forth in such permits.
- C. The application form and accompanying drawings and other information shall be in a form and of a content approved by the Public Works Director or designee. The application form and other required documentation shall require the applicant to provide

documentation and information needed for the City to make a decision on the same based on the proposed project's compliance with federal, state and local laws, rules and regulations on land clearing, fill and grading.

- D. An Applicant shall be considered in violation of a permit issued under this chapter if information is withheld during the application process, or if the parameters of proposed actions change after permit approval without notifying the City of Milton. Permit violation will result in permit revocation. Any work done in permit violation will be considered work done without a permit and result in the same fines, fees and costs as set forth in Milton Municipal Code 13.27.040.

**13.27.020 Fees**

Fees for a land clearing, fill and grading permit shall be paid according to the most current adopted fee schedule.

**13.27.030 Exemption**

- A. The following activities are exempt from compliance with this chapter:
1. An excavation below finish grade for basements and footings of a building retaining wall or other structure or activity authorized by any valid building permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavations having an unsupported height greater than 5 feet after the completion of such structure;
  2. The clearing by a public agency within a public right of way or upon an easement, for the purpose of installing and maintaining water, storm, sanitary sewer mains or other public utilities. The clearing by a franchised utility within a public right of way for the purpose of installing and maintaining power, gas, or communication lines;
  3. Routine landscape maintenance involving not more than 50 cubic yards of excavation and fill on a single parcel of property within a consecutive 12-month period.
  4. Landscape installation where fill is contained to less than 1 foot of topsoil or landscape berms are constructed not exceeding 4 feet in height and 30 cubic yards in volume with side slopes flatter than 3 feet horizontal to 1-foot vertical (33 percent).
  5. Emergency situations involving immediate danger to life or property, substantial fire hazards or other public safety hazards within 7 days of the onset of the emergency or during the period covered by an emergency declaration by the City; provided verbal authorization is provided by the City and followed up with

written authorization communicating the need and verifying the nature of the emergency.

6. Routine agricultural activities such as plowing, harrowing, disking, ridging, listing, leveling and similar operations to prepare a field or crop;
  7. Cemetery graves; and
  8. Removal of non-native invasive plant species from environmentally critical lands and native growth protection easements.
- B. Except for subsections (A) (2) for maintenance only, (A) (5), and (A) (8), the exemptions set forth above shall not apply to activity within critical areas and associated buffers. All clearing and grading within critical areas and their associated buffers shall conform to the provisions of this Chapter and Chapter 18.16 MMC. In the case of any conflict between the provisions of this chapter and Chapter 18.16, the provisions of Chapter 18.16 shall prevail.

**13.27.040 Expiration and enforcement of Permit**

- A. Permits for clearing and grading shall expire 6 months after the issuance date. If the proposed project is unfinished after permit expiration, the applicant will be required to resubmit a permit application and pay 100% of the permit fee. Work done without a permit will result in a fine of triple the permit fee, plus investigation fees, plus all other City incurred costs of enforcement of this chapter, including attorney fees.
- B. Except as otherwise stated in this chapter, any violation of any provision of this chapter constitutes a civil code violation subject to and enforced pursuant to the provisions of Chapter 1.08 MMC.

Section 1. Severability. If any section, sentence, clause or phrase of this ordinance 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 2. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Milton City Council the \_\_ day of \_\_\_\_\_, 2016, and approved by the Mayor, the \_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DEBRA PERRY, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
KATIE BOLAM, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_  
GREG A. RUBSTELLO, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

of the City of Milton, Washington

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On the \_\_\_\_ day of \_\_\_\_\_, 2016, the City Council of the City of Milton, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON; ADDING A NEW CHAPTER TO TITLE 13 OF THE MILTON MUNICIPAL CODE ESTABLISHING A PROCESS FOR LAND CLEARING, FILL AND GRADING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

The full text of this Ordinance will be mailed upon request.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Katie Bolam, CITY CLERK

| Primary Dept./Code Ref. | Title   | Rate/Fee/Charge |
|-------------------------|---|-----------------|
| <b>V</b>                | <b>Zoning, Land Division, Environmental &amp; Planning</b>  |                 |
| Planning                | Impact Fees   |                 |
|                         |   |                 |
|                         |   |                 |
|                         | Planning and Land Use Fees                                  |                 |
|                         | Accessory Dwelling Units                                    | \$230.00        |
|                         | Alteration/Amendment of a Short Plat                        | \$920.00        |
|                         | Alteration/Amendment of a Subdivision                       | \$1,380.00      |
|                         | Binding Site Plan (MMC 16.30)                               | \$2,760.00      |
|                         | Boundary Line Adjustment (MMC 16.29)                        | \$230.00        |
|                         | Code Interpretation (MMC Titles 8 - 18)                     | \$230.00        |
|                         | Comprehensive Plan Amendment (MMC 17.67)                    | \$3,680.00      |
|                         | Conditional Use Permit (MMC 17.64)                          | \$2,760.00      |
|                         | Consultant Deposit - Major Construction (MMC 3.48.040)      | \$5,000.00      |
|                         | Consultant Deposit - Minor Construction (MMC 3.48.040)      | \$2,000.00      |
|                         | Critical Areas or Exemption (MMC 18.16)                     | \$460.00        |
|                         | Design Standards Review (MMC 17.43)                         | \$920.00        |
|                         | Deviation from Standards (MMC 12.24, 13.26 or 17.50)        | \$230.00        |
|                         | Final Short Plat (MMC 16.28)                                | \$460.00        |
|                         | Final Subdivision (MMC 16.12)                               | \$2,760.00      |
|                         | Home Occupation (MMC 17.44)                                 | \$230.00        |
|                         | Major Site Plan Approval (MMC 17.62)                        | \$4,600.00      |
|                         | Minor Site Plan Approval (MMC 17.62)                        | \$1,840.00      |
|                         | Major Wireless Communication Facility (MMC 17.58)           | \$4,600.00      |
|                         | Minor Wireless Communication Facility (MMC 17.58)           | \$1,840.00      |
|                         | Minor Modification to an Existing WCF (MMC 17.58.100)       | \$230.00        |
|                         | Mobile Home Park (MMC 17.60)                                | \$4,600.00      |
|                         | Nonconforming Use/Structure/Sign (MMC 17.50 and 17.52)      | \$230.00        |
|                         | Planned Development Master Plan (MMC 17.38)                 | \$9,200.00      |
|                         | Preapplication Meeting - Major Construction (MMC 17.71.070) | \$1,150.00      |
|                         | Preapplication Meeting - Minor Construction (MMC 17.71.070) | \$460.00        |
|                         | Preliminary Short Plat (MMC 16.28)                          | \$1,380.00      |
|                         | Preliminary Subdivision (MMC 16.12)                         | \$4,600.00      |
|                         | Reasonable Use Exception (MMC 17.65 and 18.16)              | \$2,760.00      |
|                         | SEPA (MMC 18.04)  | \$920.00        |
|                         | Shoreline Exemption (MMC 18.12)                             | \$230.00        |
|                         | Shoreline Substantial Development Permit (MMC 18.12)        | \$1,840.00      |
|                         | Sign Permit (MMC 17.50)                                     | \$230.00        |
|                         | Temporary Use Permit (MMC 17.56)                            | \$230.00        |
|                         | Variance (MMC 17.65)  | \$2,760.00      |
|                         | Zoning Code Amendment (MMC Title 17)                        | \$3,680.00      |
|                         | Zoning Map Amendment (MMC 17.68)                            | \$3,680.00      |



**To:** Mayor Perry and City Council Members  
**From:** Mark Howlett, Interim Public Works Director  
**Date:** April 18, 2016  
**Re:** Resolution Adopting Work Plan to Integrate the Puget Sound Regional Council's (PSRC) Conditions in the City of Milton's Comprehensive Plan

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**ATTACHMENTS:** PSRC Conditional Acceptance Letter (December 31, 2015)  
Resolution Adopting a Work Plan on Needed Changes

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing  Expenditure

**Fiscal Impact:** N/A

**Recommended Motion:** I move to approve the attached Resolution identifying receipt of PSRC's recommendations on required modifications to the City of Milton's Comprehensive Plan, and agree to the work plan of moving forward and completing any modifications to it by the April 30, 2017 deadline.

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**Issue:** In late March, Mayor Perry received the formal conditional approval letter from the Puget Sound Regional Council (Attachment 1).

In order to proceed in this process, and meet the requirements of our conditional approval, the City Council is required to pass a simple Resolution (Attachment 2) adopting a work plan to work through the requested modifications and integrate them into the City's current Comprehensive Plan.

**Background:** Staff reported that this issue would be forthcoming at the February 16, 2016 City Council meeting.

**Discussion:** This resolution does not modify anything in the City's current Comprehensive Plan, but assures that the City will continue to work on these issues and make required modifications by the June 30, 2017 deadline.

At the Planning Commission's March 23, 2016 meeting, the Commission made the recommendation for the City Council to approve the attached, revised Resolution in moving forward with a work plan to evaluate PSRC's revised changes to the City of Milton's adopted Comprehensive Plan.

The Planning Commission is nearing completion on this work and a formal recommendation from the Commission on modifications to the Comprehensive Plan are to follow shortly.

# PSRC PLAN REVIEW REPORT & CERTIFICATION RECOMMENDATION

## CITY OF MILTON COMPREHENSIVE PLAN

December 31, 2015



### BACKGROUND

The Washington State Growth Management Act calls for coordination between local, regional, and state planning efforts. To advance this coordination, state law requires PSRC to certify that regional transit plans, countywide planning policies, and local comprehensive plans within the central Puget Sound region conform to: (1) established regional guidelines and principles, (2) the adopted long-range regional transportation plan, and (3) transportation planning requirements in the Growth Management Act. Within the central Puget Sound region, the multicounty planning policies in VISION 2040 have been established as the regional guidelines and principles under Revised Code of Washington (RCW) 47.80.026. Certification of local comprehensive plans is also a requirement for jurisdictions and agencies that intend to apply for PSRC funding or proceed with any project submitted into the Regional Transportation Improvement Program, regardless of funding source.

Within the central Puget Sound region, local governments and PSRC have worked together to develop an overall process ([Adopted Policy and Plan Review Process](#), Revised September 2003) for reviewing and certifying local, countywide, regional, and transit agency policies and plans.<sup>1</sup> This process also provides an opportunity to coordinate and share information related to local and regional planning. A set of materials, compiled in a [Plan Review Manual](#), provides details on the review and certification process, background, and framework. The manual also provides guidance and checklists for aligning plans and policies with [VISION 2040](#), [Transportation 2040](#), and [Growth Management Act](#) requirements.

### DISCUSSION

This report summarizes the findings and recommendations regarding the major update to the comprehensive plan for the City of Milton, adopted by the city on June 15, 2015. PSRC last certified the Milton comprehensive plan in 2002. Since 2002 the plan has also been updated with annual amendments. PSRC staff reviewed Milton's 2015 update to its comprehensive plan, and coordinated with city staff in the development of this report.

### CERTIFICATION RECOMMENDATION

Based on the review of the City of Milton comprehensive plan, the following action is recommended to the PSRC Growth Management Policy Board, Transportation Policy Board, and Executive Board:

**The Puget Sound Regional Council conditionally certifies that the transportation-related provisions in the 2015 City of Milton comprehensive plan update conform to the Growth Management Act and are consistent with multicounty planning policies and the regional transportation plan.**

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<sup>1</sup> The certification requirement in the Growth Management Act is described in RCW 47.80. The specific requirements for transportation elements in local comprehensive plans are spelled out in RCW 36.70A.070. PSRC's Interlocal Agreement, Section VII, also provides direction for the review of local comprehensive plans and countywide policies (Resolution A-91-01, amended March 1998). The Council's Executive Board last updated its process for Policy and Plan Review in September 2003. The process is also described in VISION 2040, Part IV: Implementation.

**Conditional status is in place until the city amends the comprehensive plan to address inconsistencies between land use assumptions used in the plan and housing growth targets adopted by Pierce and King counties (see details on page 3) and make clear that all elements of the plan assume consistent 20-year growth in housing and jobs. This work will occur according to the following schedule:**

- 1. Council adoption of a work plan to address the condition identified in the certification report by April 30, 2016.**
- 2. Submission of a draft amended comprehensive plan and supporting documents that address the condition to PSRC for review and comment in advance of adoption.**
- 3. Once the condition is adequately addressed, submission of the adopted amended comprehensive plan and supporting documents by June 30, 2017, for review and certification by PSRC.**

**The city acknowledges and understands these conditions.**

The remainder of this report contains a summary of the PSRC review of the City of Kent comprehensive plan update. Under each heading, the scope of the certification review, as guided by the [Plan Review Manual](#) and Local Comprehensive Plan Checklist, is listed in high level bullets. Discussion in each topic area highlights exemplary provisions of the plan, as well as issues identified through the certification review where future work on the part of the city is needed to more fully address VISION 2040, Transportation 2040, and Growth Management Act planning requirements.

## **Part I: Conformity with Growth Management Act Transportation Planning Requirements**

### **SCOPE OF REVIEW**

The Growth Management Act (RCW 36.70A.070(6)) includes several requirements related to transportation elements in local comprehensive plans. These requirements are summarized as follows:

**Land use assumptions and forecasts of travel demand** that are internally consistent and consistent with growth targets.

**Service and facility needs**, including inventories of existing facilities, and level-of-service standards and concurrency provisions that address multiple modes of travel, planned land uses and densities, and state highways.

**Financing and investments**, including a multiyear financing plan and reassessment strategy to address potential funding shortfalls.

**Intergovernmental coordination** with neighboring cities, counties, and regional and state agencies.

**Demand management**, including programs to implement the Commute Trip Reduction Act.

**Pedestrian and bicycle planning**, including project funding and capital investments, education, and safety.

**Land uses adjacent to airports**, identifying relevant facilities, existing and planned uses, and policies that discourage incompatible uses.

Air quality is largely an interjurisdictional issue in which each jurisdiction's travel behaviors, measured through vehicle emissions, affect the regional airshed. The Washington Administrative Code (WAC) requires local transportation elements and plans to include "policies and provisions that promote the reduction of criteria pollutants" for mobile sources (WAC 173-420-080). When PSRC reviews plans, it also certifies that the comprehensive plans include air quality policies and provisions, including a commitment to meeting the requirements of applicable federal and state air quality legislation.

## **DISCUSSION: EXEMPLARY PLAN PROVISIONS**

The City of Milton’s comprehensive plan satisfies most of the transportation planning requirements of the Growth Management Act and includes adequate air quality policies and provisions. The plan includes many provisions that go above and beyond minimum requirements, including:

- ☑ The plan focuses on a 2012 community visioning process that casts Milton as a “City of Places.” These places, or special planning areas, are incorporated in all elements of the plan with special planning area-specific policies, underscoring the neighborhood and center focus of the plan. In addition, each element is guided by questions derived from the community visioning process.
- ☑ Policy MM 1.7 includes a commitment to developing a comprehensive bike and pedestrian network that links neighborhoods with activity centers and institutions, as well as neighboring jurisdictions, building off of the city’s connection to the Interurban Trail. Additional policies (MM 1.5, MM 1.13) support this network through developing clear wayfinding and signage for the network.
- ☑ Intergovernmental coordination is highlighted in the plan, and is sensitive to the context of both King and Pierce counties, multiple transit agencies, the Puget Sound Regional Council, and appropriate state agencies.

## **DISCUSSION: CONDITIONS FOR CERTIFICATION**

The city must address the following provisions of the Growth Management Act and VISION 2040 in order to maintain certified status:

- ☐ RCW 36.70A.130 requires that local comprehensive plan updates accommodate the growth projected to occur over the subsequent 20-year period. VISION 2040 (MPP-DP-3) calls for countywide adoption of housing and employment growth targets that promote the Regional Growth Strategy. MPP-T-9 calls for coordination of state, regional, and local transportation planning in support of that strategy. RCW 36.70A.070 requires the transportation element of local comprehensive plans to implement and be consistent with the land use element.

Located within two counties, the City of Milton must plan for targets set in both King and Pierce counties. For the 20-year planning period in this update, the estimated combined housing target is 300 units and the employment target 1000 jobs. The land use and housing elements of the comprehensive plan update assume growth of approximately 700 housing units between 2014 and 2035; the transportation element assumes growth of approximately 300 households. The city should amend the comprehensive plan to clarify the technical and policy basis for planned growth assumptions, to resolve inconsistencies between plan elements, and to demonstrate alignment with the adopted growth targets and support for the regional growth strategy. PSRC staff is available to provide technical guidance on reconciling the various growth assumptions and documenting data sources and policy references.

# **Part II: Consistency with Regional Plans and Policies**

## **OVERVIEW**

This section discusses consistency with the adopted multicounty planning policies (established regional guidelines and principles under RCW 47.80.026) adopted in VISION 2040, and Transportation 2040, the region’s long-range transportation plan. In addition to the multicounty planning policies, VISION 2040 contains a regional growth strategy with a preferred distribution of the region’s residential and employment growth, as well as a number of implementation actions for local governments to carry out. VISION 2040 calls for local comprehensive plans to contain a brief statement of how the plan addresses the multicounty planning policies. Each policy area addressed in VISION 2040 is discussed in turn below.

## VISION 2040 CONTEXT STATEMENT

VISION 2040 calls for local plans to include a context statement that describes how the comprehensive plan addresses regional policies and provisions adopted in VISION 2040. The city should address this provision when the plan is next amended. Examples of context statements are provided in PSRC's [Plan Review Manual](#), page 2-1.

## Environment

### SCOPE OF REVIEW

VISION 2040 calls for local comprehensive plans to address the following environmental policy topics:

**Stewardship**, including addressing the natural environment throughout the plan, decisions based on best-available science, and regional environmental initiatives.

**Earth and habitat**, including open space protection, restoration and protection of native vegetation, and coordination with adjacent jurisdictions.

**Water quality**, including actions that maintain hydrologic functions and reduce water pollution in ecosystems, watersheds, shorelines, and estuaries.

**Air quality and climate change**, addressing federal and state laws, reduction of pollutants, Puget Sound Clean Air Agency policies, and reduction of greenhouse gas emissions and adaptation to climate change.

### DISCUSSION: EXEMPLARY PLAN PROVISIONS

The city's comprehensive plan addresses the environmental policy topics in VISION 2040 with strong goals and actionable policies in all topic areas. Highlights include:

- ☑ The land use element includes proactive goals and policies for addressing climate change through mitigation and adaptation, including policies that promote energy efficiency, transportation choices, and protection of natural resources. These policies are complemented by policies in the transportation element that encourage alternatives to driving alone.
- ☑ The plan contains policies that recognize the ecosystem services provided by wetlands (EV 1.7) and other sensitive habitats, and commit to their preservation.
- ☑ A goal (UT 5) in the utilities element addresses the management of stormwater to maintain environmental quality and protect property and drinking water supplies. Implementing policies call for the city to maintain a comprehensive stormwater plan, encourage the use of Low Impact Development techniques, and ensure that regulations protect threatened and endangered species.

### DISCUSSION: AREAS FOR FURTHER WORK

The certification review did not identify any major areas for improvement of the plan to better align with regional guidelines and principles on the environment.

## Development Patterns – including Regional Growth Strategy

### SCOPE OF REVIEW

VISION 2040 calls for local comprehensive plans to address the following development patterns policy topics:

**Urban areas**, including targets for housing and employment growth, compact communities that support transit and walking, and provisions for redevelopment of underused land.

**Centers**, including planning for one or more central places as locations for compact, mixed-use development, with policies that prioritize funding to centers to advance development.

**Unincorporated urban areas**, including policies that advance annexation and orderly transition of governance.

**Resource lands**, including identification of steps to limit development.

**Regional design**, addressing local provisions that apply the Transportation 2040 Physical Design Guidelines, energy efficient building, historic preservation, and enhanced sense of community.

**Health and active living**, addressing healthy environment, physical activity and well-being, and safety.

#### **DISCUSSION: EXEMPLARY PLAN PROVISIONS**

The city's comprehensive plan addresses the development patterns policies in VISION 2040. Highlights include:

- ☑ The plan accommodates housing and jobs within locally defined centers and corridors. The plan's "City of Places" vision identifies and includes specific policies for special planning areas throughout the city to serve residents and visitors, and provide centers for economic development opportunities. The vision was created with significant input from Milton residents, a theme carried throughout the plan.
- ☑ Health and active living are advanced throughout the plan, including policies that encourage land use patterns that promote walking, biking and transit with accessibility to services and employment, construction of healthy buildings, and access to healthy foods by recognizing grocery stores as neighborhood anchors and supporting community gardens and farmers markets.
- ☑ Protection of the natural environment and responsiveness to climate change are central tenets of the plan. Notable policies and actions address partnerships for restoration of Hylebos Creek (EV 1.7-8), and promotion of community resiliency through adaptation to climate change (EV 3.2).

#### **DISCUSSION: AREAS FOR FURTHER WORK**

The city should address the following comments at the earliest opportunity through future amendments to the comprehensive plan, subarea plans, or functional plans:

- ☐ VISION 2040 (MPP-DP-11,13, MPP-T-11) calls for central places to be designated in all jurisdictions, and for those centers to be supported with priority investments and local funding. The plan identifies a Town Center Special Planning Area as a vibrant, walkable, mixed-use town center. The city should strengthen support for the town center with policies that prioritize public investments, including transportation funding, to the town center.

## **Housing**

#### **SCOPE OF REVIEW**

VISION 2040 calls for local comprehensive plans to address the following housing policy topics:

**Increased housing production opportunities**, including diverse types and styles for all income levels and demographic groups.

**Affordable housing needs**, including an assessment of existing and future housing needs based on regional and local factors, including household income, demographics, special needs populations, and adequacy of existing housing stocks.

**Regional housing objectives** in VISION 2040, including promotion of housing diversity and affordability, jobs-housing balance, housing in centers, and flexible standards and innovative techniques.

#### **DISCUSSION: EXEMPLARY PLAN PROVISIONS**

The city's comprehensive plan addresses the housing provisions contained in VISION 2040. The plan incorporates a number of best housing practices that address identified housing needs. Highlights include:

- ☑ Policies, such as Housing Policy 3.2, encourage affordable housing throughout the city, specifically through preservation, permitting manufactured housing and accessory dwelling units, inclusionary or incentive zoning, and multi-family development well-served by urban amenities.
- ☑ The housing element directs the city to work with and support social and health service organizations and state agencies that offer housing programs for low income or special needs residents, as well as residents

in crisis. Housing Policy 3.5 directs the city to compile information on these services for residents in need, and assist non-profit housing developers in finding suitable sites for affordable developments.

#### **DISCUSSION: AREAS FOR FURTHER WORK**

The city should address the following comments at the earliest opportunity through future amendments to the comprehensive plan, subarea plans, or functional plans:

- MPP H-2 calls for local plans to provide for a sufficient supply of housing to meet the needs of low and moderate income households, including through preservation, rehabilitation, and new development. Background analysis of current housing conditions in the city highlights indicators of current and potential future housing needs. The housing policies would be strengthened by responding to some of the specific needs identified. For example, data that show that more than 40% of both homeowners and renters are cost burdened suggests a need for programs to provide low income residents greater access to ownership housing. In addition, data that show that nearly half of all units are in attached or multifamily building types, which suggests a need for policies and actions to encourage preservation and production of affordable multifamily units.

## **Economy**

### **SCOPE OF REVIEW**

VISION 2040 calls for local comprehensive plans to address the following economic development policy topics:

Include an **economic development element** that addresses: business, people, and places.

**Retention and recruitment efforts** that support family wage jobs, industry clusters that export goods and services, and small businesses that are locally owned.

**Equitable benefits and impacts**, including provisions and programs that promote economic vitality in distressed areas or areas with disadvantaged populations.

**Adequate housing growth in centers** through collaboration with the private sector and provision of infrastructure.

### **DISCUSSION: EXEMPLARY PLAN PROVISIONS**

The Milton comprehensive plan update addresses many of the economic provisions of VISION 2040. Highlights include:

- The plan jointly addresses economic development and place-making, such as by encouraging compact mixed-use redevelopment in targeted locations for investment identified in the city's vision for special planning areas. Recommended economic development strategies are tailored to each special planning area and their environmental context (for example, policies addressing the West Milton Commercial District Special Planning Area).
- Policy WMCD 3.3 directs the city to regularly meet with business owners and expand outreach to industry organizations.
- Policies (PD 1.1-2) promote a vision for planned development at the Quarry Site that promotes redevelopment compatible with neighboring uses and provides new economic development opportunities.

### **DISCUSSION: AREAS FOR FURTHER WORK**

The city should address the following comments at the earliest opportunity through future amendments to the comprehensive plan, subarea plans, or functional plans:

- The city should consider how to provide more information about economic sectors and the city's actions to support economic development in either a new economic development element (recommended) or existing plan elements. This element could build on VISION 2040's framework of people, business, and

places for economic development and address the region’s industry clusters identified in the region’s economic strategy (See [VISION 2040](#) Economy section).

## Transportation

### SCOPE OF REVIEW

VISION 2040 and Transportation 2040 call for local comprehensive plans to address the following transportation policy topics:

**Maintenance, management, and safety**, including clean transportation with reductions in pollution and greenhouse gas emissions, environmental factors, health and safety, stable and predictable funding sources, system and demand management strategies, and security and emergency response.

**Support for the regional growth strategy**, including system improvements that align with planned growth, prioritized investments that support compact development in centers, joint- and mixed-use development, complete streets and improvements to promote biking and walking, and context-sensitive design.

**Improved transportation options and mobility**, including alternatives to driving alone, facilities and services for special needs transportation, avoidance of new or expanded facilities in rural areas, and financing methods.

**Linking land use and transportation**, including integrating Transportation 2040 physical design guidelines in planning for centers and transit station areas, and land development tools that promote transportation alternatives.

### DISCUSSION: EXEMPLARY PLAN PROVISIONS

The Milton comprehensive plan addresses the major transportation emphases in VISION 2040 and Transportation 2040, including maintenance, management, and safety; support for the Regional Growth Strategy; and providing greater options and mobility. Highlights include:

- Goal TR3 and its subsequent policies call for maintaining an environmentally sustainable transportation system that includes a complete multimodal transportation network, environmentally sensitive approaches to capital facilities, and transportation demand management to reduce trips.
- The plan places a clear priority on enhancing safety over expanding vehicle capacity, and notes the city has established a monitoring program to prioritize maintenance.
- Goal TL1 clearly demonstrates the link between land use and transportation, recognizing the relationship between infrastructure provision and development. Specific policies throughout the transportation element address special planning areas and context-sensitive design.

### DISCUSSION: AREAS FOR FURTHER WORK

The City of Milton should address the following regional policies, where possible, through annual amendments or in the next update of the comprehensive plan (see conditions for certification on page 3):

- VISION 2040 (MPP-T-14,15) and Transportation 2040 emphasize providing a system for all users and increasing mobility and choice in transportation. The plan includes policies and provisions addressing various users of the system. The city should build on existing policies that address multiple types of users to develop full standards for transportation facilities to serve all users safely and conveniently (i.e., “complete streets”). For more information, see the Commerce [Transportation Element Guidebook](#) (pages 134), and PSRC’s [Active Transportation Plan](#), page 43.
- The transportation and other plan elements include policies supportive of walking, biking and transit. Implementation of these policies would be strengthened through adoption of levels-of-service and a concurrency approach that addresses multiple modes. The Growth Management Act requires level of service standards for all locally owned arterials and transit routes, and the Multicounty Planning Policies call for other modes, such as biking and walking, to be addressed through concurrency. The city should

consider steps to develop such multimodal tools through future plan amendments and updates. The Washington State Department of Commerce’s [Transportation Element Guidebook](#) has information on how to set level of service standards and identify system needs (pages 143-150 and 183-189) and PSRC has resources on [multimodal concurrency](#).

## Public Services

### SCOPE OF REVIEW

VISION 2040 calls for local comprehensive plans to address the following public services policy topics:

**Promote more efficient use of existing services**, such as waste management, energy, and water supply, through conservation – including demand management programs and strategies.

**Promote renewable energy and alternative energy sources.**

**Plan for long-term water needs**, including conservation, reclamation and reuse.

### DISCUSSION: EXEMPLARY PLAN PROVISIONS

The city’s comprehensive plan update contains policies that address the public services provisions of VISION 2040. Highlights include:

- Policy UT 8.5 requires dry-line sewers in areas where septic systems are permitted, and cost-sharing for future sewer extension.
- The utilities element encourages water conservation in order to reduce impacts on water, wastewater, and surface water systems, and promote environmental health.

### DISCUSSION: AREAS FOR FURTHER WORK

The certification review did not identify any major areas for improvement of the plan to better align with regional guidelines and principles on public services.

## Conclusion

PSRC staff thanks the city for working through the plan review and certification process. PSRC is available to provide assistance for future plan updates. Additional planning resources can also be found at <http://www.psrc.org/growth/planreview/resources/>. If the city has questions or needs additional information, please contact Michael Hubner at 206-971-3289 or [mhubner@psrc.org](mailto:mhubner@psrc.org).

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, APPROVING A WORK PLAN TO ENABLE STAFF TO CONTINUE TO WORK WITH THE PUGET SOUND REGIONAL COUNCIL IN ORDER TO ADEQUATELY ADDRESS THE CONDITION, IDENTIFIED IN THE PUGET SOUND REGIONAL COUNCIL'S REVIEW REPORT AND CERTIFICATION RECOMMENDATION (DECEMBER 31, 2015) BY THE JUNE 30, 2017 DEADLINE IDENTIFIED THEREIN.

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WHEREAS, City Staff have been actively working closely with Puget Sound Regional Council Staff in addressing inconsistencies between land use assumptions used in the City's currently adopted Comprehensive Plan and making clear that all elements of the plan assume consistent 20-year growth in housing and jobs in –line with King and Pierce County growth projections, and,

WHEREAS, As a condition of the Puget Sound Regional Council's conditional approval of the City of Milton's Comprehensive Plan, the Council is required to establish a work plan/timeline by April 30, 2016 to begin addressing this issue prior to June 30, 2017, now, therefore,

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

Section 1. The City Council has received and reviewed the Puget Sound Regional Council's conditional approval letter, dated December 31, 2015 and agrees to move forward in the review process in order to make appropriate changes to the City's current Comprehensive Plan, as identified within that report, by the June 30, 2017 deadline, as

RESOLVED this 18<sup>th</sup> day of April, 2016.

APPROVED:

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DEBRA PERRY, MAYOR

ATTEST/AUTHENTICATED:

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KATIE BOLAM, CITY CLERK

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



**To:** Mayor Perry and City Council Members  
**From:** Mark Howlett, Interim Public Works Director  
**Date:** April 18, 2016  
**Re:** Construction Contract Award – Milton Way Pedestrian Improvement Project #82

**ATTACHMENTS:**    **1) Bid Results**  
                           **2) Bid Tabulation**

**TYPE OF ACTION:**

Information Only    Discussion    Action    Public Hearing    Expenditure

**Recommended Motion:** I move to authorize the Mayor to award the construction contract for the Milton Way Pedestrian Improvement Project to Rodarte Construction, Inc. in an amount of \$1,450,859.25 and authorize the Mayor to sign all necessary documents to execute such contract.

**Fiscal Impact/Source of Funds:** Funding for this contract was included in the Budget Amendment #1 adopted with Ordinance No. 1894-16 on April 4, 2016. Funding was identified and budgeted as follows:

- \$617,140 – Federal Grant Funding
- \$167,000 – Special Assessments from Comcast and Centurylink
- \$230,500 – Interfund Transfer from REET I Fund
- \$145,500 – Interfund Transfer from REET II Fund
- \$140,000 – Traffic Impact Fee Fund
- \$269,000 – Electric Capital Fund
- \$21,000 – Water Capital Fund
- \$166,000 – Stormwater Capital Fund

**\$1,756,140 TOTAL**

**Issue:** Bids for the City’s Milton Way Pedestrian Improvement Project were opened on March 22, 2016. Bids were received from six firms. The lowest responsive bidder was Rodarte Construction, Inc.

**Discussion:** The City’s Milton Way Pedestrian Improvement Project (#82) will improve Milton Way between 17<sup>th</sup> Avenue and 23<sup>rd</sup> Avenue by installing new curbs, gutters, sidewalks, streetlights and storm drainage. This project will also include the undergrounding of the overhead utilities.

The City competed for and was successful in receiving a \$692,174 federal grant for this project. Because this is a federally funded project, the Contractor is required to meet certain requirements set by the Washington State Department of Transportation (WSDOT).

Bids were received from six construction companies. The lowest bidder, Waunch Construction and Trucking, was determined by WSDOT to be non-responsive due to their failure to meet the Disadvantaged Business Enterprise goals that were set for the project.

The second lowest bidder, Rodarte Construction, Inc. has met all of the requirements set by WSDOT, and it is recommended to proceed with award and execution of the contract.

It is anticipated that construction will start in early to mid-May and be completed in late September or early-October.

**City of Milton  
Bid Opening**

**CITY OF MILTON  
MILTON WAY PEDESTRIAN IMPROVEMENTS  
BID RESULTS**

**Bid Opening: March 22, 2016**

| <b>Bid #</b> | <b>Name</b>            | <b>Bid</b>     |
|--------------|------------------------|----------------|
| 1            | Rodarte Construction   | \$1,450,859.25 |
| 2            | Active Construction    | \$1,498,498.00 |
| 3            | R.W. Scott             | \$1,612,671.35 |
| 4            | Marshbank Construction | \$1,627,252.25 |
| 5            | Westwater Construction | \$1,942,920.00 |
|              |                        |                |
| 6            | Waunch Construction    | Non-Responsive |
|              |                        |                |
|              | Engineer's Estimate    | \$1,377,055.00 |
|              |                        |                |

| CITY OF MILTON  |  |          |            |              |                      |              |              |  |               |
|---|--|----------|------------|--------------|----------------------|--------------|--------------|--|---------------|
| MILTON WAY PEDESTRIAN IMPROVEMENTS (17TH AVENUE TO 23RD AVENUE) |  |          |            |              |                      |              |              |  |               |
| ENGINEER'S CONSTRUCTION COST ESTIMATE                           |  |          |            |              |                      |              |              |  |               |
| BID OPENING MARCH 22, 2016                                      |  |          |            |              |                      |              |              |  |               |
| ITEM  | ENGINEER'S ESTIMATE  |          |            |              | Rodarte Construction |              |              |  |               |
| NO.   | DESCRIPTION  | QUANTITY | UNIT PRICE | AMOUNT       | UNIT PRICE           | AMOUNT       |              |  |               |
| 22.   | Soldier Pile Wall (S.P. 6-16.5)  | 1        | LS         | \$355,000.00 | \$355,000.00         | \$225,000.00 | \$225,000.00 |  | -\$130,000.00 |
| 4.  | Mobilization (1-09.7)  | 1        | LS         | \$126,000.00 | \$126,000.00         | \$101,000.00 | \$101,000.00 |  | -\$25,000.00  |
| 51.   | Cement Conc. Sidewalk Ramp (S.P. 8-14.5)                                   | 8        | EA         | \$3,500.00   | \$28,000.00          | \$1,800.00   | \$14,400.00  |  | -\$13,600.00  |
| 54.   | Traffic Signal System Modifications (19th Avenue) (S.P. 8-20.5)            | 1        | LS         | \$30,000.00  | \$30,000.00          | \$17,000.00  | \$17,000.00  |  | -\$13,000.00  |
| 77.   | Segmental Concrete Retaining Wall (S.P. 8-24.5)                            | 2,420    | SF         | \$35.00      | \$84,700.00          | \$30.00      | \$72,600.00  |  | -\$12,100.00  |
| 64.   | Install CenturyLink 4-Inch Conduit w/ Fittings (S.P. 8-20.5)               | 5,120    | LF         | \$6.00       | \$30,720.00          | \$3.75       | \$19,200.00  |  | -\$11,520.00  |
| 59.   | Furnish and Install 5-Inch Sch. 40 PVC Conduit w/ Fittings (S.P. 8-20.5)   | 4,730    | LF         | \$8.00       | \$37,840.00          | \$6.00       | \$28,380.00  |  | -\$9,460.00   |
| 63.   | Install Comcast 4-Inch Conduit w/ Fittings (S.P. 8-20.5)                   | 3,930    | LF         | \$6.00       | \$23,580.00          | \$3.75       | \$14,737.50  |  | -\$8,842.50   |
| 45.   | Irrigation System (S.P. 8-03.5)  | 1        | LS         | \$20,000.00  | \$20,000.00          | \$12,000.00  | \$12,000.00  |  | -\$8,000.00   |
| 5.  | Project Temporary Traffic Control (S.P. 1-10.4(1))                         | 1        | LS         | \$64,000.00  | \$64,000.00          | \$60,000.00  | \$60,000.00  |  | -\$4,000.00   |
| 30.   | Trench Excavation Safety Systems (S.P. 7-08.5)                             | 1        | LS         | \$3,000.00   | \$3,000.00           | \$100.00     | \$100.00     |  | -\$2,900.00   |
| 42.   | Sod Installation (S.P. 8-02.5)   | 250      | SY         | \$20.00      | \$5,000.00           | \$9.50       | \$2,375.00   |  | -\$2,625.00   |
| 12.   | Locate Existing Utilities (S.P. 2-09.5)                                    | 1        | LS         | \$10,000.00  | \$10,000.00          | \$7,500.00   | \$7,500.00   |  | -\$2,500.00   |
| 76.   | Pavement Marking Removal (S.P. 8-22.5)                                     | 1        | LS         | \$5,000.00   | \$5,000.00           | \$2,500.00   | \$2,500.00   |  | -\$2,500.00   |
| 7.  | Removal of Structure and Obstruction (S.P. 2-02.5)                         | 1        | LS         | \$12,000.00  | \$12,000.00          | \$10,000.00  | \$10,000.00  |  | -\$2,000.00   |
| 27.   | Catch Basin, Type 2 48" Dia. (S.P. 7-05.5)                                 | 4        | EA         | \$3,500.00   | \$14,000.00          | \$3,000.00   | \$12,000.00  |  | -\$2,000.00   |
| 38.   | Seeding, Fertilizing, and Mulching (S.P. 8-01.5)                           | 420      | SY         | \$5.00       | \$2,100.00           | \$0.65       | \$273.00     |  | -\$1,827.00   |
| 60.   | Furnish and Install 4-Inch Sch. 40 PVC Conduit w/ Fittings (S.P. 8-20.5)   | 1,370    | LF         | \$6.00       | \$8,220.00           | \$4.75       | \$6,507.50   |  | -\$1,712.50   |
| 73.   | Plastic Traffic Arrow (8-22.5)   | 12       | EA         | \$200.00     | \$2,400.00           | \$75.00      | \$900.00     |  | -\$1,500.00   |
| 62.   | Install Comcast 3-Inch Conduit w/ Fittings (S.P. 8-20.5)                   | 700      | LF         | \$5.50       | \$3,850.00           | \$3.50       | \$2,450.00   |  | -\$1,400.00   |
| 69.   | Paint Line (8-22.5)  | 2,570    | LF         | \$1.00       | \$2,570.00           | \$0.50       | \$1,285.00   |  | -\$1,285.00   |
| 61.   | Furnish and Install 2.5-Inch Sch. 40 PVC Conduit w/ Fittings (S.P. 8-20.5) | 1,230    | LF         | \$5.00       | \$6,150.00           | \$4.00       | \$4,920.00   |  | -\$1,230.00   |
| 3.  | Record Drawings (Min. Bid \$500) (S.P. 1-05.18)                            | 1        | LS         | \$1,500.00   | \$1,500.00           | \$500.00     | \$500.00     |  | -\$1,000.00   |
| 10.   | Unsuitable Foundation Excavation, Incl. Haul (S.P. 2-03.5)                 | 100      | CY         | \$50.00      | \$5,000.00           | \$40.00      | \$4,000.00   |  | -\$1,000.00   |
| 37.   | Erosion / Water Pollution Control (S.P. 8-01.5)                            | 1        | LS         | \$6,000.00   | \$6,000.00           | \$5,000.00   | \$5,000.00   |  | -\$1,000.00   |
| 68.   | Permanent Signing (S.P. 8-21.5)  | 1        | LS         | \$5,000.00   | \$5,000.00           | \$4,000.00   | \$4,000.00   |  | -\$1,000.00   |
| 53.   | Relocate Mailbox (S.P. 8-18.5)   | 3        | EA         | \$350.00     | \$1,050.00           | \$100.00     | \$300.00     |  | -\$750.00     |
| 79.   | Project Sign (S.P. 8-)   | 1        | EA         | \$1,000.00   | \$1,000.00           | \$500.00     | \$500.00     |  | -\$500.00     |
| 32.   | Adjust Valve Box (S.P. 7-12.5)   | 11       | EA         | \$300.00     | \$3,300.00           | \$275.00     | \$3,025.00   |  | -\$275.00     |
| 1.  | SPCC Plan (1-07.15(1))   | 1        | LS         | \$500.00     | \$500.00             | \$250.00     | \$250.00     |  | -\$250.00     |
| 72.   | Plastic Crosswalk Line (8-22.5)  | 460      | SF         | \$5.00       | \$2,300.00           | \$4.50       | \$2,070.00   |  | -\$230.00     |
| 75.   | Plastic Traffic Letter (8-22.5)  | 4        | EA         | \$150.00     | \$600.00             | \$100.00     | \$400.00     |  | -\$200.00     |
| 70.   | Painted Wide Lane Line (8-22.5)  | 105      | LF         | \$2.00       | \$210.00             | \$0.25       | \$26.25      |  | -\$183.75     |
| 71.   | Plastic Stop Line (8-22.5)   | 55       | LF         | \$10.00      | \$550.00             | \$7.00       | \$385.00     |  | -\$165.00     |
| 74.   | Plastic Traffic Symbol (8-22.5)  | 1        | EA         | \$300.00     | \$300.00             | \$175.00     | \$175.00     |  | -\$125.00     |

| CITY OF MILTON  |   |          |            |             |                      |             |             |             |
|---|---|----------|------------|-------------|----------------------|-------------|-------------|-------------|
| MILTON WAY PEDESTRIAN IMPROVEMENTS (17TH AVENUE TO 23RD AVENUE) |   |          |            |             |                      |             |             |             |
| ENGINEER'S CONSTRUCTION COST ESTIMATE                           |   |          |            |             |                      |             |             |             |
| BID OPENING MARCH 22, 2016                                      |   |          |            |             |                      |             |             |             |
| ITEM  | ENGINEER'S ESTIMATE   |          |            |             | Rodarte Construction |             |             |             |
| NO.   | DESCRIPTION   | QUANTITY | UNIT PRICE | AMOUNT      | UNIT PRICE           | AMOUNT      |             |             |
| 33.   | Adjust Meter Box (S.P. 7-14.5)  | 1        | EA         | \$300.00    | \$300.00             | \$250.00    | \$250.00    | -\$50.00    |
| 2.  | Unexpected Site Changes (S.P. 1-04.4)   | 1        | FA         | \$5,000.00  | \$5,000.00           | \$5,000.00  | \$5,000.00  | \$0.00      |
| 14.   | Controlled Density Fill (S.P. 2-09.5)   | 40       | CY         | \$150.00    | \$6,000.00           | \$150.00    | \$6,000.00  | \$0.00      |
| 18.   | Job Mix Compliance Price Adjustment (S.P. 5-04.5)                               | 1        | CALC       | \$0.00      | \$0.00               | \$0.00      | \$0.00      | \$0.00      |
| 19.   | Compaction Price Adjustment (S.P. 5-04.5)                                       | 1        | CALC       | \$0.00      | \$0.00               | \$0.00      | \$0.00      | \$0.00      |
| 20.   | Temporary HMA (S.P. 5-04.5)   | 10       | TN         | \$150.00    | \$1,500.00           | \$150.00    | \$1,500.00  | \$0.00      |
| 43.   | Bark or Wood Chip Mulch (S.P. 8-02.5)   | 10       | CY         | \$60.00     | \$600.00             | \$60.00     | \$600.00    | \$0.00      |
| 28.   | Adjust Catch Basin (S.P. 7-05.5)  | 1        | EA         | \$500.00    | \$500.00             | \$550.00    | \$550.00    | \$50.00     |
| 48.   | Raised Pavement Marker (S.P. 8-09.5)  | 1        | HUND       | \$300.00    | \$300.00             | \$350.00    | \$350.00    | \$50.00     |
| 29.   | Removal of Unsuitable Material (Trench) (S.P. 7-08.5)                           | 20       | CY         | \$45.00     | \$900.00             | \$50.00     | \$1,000.00  | \$100.00    |
| 16.   | Crushed Surfacing Base Course (4-04.5)  | 80       | TN         | \$22.00     | \$1,760.00           | \$26.00     | \$2,080.00  | \$320.00    |
| 41.   | Topsoil, Type A (S.P. 8-02.5)   | 70       | CY         | \$50.00     | \$3,500.00           | \$55.00     | \$3,850.00  | \$350.00    |
| 40.   | Root Barrier (S.P. 8-02.5)  | 120      | LF         | \$6.00      | \$720.00             | \$9.50      | \$1,140.00  | \$420.00    |
| 15.   | Crushed Surfacing Top Course (4-04.5)   | 240      | TN         | \$24.00     | \$5,760.00           | \$26.00     | \$6,240.00  | \$480.00    |
| 49.   | 4-Foot Chain Link Fence, Type 6, w/Vinyl Coating (S.P. 8-12.5)                  | 270      | LF         | \$30.00     | \$8,100.00           | \$32.00     | \$8,640.00  | \$540.00    |
| 39.   | Japanese Zelkova (S.P. 8-02.5)  | 6        | EA         | \$400.00    | \$2,400.00           | \$525.00    | \$3,150.00  | \$750.00    |
| 52.   | Bus Pad (S.P. 8-14.5)   | 2        | EA         | \$1,200.00  | \$2,400.00           | \$1,600.00  | \$3,200.00  | \$800.00    |
| 56.   | Flashing Beacon Signal System, Complete (S.P. 8-20.5)                           | 1        | LS         | \$18,000.00 | \$18,000.00          | \$19,000.00 | \$19,000.00 | \$1,000.00  |
| 11.   | Gravel Borrow, Incl. Haul (S.P. 2-03.5)   | 310      | TN         | \$18.00     | \$5,580.00           | \$22.00     | \$6,820.00  | \$1,240.00  |
| 35.   | Service Connection, 1 In. Diam. (S.P. 7-18.5)                                   | 1        | EA         | \$800.00    | \$800.00             | \$2,100.00  | \$2,100.00  | \$1,300.00  |
| 78.   | Rock Wall (S.P. 8-24.5)   | 180      | SF         | \$20.00     | \$3,600.00           | \$28.00     | \$5,040.00  | \$1,440.00  |
| 26.   | Concrete Inlet (S.P. 7-05.5)  | 2        | EA         | \$900.00    | \$1,800.00           | \$1,750.00  | \$3,500.00  | \$1,700.00  |
| 36.   | Side Sewer Pipe 6 In. Diam. (S.P. 7-18.5)                                       | 60       | LF         | \$80.00     | \$4,800.00           | \$110.00    | \$6,600.00  | \$1,800.00  |
| 34.   | Fire Hydrant Assembly (S.P. 7-14.5)   | 1        | EA         | \$3,500.00  | \$3,500.00           | \$5,500.00  | \$5,500.00  | \$2,000.00  |
| 17.   | HMA Cl. 1/2" PG 64-22 (S.P. 5-04.5)   | 90       | TN         | \$120.00    | \$10,800.00          | \$145.00    | \$13,050.00 | \$2,250.00  |
| 13.   | Gravel Backfill for Walls (S.P. 2-09.5)   | 520      | TN         | \$20.00     | \$10,400.00          | \$25.00     | \$13,000.00 | \$2,600.00  |
| 23.   | Ductile Iron Storm Sewer Pipe, 8 In. Diam. Cl. 50 (Incl. bedding) (S.P. 7-04.5) | 115      | LF         | \$60.00     | \$6,900.00           | \$85.00     | \$9,775.00  | \$2,875.00  |
| 58.   | Utility Vault Excavation (S.P. 8-20.5)  | 300      | CY         | \$50.00     | \$15,000.00          | \$60.00     | \$18,000.00 | \$3,000.00  |
| 25.   | Catch Basin, Type 1 (S.P. 7-05.5)   | 6        | EA         | \$1,100.00  | \$6,600.00           | \$1,750.00  | \$10,500.00 | \$3,900.00  |
| 31.   | Bank Run Gravel for Trench Backfill (S.P. 7-08.5)                               | 2,000    | CY         | \$20.00     | \$40,000.00          | \$22.00     | \$44,000.00 | \$4,000.00  |
| 44.   | Relocate Existing Irrigation Controller (S.P. 8-03.5)                           | 1        | LS         | \$1,200.00  | \$1,200.00           | \$5,500.00  | \$5,500.00  | \$4,300.00  |
| 47.   | Cement Concrete Driveway Entrance (S.P. 8-06.5)                                 | 95       | SY         | \$65.00     | \$6,175.00           | \$115.00    | \$10,925.00 | \$4,750.00  |
| 67.   | Furnish and Install Utility Vault, 4 x 4 (S.P. 8-20.5)                          | 4        | EA         | \$2,000.00  | \$8,000.00           | \$3,500.00  | \$14,000.00 | \$6,000.00  |
| 24.   | CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (S.P. 7-04.5)               | 700      | LF         | \$45.00     | \$31,500.00          | \$55.00     | \$38,500.00 | \$7,000.00  |
| 21.   | Pedestrian Handrail (S.P. 6-06.5)   | 150      | LF         | \$120.00    | \$18,000.00          | \$175.00    | \$26,250.00 | \$8,250.00  |
| 46.   | Cement Conc. Traffic Curb and Gutter (S.P. 8-04.5)                              | 1,570    | LF         | \$30.00     | \$47,100.00          | \$37.00     | \$58,090.00 | \$10,990.00 |

| CITY OF MILTON  |   |          |    |             |                       |              |                       |  |                    |
|---|---|----------|----|-------------|-----------------------|--------------|-----------------------|--|--------------------|
| MILTON WAY PEDESTRIAN IMPROVEMENTS (17TH AVENUE TO 23RD AVENUE) |   |          |    |             |                       |              |                       |  |                    |
| ENGINEER'S CONSTRUCTION COST ESTIMATE                           |   |          |    |             |                       |              |                       |  |                    |
| BID OPENING MARCH 22, 2016                                      |   |          |    |             |                       |              |                       |  |                    |
| ITEM  | ENGINEER'S ESTIMATE   |          |    |             | Rodarte Construction  |              |                       |  |                    |
| NO.   | DESCRIPTION   | QUANTITY |    | UNIT PRICE  | AMOUNT                | UNIT PRICE   | AMOUNT                |  |                    |
| 6.  | Clearing and Grubbing (S.P. 2-01.5)   | 1        | LS | \$5,000.00  | \$5,000.00            | \$20,000.00  | \$20,000.00           |  | \$15,000.00        |
| 50.   | Cement Conc. Sidewalk (S.P. 8-14.5)   | 680      | SY | \$40.00     | \$27,200.00           | \$65.00      | \$44,200.00           |  | \$17,000.00        |
| 8.  | Removal and Disposal of Asbestos Pipe (S.P. 2-02.5)                                 | 540      | LF | \$7.00      | \$3,780.00            | \$45.00      | \$24,300.00           |  | \$20,520.00        |
| 65.   | Furnish and Install Utility Vault, 7 x 7 (S.P. 8-20.5)                              | 5        | EA | \$3,500.00  | \$17,500.00           | \$9,000.00   | \$45,000.00           |  | \$27,500.00        |
| 66.   | Furnish and Install Utility Vault, 4 x 7 (S.P. 8-20.5)                              | 5        | EA | \$2,000.00  | \$10,000.00           | \$7,500.00   | \$37,500.00           |  | \$27,500.00        |
| 9.  | Excavation, Backfill, Compaction, and Grading for Roadway, Incl. Haul (S.P. 2-03.5) | 1,000    | CY | \$16.00     | \$16,000.00           | \$45.00      | \$45,000.00           |  | \$29,000.00        |
| 57.   | Joint Utility Trench (S.P. 8-20.5)  | 2,120    | LF | \$22.00     | \$46,640.00           | \$45.00      | \$95,400.00           |  | \$48,760.00        |
| 55.   | Illumination System, Complete (S.P. 8-20.5)   | 1        | LS | \$70,000.00 | \$70,000.00           | \$150,000.00 | \$150,000.00          |  | \$80,000.00        |
|   | Subtotal All Items  |          |    |             | \$1,377,055.00        |              | \$1,450,859.25        |  | \$73,804.25        |
|   | Sales Tax (0%)  |          |    |             | \$0.00                |              | \$0.00                |  |                    |
|   | <b>Total Construction Cost:</b>   |          |    |             | <b>\$1,377,055.00</b> |              | <b>\$1,450,859.25</b> |  | <b>\$73,804.25</b> |



**To:** Mayor Perry and City Council Members  
**From:** Mark Howlett, Interim Public Works Director  
**Date:** April 18, 2016  
**Re:** Milton Way Pedestrian Improvement Project #82 – Joint Trench Agreement with Comcast

**ATTACHMENTS:** **Comcast Cost Estimate**  
**Joint Trench Agreement with Comcast**

**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing  Expenditure

**Recommended Motion:** I move to authorize the Mayor to sign a Joint Trench Agreement between the City of Milton and Comcast for the Milton Way Pedestrian Improvement Project.

**Fiscal Impact/Source of Funds:** This agreement provides for Comcast to reimburse the City for their proportionate share of the joint utility trench.

**Issue:** The City’s Milton Way Pedestrian Improvement Project will improve Milton Way between 17<sup>th</sup> Avenue and 23<sup>rd</sup> Avenue by installing new curbs, gutters, sidewalks, streetlights and storm drainage. This project will also include the undergrounding of the overhead utilities.

**Discussion:** A major component of the Milton Way Pedestrian Improvement Project will be the undergrounding of the overhead electrical, telephone and cable lines. These facilities are owned by the City of Milton, Comcast and CenturyLink. In order to provide for a more efficient and less-expensive construction process, the City, Comcast and CenturyLink have agreed to participate in a joint utility trench. This effort eases construction resulting in cost savings for all three utilities.

The attached agreement spells out the scope of the work and the reimbursement amount that the City will receive from Comcast.

Attached is the joint utility trench agreement.

**CITY OF MILTON**  
**MILTON WAY PEDESTRIAN IMPROVEMENTS (17TH AVENUE TO 23RD AVENUE)**  
**COMCAST UTILITY IMPROVEMENT COST ESTIMATE**  
 Updated December 17, 2015  
 G&O #13594.00

| <u>ITEM</u>   | <u>ESTIMATED</u> | <u>UNIT</u>  |                    |  |
|---|------------------|--------------|--------------------|--|
| <u>NO. DESCRIPTION</u>  | <u>QUANTITY</u>  | <u>PRICE</u> | <u>AMOUNT</u>      |  |
| 1. Mobilization (S.P. 1-09.7)                                 | 1 LS             | \$6,000.00   | \$6,000.00         |  |
| 2. Project Temporary Traffic Control (I-10.4(1))              | 1 LS             | \$3,200.00   | \$3,200.00         |  |
| 3. Joint Utility Trench (29.1% of Combined JUT) (S.P. 8-20.5) | 1 LS             | \$27,800.00  | \$27,800.00        |  |
| 4. Install Comcast 3-Inch Conduit w/ Fittings (S.P. 8-22.5)   | 700 LF           | \$5.50       | \$3,850.00         |  |
| 5. Install Comcast 4-Inch Conduit w/ Fittings (S.P. 8-22.5)   | 3,930 LF         | \$6.00       | \$23,580.00        |  |
| Subtotal All Items  |                  |              | \$64,430.00        |  |
| Sales Tax at 0% per W.S. Revenue Rule No. 171                 |                  |              | \$0.00             |  |
| Total Construction Cost:                                      |                  |              | \$64,430.00        |  |
| CONSTRUCTION ENGINEERING / MANAGEMENT COST @ 13%              |                  |              | \$8,400.00         |  |
| <b>TOTAL CONSTRUCTION COST:</b>                               |                  |              | <b>\$72,830.00</b> |  |

**JOINT TRENCH AGREEMENT**  
**Between the City of Milton and Comcast**  
**For Milton Way Improvement Project**

THIS AGREEMENT is entered into between the City of Milton (“City”) and Comcast of Washington IV Inc. a Washington Corporation (“Comcast”).

**RECITALS**

WHEREAS the City is undertaking improvements to the right-of-way along Milton Way between 17<sup>th</sup> Avenue and 23<sup>rd</sup> Avenue (the “Project”) and;

WHEREAS the City is pursuing the undergrounding of the overhead utilities and;

WHEREAS the parties recognize the efficiencies of entering into an agreement whereby one trench will be dug for all of the parties to relocate their facilities.

**AGREEMENT**

To facilitate construction of a joint trench, the parties agree as follows:

**1. Scope of Work**

The City of Milton will advertise for construction bids and enter into a contract for the construction of a trench which shall include the City, Comcast and Century Link facilities. This trench will be placed generally along the north side of Milton Way between the 1600 block and 23<sup>rd</sup> Avenue with several trench crossings of Milton Way in accordance with the joint utility trench plans attached as Exhibit A.

**2. CONTRACTOR REQUIREMENTS**

The independent contractor hired by the City to perform this work shall be referred to as “the contractor” in this Agreement. The contractor, pursuant to a contract with the City, shall excavate the trench, install City, Comcast and Century Link conduits and vaults, accommodate and coordinate the installation of other utilities, install bedding material, backfill and compact the trench, provide traffic control for the trench excavation, conduit and vault installation and perform any restoration required by the City, all to be performed in a good and workmanlike manner consistent with industry standards. The City represents that any such contract shall further require of contractor that the work be conducted in conformity with (i) the applicable procedures and requirements of the parties as described herein; (ii) all applicable laws, ordinances and regulations of any governmental authority, and; (iii) all applicable terms and provisions of the National Electrical Safety Code, as may be amended, supplemented or replaced from time to time, including but not limited to those pertaining to protection and separation of conductors buried in earth.

### 3. RESPONSIBILITIES OF THE PARTIES

- A. *Drawings.* The City shall prepare drawings showing the location of conduits, trench, and will prepare traffic control plans for the installation of said conduits.
- B. *Installation.* Comcast shall be responsible for supplying all conduits and fittings necessary for completing Comcast's system as shown on the plans within ten (10) days-notice provided by the City or its contractor. The City's contractor shall install conduits in the joint trench. Comcast shall also be responsible for supplying and installing all conductors and all other equipment to be installed by Comcast for the completion of their system. All right, title and interest in the facilities and associated equipment shall at all times remain with Comcast. Parties hereto acknowledge and agree that Comcast shall in no event be required to remove their respective, affected aerial facilities prior to completion of the underground system in accordance with this Agreement, and so long as said installation is completed in conformity with this agreement.
- C. *Traffic Control.* The City's contractor shall provide all traffic control associated with installation of facilities within the contractor controlled open trench area. Comcast shall be responsible for providing traffic control during installation of facilities not associated with the controlled open trench area.
- D. *Comcast Coordination.* Comcast shall maintain continued coordination with the contractor regarding the installation of Comcast's facilities. This coordination shall include but not be limited to the following:
  - 1. Timing of when and where materials will be delivered on-site
  - 2. Inspection of job by Comcast inspector
  - 3. Coordination with the City and other utility companies included in the joint trench for the placement of conduit within the trench and during conversion of overhead facilities to underground.
- E. *Surveys.* The City will provide the survey for the location of the joint utility trench.

### 4. COMPENSATION

- A. *Trench Costs.* Comcast agrees to pay the City a portion of the trench costs including trenching, installation of facilities, trench bedding, backfill, design and construction management commensurate with their proportionate share of trench usage as a ratio of Comcast's conduits to the total number of conduits in each trench segment. Preliminary costs are shown in the attached cost estimate, which by reference, is made part of this agreement. Costs will be finalized after completion of the construction and Comcast agrees to pay the City for its portion of the actual construction costs.
- B. *Traffic Control.* Comcast agrees to pay the City a proportionate share of traffic control costs related to the joint trench areas where Comcast facilities are present. The proportionate share shall be based on the trench usage as shown in Exhibits A and B.

C. *Installation of Conduit.* Comcast agrees to pay the City the cost of installing the Comcast provided conduit. Preliminary costs are shown in Exhibit B and are based on an Engineer's estimate. Costs will be finalized based on the actual construction costs based on the Contractor's price for this bid item.

D. *Mobilization.* Comcast agrees to pay a portion of the Mobilization which is estimated as shown on Exhibit B. Preliminary costs are shown in Exhibit B and are based on an engineer's estimate of 10-percent of the other bid items shown. Costs will be finalized based on the actual construction costs based on the Contractor's price for this bid item.

E. *Design/Construction Management.* Comcast agrees to pay a portion of the design engineering, bid preparation and construction engineering/management costs which are estimated as shown in Exhibit B. Design costs are calculated based on 10-percent of the construction costs included in this agreement. Construction Management is calculated based on 13-percent of the construction costs included in this agreement.

F. *Additional Expenses.* Comcast agrees to pay their proportionate share of additional expenses incurred due to Comcast's approved change requests requiring additional trench depth or width, or for unforeseen conditions, including but not limited to dewatering for ground water.

G. *Claims by Contractor.* Comcast agrees to pay the entire cost of any claims made by the Contractor that are directly caused by Comcast's unreasonable or unforeseeable actions, including but not limited to unreasonable delays caused by installing Comcast's facilities, unforeseeable delays caused by Comcast's failure to provide materials, or any other unreasonable conflict between the Contractor and Comcast's Contractor.

H. *Invoice.* Comcast agrees to pay the City within sixty (60) days of being invoiced by the City for amounts that the Contractor has invoiced the City and which Comcast has agreed to pay under this agreement.

I. *Defective or Unauthorized Work.* Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without Comcast's written approval. If for any reason Comcast feels it is necessary to correct defective or unauthorized work, it shall notify the City immediately. The City and or its Contractor shall correct the work at the City's cost.

## 5. **CHANGES**

If Comcast request any upgrades to the work required to be performed under this Agreement or any other work that is not included in this Agreement, Comcast shall submit any changes requested to be performed by the City's Contractor to the City. The City shall submit this request to the Contractor; obtain a price from the contractor to perform the work, and notify Comcast of this price. Comcast shall have 24 hours from receiving the price from the City within which to respond. If Comcast chooses not to accept the Contractor's price, then this work shall

only be performed by Comcast according to a mutually agreed upon schedule with the Contractor so as not to cause delay to the Contractor.

**6. INDEMNIFICATION; LIENS AND ENCUMBRANCES**

Each party shall defend, indemnify and hold the other party, their officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, arising out of or in conjunction with the performance of the party's work required under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of the other party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 then, in the event of liability for damages arises out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, their officials, employees and agents, a party's liability hereunder shall be only to the extent of the party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

No party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

**7. INSURANCE**

The contract between the City and the contractor shall require that the contractor procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described below, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the contractor, its agents, representative, employees, subconsultants or subcontractors.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurances Service Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Excess Liability insurance covering both the Commercial General Liability and Automobile policies.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Excess Liability insurance shall be written with limits no less than \$4,000,000 per occurrence and \$4,000,000 aggregate in excess of the CGL policy cited above.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City and Comcast shall both be named as additional insureds on all policies (except Professional Liability) as respects work performed by or on behalf of the Contractor and a copy of the endorsement name the City and Comcast as additional insureds shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies. The Contractor's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

**8. TERM AND TERMINATION**

A. The initial term of this agreement shall be no more than two (2) years from the date this agreement is executed by both parties hereto. Provided neither party has terminated this agreement pursuant to subsections (b) or (c) below, the Agreement may be renewed by the parties upon mutual agreed upon terms.

B. Either party shall have the right to terminate this agreement for its convenience by providing the other party written notice sixty (60) days prior to the date termination is desired; provided that the City shall not have the right to stop work on the Improvement Project prior to the stated termination date. Comcast shall pay the City for all work completed prior to the termination date, less any monies already paid by Comcast.

C. Either party may terminate this Agreement for default in the event the other party has failed to satisfy its obligations under the Agreement, and fails to remedy either such problem within twenty (20) business days after receipt of written notice of default.

**9. MISCELLANEOUS**

A. *Compliance with Laws.* The parties shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

B. *Nonwaiver of Breach.* The failure of a party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. *Governing Law.* This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the parties or between any party and the Contractor under any of the provisions of the Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the Pierce County Superior Court, Pierce County, Washington.

D. *Attorney Fees.* To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending and bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 6 of this Agreement.

E. *Written Notice.* All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this Agreement.

F. *Modification.* No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of each of the affected parties.

G. *Severability.* If any one or more sections, sub-section, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portions of this Agreement and the remainder shall remain in full force and effect.

H. *Relationship.* It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No party hereto shall (i) have the power or authority to act for another in any manner to create obligations or debt which would

be binding upon another, and; (ii) be responsible for any obligation or expense whatsoever of another.

I. *Force Majeure.* Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligation thereunder as a result of the occurrence of an event of “force majeure” which shall include, but not be limit to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other cause beyond the parties’ reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.

J. *Entire Agreement.* The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

**IN WITNESS WHEREOF**, the parties below have executed this Agreement

**COMCAST**

**CITY OF MILTON**

\_\_\_\_\_  
Printed Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

**EXHIBIT A**

**MILTON WAY IMPROVEMENT PLANS**

DRAFT

**EXHIBIT B**

**COST ESTIMATE**

DRAFT



**To:** Mayor Perry and City Council Members  
**From:** Mark Howlett, Interim Public Works Director  
**Date:** March 23, 2016  
**Re:** Milton Way Pedestrian Improvement Project #82 – Joint Trench Agreement with CenturyLink

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**ATTACHMENTS:** Century Link Cost Estimate  
Joint Trench Agreement with CenturyLink

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing  Expenditure

**Recommended Motion:** I move to authorize the Mayor to sign a Joint Trench Agreement between the City of Milton and CenturyLink for the Milton Way Pedestrian Improvement Project.

**Fiscal Impact/Source of Funds:** This agreement provides for CenturyLink to reimburse the City for their proportionate share of the joint utility trench.

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**Issue:** The City's Milton Way Pedestrian Improvement Project will improve Milton Way between 17<sup>th</sup> Avenue and 23<sup>rd</sup> Avenue by installing new curbs, gutters, sidewalks, streetlights and storm drainage. This project will also include the undergrounding of the overhead utilities.

**Discussion:** A major component of the Milton Way Pedestrian Improvement Project will be the undergrounding of the overhead electrical, telephone and cable lines. These facilities are owned by the City of Milton, Comcast and CenturyLink. In order to provide for a more efficient and less-expensive construction process, the City, Comcast and CenturyLink have agreed to participate in a joint utility trench. This effort eases construction resulting in cost savings for all three utilities.

The attached agreement spells out the scope of the work and the reimbursement amount that the City will receive from CenturyLink.

Attached is the joint utility trench agreement.

**CITY OF MILTON**  
**MILTON WAY PEDESTRIAN IMPROVEMENTS (17TH AVENUE TO 23RD AVENUE)**  
**CENTURYLINK UTILITY IMPROVEMENT COST ESTIMATE**  
 Updated December 17, 2015  
 G&O #13594.00

| <u>ITEM</u>   | <u>ESTIMATED</u> | <u>UNIT</u>  | <u>AMOUNT</u>      |
|---|------------------|--------------|--------------------|
| <u>NO. DESCRIPTION</u>  | <u>QUANTITY</u>  | <u>PRICE</u> |                    |
| 1. Mobilization (S.P. 1-09.7)                                   | 1 LS             | \$7,000.00   | \$7,000.00         |
| 2. Project Temporary Traffic Control (1-10.4(1))                | 1 LS             | \$3,200.00   | \$3,200.00         |
| 3. Joint Utility Trench (30.7% of Combined JUT) (S.P. 8-20.5)   | 1 LS             | \$29,300.00  | \$29,300.00        |
| 4. Install CenturyLink 4-Inch Conduit w/ Fittings (S.P. 8-22.5) | 5,120 LF         | \$6.00       | \$30,720.00        |
| Subtotal All Items  |                  |              | \$70,220.00        |
| Sales Tax at 0% per W.S. Revenue Rule No. 171                   |                  |              | \$0.00             |
| Total Construction Cost:  |                  |              | \$70,220.00        |
| CONSTRUCTION ENGINEERING / MANAGEMENT COST @ 13%                |                  |              | <b>\$9,200.00</b>  |
| <b>TOTAL CONSTRUCTION COST:</b>                                 |                  |              | <b>\$79,420.00</b> |

**JOINT TRENCH AGREEMENT**  
**Between the City of Milton and Century Link**  
**For Milton Way Improvement Project**

THIS AGREEMENT is entered into between the City of Milton (“City”) and CenturyTel Services Group LLC a Louisiana Limited Liability Company (“Century Link”).

**RECITALS**

WHEREAS the City is undertaking improvements to the right-of-way along Milton Way between 17<sup>th</sup> Avenue and 23<sup>rd</sup> Avenue (the “Project”) and;

WHEREAS the City is pursuing the undergrounding of the overhead utilities and;

WHEREAS the parties recognize the efficiencies of entering into an agreement whereby one trench will be dug for all of the parties to relocate their facilities.

**AGREEMENT**

To facilitate construction of a joint trench, the parties agree as follows:

**1. Scope of Work**

The City of Milton will advertise for construction bids and enter into a contract for the construction of a trench which shall include the City, Comcast and Century Link facilities. This trench will be placed generally along the north side of Milton Way between the 1600 block and 23<sup>rd</sup> Avenue with several trench crossings of Milton Way in accordance with the joint utility trench plans attached as Exhibit A.

**2. CONTRACTOR REQUIREMENTS**

The independent contractor hired by the City to perform this work shall be referred to as “the contractor” in this Agreement. The contractor, pursuant to a contract with the City, shall excavate the trench, install City, Century Link and Comcast conduits and vaults, accommodate and coordinate the installation of other utilities, install bedding material, backfill and compact the trench, provide traffic control for the trench excavation, conduit and vault installation and perform any restoration required by the City, all to be performed in a good and workmanlike manner consistent with industry standards. The City represents that any such contract shall further require of contractor that the work be conducted in conformity with (i) the applicable procedures and requirements of the parties as described herein; (ii) all applicable laws, ordinances and regulations of any governmental authority, and; (iii) all applicable terms and provisions of the National Electrical Safety Code, as may be amended, supplemented or replaced from time to time, including but not limited to those pertaining to protection and separation of conductors buried in earth.

### 3. RESPONSIBILITIES OF THE PARTIES

- A. *Drawings.* The City shall prepare drawings showing the location of conduits, trench, and will prepare traffic control plans for the installation of said conduits.
- B. *Installation.* Century Link shall be responsible for supplying all conduits and fittings necessary for completing Century Link's system as shown on the plans within ten (10) days-notice provided by the City or its contractor. The City's contractor shall install conduits in the joint trench. Century Link shall also be responsible for supplying and installing all conductors and all other equipment to be installed by Century Link for the completion of their system. All right, title and interest in the facilities and associated equipment shall at all times remain with Century Link. Parties hereto acknowledge and agree that Century Link shall in no event be required to remove their respective, affected aerial facilities prior to completion of the underground system in accordance with this Agreement, and so long as said installation is completed in conformity with this agreement.
- C. *Traffic Control.* The City's contractor shall provide all traffic control associated with installation of facilities within the contractor controlled open trench area. Century Link shall be responsible for providing traffic control during installation of facilities not associated with the controlled open trench area.
- D. *Century Link Coordination.* Century Link shall maintain continued coordination with the contractor regarding the installation of Century Link's facilities. This coordination shall include but not be limited to the following:
  - 1. Timing of when and where materials will be delivered on-site
  - 2. Inspection of job by Century Link inspector
  - 3. Coordination with the City and other utility companies included in the joint trench for the placement of conduit within the trench and during conversion of overhead facilities to underground.
- E. *Surveys.* The City will provide the survey for the location of the joint utility trench.

### 4. COMPENSATION

- A. *Trench costs.* Century Link agrees to pay the City a portion of the trench costs including trenching, installation of facilities, trench bedding, backfill, design and construction management commensurate with their proportionate share of trench usage as a ratio of Century Link's conduits to the total number of conduits in each trench segment. Preliminary costs are shown in the attached cost estimate, which by reference, is made part of this agreement. Costs will be finalized after completion of the construction and Century Link agrees to pay the City for its portion of the actual construction costs.
- B. *Traffic Control.* Century Link agrees to pay the City a proportionate share of traffic control costs related to the joint trench areas where Century Link facilities are present. The proportionate share shall be based on the trench usage as shown in Exhibits A and B.

C. Installation of Conduit. Century Link agrees to pay the City the cost of installing the Century Link provided conduit. Preliminary costs are shown in Exhibit B and are based on an Engineer's estimate. Costs will be finalized based on the actual construction costs based on the Contractor's price for this bid item.

D. Mobilization. Century Link agrees to pay a portion of the Mobilization which is estimated as shown on Exhibit B. Preliminary costs are shown in Exhibit B and are based on an engineer's estimate of 10-percent of the other bid items shown. Costs will be finalized based on the actual construction costs based on the Contractor's price for this bid item.

E. Design/Construction Management. Century Link agrees to pay a portion of the design engineering, bid preparation and construction engineering/management costs which are estimated as shown in Exhibit B. Design costs are calculated based on 10-percent of the construction costs included in this agreement. Construction Management is calculated based on 13-percent of the construction costs included in this agreement.

F. Additional Expenses. Century Link agrees to pay their proportionate share of additional expenses incurred due to Century Link's approved change requests requiring additional trench depth or width, or for unforeseen conditions, including but not limited to dewatering for ground water.

G. Claims by Contractor. Century Link agrees to pay the entire cost of any claims made by the Contractor that are directly caused by Century Link's unreasonable or unforeseeable actions, including but not limited to unreasonable delays caused by installing Century Link's facilities, unforeseeable delays caused by Century Link's failure to provide materials, or any other unreasonable conflict between the Contractor and Century Link's Contractor.

H. Invoice. Century Link agrees to pay the City within sixty (60) days of being invoiced by the City for amounts that the Contractor has invoiced the City and which Century Link has agreed to pay under this agreement.

I. Defective or Unauthorized Work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without Century Link's written approval. If for any reason Century Link feels it is necessary to correct defective or unauthorized work, it shall notify the City immediately. The City and or its Contractor shall correct the work at the City's cost.

## 5. **CHANGES**

If Century Link request any upgrades to the work required to be performed under this Agreement or any other work that is not included in this Agreement, Century Link shall submit any changes requested to be performed by the City's Contractor to the City. The City shall submit this request to the Contractor; obtain a price from the contractor to perform the work, and notify Century Link of this price. Century Link shall have 24 hours from receiving the price from the City within which to respond. If Century Link chooses not to accept the Contractor's

price, then this work shall only be performed by Century Link according to a mutually agreed upon schedule with the Contractor so as not to cause delay to the Contractor.

**6. INDEMNIFICATION; LIENS AND ENCUMBRANCES**

Each party shall defend, indemnify and hold the other party, their officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, arising out of or in conjunction with the performance of the party's work required under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of the other party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 then, in the event of liability for damages arises out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, their officials, employees and agents, a party's liability hereunder shall be only to the extent of the party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

No party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

**7. INSURANCE**

The contract between the City and the contractor shall require that the contractor procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described below, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the contractor, its agents, representative, employees, subconsultants or subcontractors.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurances Service Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Excess Liability insurance covering both the Commercial General Liability and Automobile policies.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Excess Liability insurance shall be written with limits no less than \$4,000,000 per occurrence and \$4,000,000 aggregate in excess of the CGL policy cited above.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City and Century Link shall both be named as additional insureds on all policies (except Professional Liability) as respects work performed by or on behalf of the Contractor and a copy of the endorsement name the City and Century Link as additional insureds shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies. The Contractor's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

**8. TERM AND TERMINATION**

A. The initial term of this agreement shall be no more than two (2) years from the date this agreement is executed by both parties hereto. Provided neither party has terminated this agreement pursuant to subsections (b) or (c) below, the Agreement may be renewed by the parties upon mutual agreed upon terms.

B. Either party shall have the right to terminate this agreement for its convenience by providing the other party written notice sixty (60) days prior to the date termination is desired; provided that the City shall not have the right to stop work on the Improvement Project prior to the stated termination date. Century Link shall pay the City for all work completed prior to the termination date, less any monies already paid by Century Link.

C. Either party may terminate this Agreement for default in the event the other party has failed to satisfy its obligations under the Agreement, and fails to remedy either such problem within twenty (20) business days after receipt of written notice of default.

**9. MISCELLANEOUS**

A. *Compliance with Laws.* The parties shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

B. *Nonwaiver of Breach.* The failure of a party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. *Governing Law.* This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the parties or between any party and the Contractor under any of the provisions of the Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the Pierce County Superior Court, Pierce County, Washington.

D. *Attorney Fees.* To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending and bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 6 of this Agreement.

E. *Written Notice.* All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this Agreement.

F. *Modification.* No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of each of the affected parties.

G. *Severability.* If any one or more sections, sub-section, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portions of this Agreement and the remainder shall remain in full force and effect.

H. *Relationship.* It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No party hereto shall (i) have the power or authority to act for another in any manner to create obligations or debt which would

be binding upon another, and; (ii) be responsible for any obligation or expense whatsoever of another.

I. *Force Majeure.* Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligation thereunder as a result of the occurrence of an event of “force majeure” which shall include, but not be limit to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other cause beyond the parties’ reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.

J. *Entire Agreement.* The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

**IN WITNESS WHEREOF**, the parties below have executed this Agreement

**CENTURY LINK**

**CITY OF MILTON**

\_\_\_\_\_  
Printed Name\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

**EXHIBIT A**

**MILTON WAY IMPROVEMENT PLANS**

DRAFT

**EXHIBIT B**

**COST ESTIMATE**

DRAFT



To: Mayor Perry and City Council Members  
From: Mark Howlett, Interim Public Works Director  
Date: April 18, 2016 Regular Session  
Re: Contract Renewal Approval – DKS Associates Consultant Agreement

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**ATTACHMENTS**                      Consultant Agreement, including Scope & Rate Schedule

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**TYPE OF ACTION:**

Information Only     Discussion     Action     Expenditure Required:

**Recommended Motion:** I move to approve the Consultant Agreement with DKS Associates for Engineering services.

**Fiscal Impact/Source of Funds:** There are no funds that will be paid from City funds. All funds for these services will be paid by a BPA Grant.

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**Background:** The City has received a grant for electric conservation from BPA. A major portion of this grant is to convert the street light system to low energy LED fixtures. This contract is for engineering and construction management services.

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **On-call General Engineering Services**

(Illumination, Transportation, Energy Conservation, Project Management, Grant Implementation and Construction Services)

DKS (CONSULTANT) will provide services as outlined below as requested by the City of Milton (CITY) Public Works Department pertaining to the On-call General Transportation Engineering services support of projects.

Services will be provided on an On-call basis under a task order process between the CITY and CONSULTANT on a time and expense basis. The Task Order process will begin with Task 1, providing Energy Efficiency implementation and coordination. Additional tasks would only initiate with the CITY contacting the CONSULTANT and requesting services related to an individual project. The individual Task Orders will not have a maximum or minimum amount, but the amount of any one or accumulation of all Task Orders may not exceed the agreement amount of Thirty Thousand Dollars (\$30,000). Subsequent task orders following Task 1 will be agreed upon, in writing, between the CITY representative and The CONSULTANT.

Services may include, but are not limited to, one or more of the following:

Public Involvement, presentations, funding source review and tracking, planning, studies, specification preparation, estimating, designing, drafting, survey, environmental permitting, plan/peer reviews, analyze and design illumination systems, bidding support, construction administration, construction observation, office engineering, and other tasks as necessary. The tasks may be related to transportation, traffic, illumination, energy efficiency, engineering type projects. Tasks may include work such as the following: planning, assessments, calculations, designing, luminaire evaluations, incentive program review, plan preparation, and other tasks as needed. These tasks may be related to roadway illumination, evaluating new or existing facilities, and other energy saving type projects.

**END EXHIBIT A**

Exhibit C - Fee Schedule  
Effective January 1, 2016 through December 31, 2016



| Standard DKS Billing Grades | Maximum Direct Salary | Overhead | Fixed Fee* | Maximum Billing Rate |
|-----------------------------|-----------------------|----------|------------|----------------------|
| Tech Level A                | \$ 9.75               | 173.21%  | 30.0%      | \$ 29.55             |
| Tech Level B                | \$ 9.89               | 173.21%  | 30.0%      | \$ 30.00             |
| Tech Level C                | \$ 11.54              | 173.21%  | 30.0%      | \$ 35.00             |
| Tech Level D/Grade 1        | \$ 13.19              | 173.21%  | 30.0%      | \$ 40.00             |
| Tech Level E/Grade 2        | \$ 14.84              | 173.21%  | 30.0%      | \$ 45.00             |
| Tech Level F/Grade 3        | \$ 16.49              | 173.21%  | 30.0%      | \$ 50.00             |
| Tech Level G/Grade 4        | \$ 18.14              | 173.21%  | 30.0%      | \$ 55.00             |
| Tech Level H/Grade 5        | \$ 19.79              | 173.21%  | 30.0%      | \$ 60.00             |
| Tech Level I/Grade 6        | \$ 21.44              | 173.21%  | 30.0%      | \$ 65.00             |
| Tech Level J/Grade 7        | \$ 23.09              | 173.21%  | 30.0%      | \$ 70.00             |
| Tech Level K/Grade 8        | \$ 24.74              | 173.21%  | 30.0%      | \$ 75.00             |
| Tech Level L/Grade 9        | \$ 26.38              | 173.21%  | 30.0%      | \$ 80.00             |
| Tech Level M/Grade 10       | \$ 28.03              | 173.21%  | 30.0%      | \$ 85.00             |
| Grade 11                    | \$ 29.68              | 173.21%  | 30.0%      | \$ 90.00             |
| Grade 12                    | \$ 31.33              | 173.21%  | 30.0%      | \$ 95.00             |
| Grade 13                    | \$ 32.98              | 173.21%  | 30.0%      | \$ 100.00            |
| Grade 14                    | \$ 34.63              | 173.21%  | 30.0%      | \$ 105.00            |
| Grade 15                    | \$ 36.28              | 173.21%  | 30.0%      | \$ 110.00            |
| Grade 16                    | \$ 37.93              | 173.21%  | 30.0%      | \$ 115.00            |
| Grade 17                    | \$ 39.58              | 173.21%  | 30.0%      | \$ 120.00            |
| Grade 18                    | \$ 41.23              | 173.21%  | 30.0%      | \$ 125.00            |
| Grade 19                    | \$ 42.87              | 173.21%  | 30.0%      | \$ 130.00            |
| Grade 20                    | \$ 44.52              | 173.21%  | 30.0%      | \$ 135.00            |
| Grade 21                    | \$ 46.17              | 173.21%  | 30.0%      | \$ 140.00            |
| Grade 22                    | \$ 47.82              | 173.21%  | 30.0%      | \$ 145.00            |
| Grade 23                    | \$ 49.47              | 173.21%  | 30.0%      | \$ 150.00            |
| Grade 24                    | \$ 51.12              | 173.21%  | 30.0%      | \$ 155.00            |
| Grade 25                    | \$ 52.77              | 173.21%  | 30.0%      | \$ 160.00            |
| Grade 26                    | \$ 54.42              | 173.21%  | 30.0%      | \$ 165.00            |
| Grade 27                    | \$ 56.07              | 173.21%  | 30.0%      | \$ 170.00            |
| Grade 28                    | \$ 57.72              | 173.21%  | 30.0%      | \$ 175.00            |
| Grade 29                    | \$ 59.36              | 173.21%  | 30.0%      | \$ 180.00            |
| Grade 30                    | \$ 61.01              | 173.21%  | 30.0%      | \$ 185.00            |
| Grade 31                    | \$ 62.66              | 173.21%  | 30.0%      | \$ 190.00            |
| Grade 32                    | \$ 64.31              | 173.21%  | 30.0%      | \$ 195.00            |
| Grade 33                    | \$ 65.96              | 173.21%  | 30.0%      | \$ 200.00            |
| Grade 34                    | \$ 67.61              | 173.21%  | 30.0%      | \$ 205.00            |
| Grade 35                    | \$ 69.26              | 173.21%  | 30.0%      | \$ 210.00            |
| Grade 36                    | \$ 70.91              | 173.21%  | 30.0%      | \$ 215.00            |
| Grade 37                    | \$ 72.56              | 173.21%  | 30.0%      | \$ 220.00            |
| Grade 38                    | \$ 74.21              | 173.21%  | 30.0%      | \$ 225.00            |
| Grade 39                    | \$ 75.86              | 173.21%  | 30.0%      | \$ 230.00            |
| Grade 40                    | \$ 77.50              | 173.21%  | 30.0%      | \$ 235.00            |
| Grade 41                    | \$ 79.15              | 173.21%  | 30.0%      | \$ 240.00            |
| Grade 42                    | \$ 80.80              | 173.21%  | 30.0%      | \$ 245.00            |
| Grade 43                    | \$ 82.45              | 173.21%  | 30.0%      | \$ 250.00            |
| Grade 44                    | \$ 84.10              | 173.21%  | 30.0%      | \$ 255.00            |
| Grade 45                    | \$ 85.75              | 173.21%  | 30.0%      | \$ 260.00            |
| Grade 46                    | \$ 87.40              | 173.21%  | 30.0%      | \$ 265.00            |
| Grade 47                    | \$ 89.05              | 173.21%  | 30.0%      | \$ 270.00            |
| Grade 48                    | \$ 90.70              | 173.21%  | 30.0%      | \$ 275.00            |
| Grade 49                    | \$ 92.35              | 173.21%  | 30.0%      | \$ 280.00            |
| Grade 50                    | \$ 93.99              | 173.21%  | 30.0%      | \$ 285.00            |

\* calculated using direct salary only; Direct non-salary costs will be billed at the actual costs. Direct millage will be billed at the current approved IRS mileage rate. Subconsultants fees will be billed at costs plus a 5% markup

| <b>CONSULTANT AGREEMENT</b>   |   |
|---|---|
| <b>PROJECT TITLE AND IDENTIFICATION NUMBER</b><br>On-call General Engineering Services  | <b>WORK DESCRIPTION</b><br>Illumination, Traffic, Energy Conservation, Project Management, Grant Implementation and Construction Services |
| <b>CONSULTANT</b><br>DKS Associates   | <b>CONSULTANT CONTACT INFO</b><br>Richard Hutchinson<br>719 Second Ave, Suite 1250<br>Seattle, WA 98104<br>(206) 382-9800                 |
| <b>FEDERAL I.D. NO.</b>   | <b>BUDGET OR FUNDING SOURCE</b>   |
| <b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b><br>Mark Howlett, PE<br>Interim Public Works Director<br>City of Milton<br>(253) 922-8738 | <b>MAXIMUM AMOUNT PAYABLE, IF ANY</b><br><br>\$30,000   |
| <b>COMPLETION DATE</b><br>May 25, 2017  |   |

THIS AGREEMENT is entered into on \_\_\_\_\_, 201\_\_ between the City of Milton, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to

accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1)

maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work product should be provided to the City in a format compatible with City software, except to the extent expressly waived in the attached exhibits.

7. Independent CONSULTANT. The CONSULTANT is an independent CONSULTANT for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, sub-contractors or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless

for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, sub-contractor or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent CONSULTANTS and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of one million dollars (\$1,000,000) or more against claims arising out of work provided for in this agreement.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all

insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this Agreement and the portions of this Agreement preceding the signature lines (paragraphs 1-21), the terms of paragraphs 1-21 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in paragraph 8 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten days written notice to the CONSULTANT. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, sub-contractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future. During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- a. The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.
- b. The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
- d. The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this contract, the CITY shall impose such contract sanctions as it or the WSDOT or USDOT may determine to be appropriate, including, but not limited to (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or (2) cancellation,

termination, or suspension of the contract, in whole or in part.

- f. The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-contractor or procurement as the CITY or WSDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the CONSULTANT may request the CITY enter into such litigation to protect the interests of the city and, in addition, the CONSULTANT may request the WSDOT and USDOT enter into such litigation to protect the interests of the state and United States, respectively.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-contractors approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Arbitration. If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties shall refer such dispute for definitive resolution by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”), which rules and procedures are deemed to be incorporated by reference into this Agreement, subject to the provisions of this Section. The place of arbitration shall be Milton, Washington or such other location mutually agreed by the parties. The judgment of the arbitrator shall be binding upon the parties and may be filed in and enforced by any court having proper jurisdiction. It is the express intention and understanding of the parties that each shall be entitled to enforce his or its respective rights under any provision hereof through specific performance in addition to recovering damages caused by a breach of any provision hereof and to obtain any and all other equitable remedies as may be awarded by the arbitrators. In any such arbitration, the prevailing party shall be entitled to recover its costs, including without limitation reasonable attorneys’ fees, and the non-prevailing party shall pay all costs of the arbitration. If neither party is determined to be the prevailing party, each party shall bear its own costs and attorneys’ fees and one-half (1/2) the costs of the arbitration. In assessing costs and attorney’s fees, the parties agree to be bound by RCW 4.84.250 through 4.84.300, as now or hereafter amended,

provided that there shall not be any limit on the amount of damages subject to the offer of settlement process and any timelines based on the service of a summons and complaint shall instead be based on the service of a written notice demanding arbitration.

The provisions of this Section shall survive the termination of this Agreement.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. City Business License and Code of Ethics. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF MILTON:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Debra Perry, City Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney



**To:** Mayor Perry and City Council Members  
**From:** Chief Hernandez  
**Date:** April 18, 2016  
**Re:** **Contract Approval – East Pierce Fire District**

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**ATTACHMENTS:** Proposed Contract  
Proposed Lease Agreement

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing  Expenditure

**Recommended Motion:** I move to approve the attached Contract and Lease Agreement with East Pierce Fire District.

**Fiscal Impact Statement:** This contract provides for increased revenue for the City General Fund as the City begins to collect fair market rent for use of the City's asset (Fire Station Building).

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**Issue:** The contract between East Pierce Fire District and the City of Milton expired December 31, 2015, and was subsequently extended for 90 days.

**Background:** The City and EPFD have been negotiating a new contract, incorporating discussion regarding a fair market value rent amount and city use of a certain amount of square footage.

City Council discussed this at its April 11 study session.

**Discussion:** Negotiations have resulted in the attached proposed Contract and Lease Agreement.

The contract specifies that EPFD will provide the following services:

- Fire Prevention & Investigation
- CPR Training for City Employees
- Fire Marshal and Fire Code Official

The lease agreement allows for the following terms:

- Monthly lease amount of **\$1,752.66, plus a \$400** flat rate for utility billings.
- Rent will be increased annually in accordance with the Consumer Price Index (CPI).
- The City will utilize approximately **954 square feet** of building space for city purposes.

**INTERLOCAL AGREEMENT FOR FIRE PREVENTION AND  
INVESTIGATION SERVICES BETWEEN EAST PIERCE FIRE & RESCUE  
AND THE CITY OF MILTON**

THIS AGREEMENT is entered into by the City of Milton (“the City”) East Pierce Fire & Rescue (“the District”), for the purposes stated below.

**RECITALS**

- A. The City is within the boundaries and service area of the District.
- B. The City desires complete fire prevention and investigation services from the District and the District is in agreement to provide such services to the City.
- C. The District desires to maintain a fire station serving Milton and the District in the City in the building commonly known as the “Milton Fire Station and the City desires to lease the Milton Fire Station to the District for such purpose.

In consideration of the mutual benefits described above and the mutually beneficial terms of the lease agreement to be entered into between the City and the District (“the Parties”) provided for herein below, the Parties agree as follows:

**AGREEMENT**

**A. Fire Prevention & Investigation Services.** The district agrees to provide to the City, complete fire prevention and fire investigation services within the boundaries of the City. Such services shall include but not necessarily be limited to the following: development plan review and approval, fire investigations, testing of sprinkler systems in new construction, testing of gas pipes in new construction, inspection and testing of fire alarm systems for certification in new construction. The District may adopt any reasonable fees associated with these services at the same level as the rest of the district. The City will assess reasonable “pass through” fire permit and plan review fees as adopted by the District. The City and the District will cooperate to regularly update the fees to remain reasonable. The City will collect the “pass through” fire permit and plan review fees. The City will retain 10% of said fees to offset the tracking/routing services, the remainder of the fees shall be paid to the district once per quarter.

**B. City Employees CPR Training.** The district will provide at minimum, one CPR class per year for City Employees at no cost to the city.

**C. Fire Marshal and Fire Code Official.** The term “local fire official,” as used in the provisions of the Revised Code of Washington and the applicable version of the International Fire Code, shall mean the chief (or his designee) of East Pierce Fire and Rescue. The “fire marshal” for the City of Milton under all applicable statutes, codes and regulations, shall be the designated fire marshal of East Pierce Fire and Rescue.

**D. Fire Station.** Upon execution of this interlocal agreement, the City and the District agree to enter into that certain lease agreement for the Milton Fire Station attached hereto as Exhibit A.

**E. Governing Law.** This interlocal agreement shall be construed and interpreted and shall be governed and enforced in all respects according to the laws of the State of Washington.

**F. Non-merger.** the terms and provisions of this Agreement shall not merge in but shall survive the signing and effective date of the lease agreement for the Milton Fire Station.

**G. Notices.** Any notice required or permitted to be given under this interlocal agreement shall be in writing and either (a) personally delivered, in which case notice shall be deemed given upon such delivery, or (b) sent, postage prepaid, by certified or registered mail, return receipt requested, in which case notice shall be deemed given three (3) days following its postmark. Notice shall be to the respective parties as follows:

**To The City:**

Office of the Mayor  
City of Milton  
1000 Laurel Street  
Milton, WA 98354

**To The District:**

Chair Board of Commissioners  
East Pierce Fire and Rescue  
18421 Veterans Memorial Drive East  
Bonney Lake, WA 98391

**H. Integrated Agreement.** This interlocal agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by all parties hereto.

**I. Enforcement.** Either Party's failure to insist upon or enforce strict performance by the other Party of any provision of or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision in any other instance; rather, the same shall remain in full force and effect.

**J. Binding Nature.** All rights and obligations arising out of this interlocal agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.

**K. Captions.** The captions and paragraph headings of this interlocal agreement are inserted for convenience only and shall not be deemed to limit or expand the meaning of any term or provision of this interlocal agreement.

**L. Partial Invalidity.** Every provision of this Agreement is intended to be severable. If any term or provision is held to be illegal or invalid for any reason whatsoever, such illegality

or invalidity shall not affect the legality or validity of such provision for any other reason or the legality or validity of the remainder of this interlocal agreement.

**M. Warranty and Representation of Authority.** The Parties each represent to the other that the person or persons executing this interlocal agreement have the authority to do so and to bind the Parties to this interlocal agreement. All consents, permissions and approvals related to entering into this interlocal agreement, the obligations under this interlocal agreement and the requirements of any covenant, agreement, encumbrance, law or regulation applicable to the Parties have been obtained.

**N. Counterparts.** This interlocal agreement may be executed in counterparts, which, shall be treated as originals for all purposes, and all executed counterparts shall constitute one agreement, binding on all of the Parties notwithstanding that all the Parties are not signatory to the original or the same counterpart. Any such counterpart shall be admissible into evidence as an original against the person who executed it.

**CITY OF MILTON**

**EAST PIERCE FIRE & RESCUE**

\_\_\_\_\_  
Mayor Debra Perry

\_\_\_\_\_  
Commissioner Chair, Dale Mitchell

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Katie Bolam  
City Clerk

\_\_\_\_\_  
Michelle Hollon  
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Greg A. Rubstello

\_\_\_\_\_  
Attorney, Joseph Quinn

EXHIBIT A  
Lease Agreement

IN CONSIDERATION of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described leased Premises on the terms and conditions set forth in this Lease Agreement, hereinafter referred to as the "Lease".

FUNDAMENTAL LEASE PROVISIONS

DATE OF LEASE: January 1, 2016

PREMISES: The demised space identified on Exhibit "A". Approximately 5,258 SF of space and located at **1000 Laurel Street, City of Milton, State of Washington 98354.**

LANDLORD: City of Milton, a Washington government entity

TENANT: East Pierce Fire and Rescue, a Special Purpose Fire District of the State of Washington

LEASE COMMENCEMENT: January 1, 2016

TERM: Continuing until terminated under any provision of this Lease or upon the giving of 90 days advance written notice by either party to the other.

TENANT EXPENSES: Tenant to pay any leasehold tax on base rent and the janitorial and routine maintenance of the demised space. Tenant shall also pay a **\$400 flat rate** for the utility billings of the entire building.

LANDLORD EXPENSES: Landlord shall pay for all other building expenses including but not limited to; landscape, HVAC and structural maintenance, building and casualty insurance and all other utility expenses except those designated in Tenant Expenses.

DATE OF POSSESSION: At Lease Commencement

BEGINNING MONTHLY RENT: **\$1,752.66**

USE OF LEASED PREMISES: District Fire Station

GENERAL PROVISIONS:

1. Use: Tenant shall have the right to use the Premises only for the purpose expressly set forth in the Fundamental Lease Provisions and for no other purpose.

2. Term: The Lease Term is perpetual until terminated as provided for herein. The Term of this Lease shall commence on the date set forth in the Fundamental Lease Provisions.

3. Rent: Tenant shall pay to Landlord, without prior demand, deduction or set off, as follows; **\$1,752.66. per month** for the first twelve (12) months. The monthly rent shall increase annually on the first day of each month by the percentage of increase of the Seattle Consumer Price Index [CPI].

3.1 Rent is due on or before 15<sup>th</sup> day of the month.

3.2 Any installment of Rent or other sums due Landlord not received by Landlord within Five (5) days of the due date for the payment shall constitute a late payment. A late payment charge of fifty (\$50.00) Dollars shall be assessed. Acceptance of any such late charge by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount.

4. Assignment and Subletting: This lease is specific to the Tenant and Tenant shall not have the right to assign, mortgage, or hypothecate this Lease or permit use of the Premises by any person(s) entity or sublet all or any part of the Premises without Landlord's prior written consent. Landlord's written consent shall not be unreasonably withheld. Assignment shall include mergers, consolidation or liquidation. Any assignment by Tenant shall not release Tenant from its primary liability under this Lease. This lease shall not be assignable by operation of law.

5. Conduct of Business: Tenant shall promptly comply with all laws, ordinances, orders and regulations affecting the leased Premises and the building in which the same are situated. Tenant shall not perform any acts or carry on any practices that may injure adjoining Tenants or be a menace or nuisance to other persons or businesses in the area or disturb the quiet enjoyment of any person. Tenant shall not commit or allow to be committed any waste in or upon the Premises or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose.

6. Hold Harmless: The Parties agree to indemnify, defend and hold harmless the other from any and all claims arising from the individual party's use of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by the Party in or about the Premises. The Tenant shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any claims or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons on the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting wherein said damage or injury arises out of Landlord's negligence.

7. Liability and Property Damage Insurance: Tenant, at its own expense, shall provide and keep in force with companies acceptable to Landlord, comprehensive general liability insurance for the benefit of Landlord and Tenant jointly, which policies shall insure against liability for bodily injury to one or more persons in any one occurrence as well as property damage per occurrence in a single limit, combine policy amount of not less than ONE MILLION AND NO/100 Dollars (\$1,000,000.00). Tenant shall furnish Landlord with a certificate of such policy within Thirty (30) days of the Lease Commencement

and whenever required shall satisfy Landlord that such policy is in full force and effect. No policy shall be cancelable or subject to a reduction of coverage without Thirty (30) days prior written notice to Landlord. All such policies shall be written as primary policies and not in excess of coverage, which Landlord may carry.

8 Landlord Expenses: Landlord shall be responsible for paying all property expenses including but not limited to landscape and building maintenance, building and casualty insurance, all utility expenses not designated as Tenant Expenses and any other costs associated with the ownership of the building.

9. Care and Surrender of Premises: Tenant has examined the Premises and accepts them in their present condition, and will at all times keep the Premises in a neat, clean and sanitary condition. Tenant agrees to repair any damage to the Premises arising from removal or relocation of its equipment, fixtures or personal property.

10. Alterations or Improvements:

10.1 No Alterations. Tenant shall not make any alterations, additions, renovations or improvements in or to the Premises without first obtaining the written consent of the Landlord. All alterations which shall be made shall be at the sole cost and expense of Tenant and shall, at Landlord's option, immediately become a part of the real property and belong to Landlord without payment of any consideration and shall remain in and be surrendered with the Premises as a part thereof at the expiration or sooner termination of this Lease.

10.2 Indemnification. Tenant agrees to indemnify and hold Landlord and its employees free and harmless from, and against, any and all damage, injury, loss, liens, cost and/or expenses (including attorney's fees) arising, claimed or incurred by reason of such alterations even if such alterations have been approved by or supervised by Landlord, its agents or contractors.

11. Mechanic's Liens: Tenant agrees to keep all of the leased Premises and every part thereof free and clear from any and all mechanic's, materialman's and other liens for work or labor done, services performed, materials, appliances, transportation or power contributed, used or furnished to be used in or about the leased Premises to or on the order of Tenant, and at all times Tenant shall promptly and fully pay and discharge any and all claims upon which any such lien may or could be based. No liens of any character whatsoever created or suffered by Tenant shall in any way, or to any extent, affect the interest or rights of Landlord in any buildings or other improvements on or about the leased Premises, or attached to or affect Landlord's title to or rights in the leased Premises.

12. Fire and Casualty Damage: If the leased Premises are damaged by fire or casualty, but are not rendered untenable in whole or in part, Landlord shall have the option to cause such damage to be repaired from the insurance proceeds paid pursuant to such damage and the rent shall not be abated. If by reason of such occurrence or occurrences the leased Premises shall be rendered untenable either in whole or in part, Landlord likewise shall have the option to cause the damage to be repaired, in which case the Minimum Monthly Rent provided hereunder shall be abated proportionately as to the portion of the leased Premises rendered untenable. In the event the destruction of the Premises is to an extent of ten (10%) percent or more of the full replacement cost then Landlord shall have the option; (1) to repair or restore such damage, this lease continuing in full force and effect but the rent to be proportionately reduced as hereinabove in this paragraph provided; or (2) to give notice to Tenant at any time within sixty (60) days after such damage terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. Landlord shall not be required to repair any injury or damage by fire or other cause or to make any repairs or replacements of any leasehold improvements, fixtures or other personal property of Tenant. In no event shall Landlord be liable to make

repairs costing in excess of the insurance proceeds paid to Landlord as a result of the damage or destruction.

13. Default: If Tenant shall default in the payment of any rent or charge or sum of money due and such default shall continue for a period of FIVE (5) days after written notice thereof from Landlord, or if Tenant shall default in the performance or observance of any other term, covenant, agreement or obligation of this Lease to be performed or observed by Tenant, and such default shall continue for a period of TEN (10) days after written notice thereof by Landlord, then Landlord shall have, in addition to any other remedies available at law, without further notice to Tenant, and without barring later election of any other remedy, any one or more of the following remedies at Landlord's election:

13.1 Landlord may require strict performance of all the terms, covenants, agreements and obligation, hereof, as the same shall accrue, and have the right of action therefore: or

13.2 Landlord may reenter the leased Premises, with process of Law, eject all parties in possession thereof there from, and without terminating this Lease, relet the leased Premises or any part thereof, or parts thereof, for the account of Tenant, or otherwise, and receive and collect the rents thereof; or

13.3 By written notice to Tenant, Landlord may declare this Lease at an end, reenter the leased Premises by process of law, eject all parties in possession thereof there from, in which event Landlord shall have the right to recover from Tenant all damages it may incur by reason of such default.

13.4 All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, or equity. Landlord and Tenant further agree that in the event Tenant breaches this Lease or any covenant, term or condition hereunder, and abandons the leased Premises, or any portion thereof, this Lease shall continue in force and effect so long as Landlord does not terminate Tenant's right to possession, as set forth in this Lease. Acts of maintenance or preservation, or efforts to relet the leased Premises, or the appointment of a Receiver upon the initiation of the Landlord to protect the Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, or if Landlord incurs any expense, including attorney fees, in instituting proceedings, or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or expense paid by Landlord, with all interest, costs and damages, shall be due immediately from Tenant to Landlord at the time the same is paid, and if not so immediately paid by Tenant, shall bear interest as hereinafter provided.

14. Holdover: This Lease shall terminate and shall become null and void without further notice upon the expiration of the term, or sooner as specified herein. If Tenant shall hold over for any period after the expiration of said Term, Landlord may, at its option, exercised by written notice to Tenant, treat Tenant as a Tenant from month-to-month commencing on the first day following the expiration of this Lease, subject to the terms and conditions herein contained, except that the Rent, which shall be payable in advance monthly, shall be equal to the amount of said monthly Rent applicable at the date of expiration, together with all additional rents, costs, expenses and other rental adjustments herein called for.

15. Rights Reserved by Landlord:

5nt with Tenant's use thereof as in this Lease provided, including, without limitation, the rights of Landlord to establish common facilities and grant easements to others.

15.2 Tenant agrees to permit Landlord or the authorized representative of Landlord to enter the leased Premises at all reasonable times during usual business hours for the purposes of: (a) inspecting the same, (b) making such repairs or reconstruction required or permitted by Landlord; and (c) performing any work therein that may be necessary by reason of Tenant's default under the terms of this Lease, without prior written notice thereof to Tenant.

15.3 Landlord is hereby given the right during usual business hours to enter the leased Premises and to exhibit the same for purposes of sale, lease or mortgage, and during the last TWO (2) months of the Term of this Lease, to exhibit the same to any prospective tenant.

16. Loss and Damage: Landlord shall not be liable for any damage or theft to property of Tenant, or of others located on the leased Premises. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface, or from any other place or by dampness or by any other cause of whatsoever nature unless due to the willful negligence of Landlord. Landlord shall not be liable for any such damage caused by other Tenants or persons in the leased Premises, occupants of adjacent property, of the building, or the public, or caused by operations in construction of any private, public or quasi-public work unless due to the willful negligence of Landlord. Landlord shall not be liable for any latent defect in the leased Premises unless due to the willful negligence of Landlord. All property of Tenant kept or stored on the leased Premises shall be kept or stored at the risk of Tenant.

#### 7 Miscellaneous Provisions:

17.1 Lease Binding on Successors. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and each of their heirs, personal representatives, successors and assigns, subject to the provisions of this Lease.

17.2 Attorney Fees. In the event that legal proceedings are brought or commenced to enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party all costs and expenses of such proceedings, including its actual attorney fees, whether or not any proceedings are prosecuted to judgment. Any causes of action are to be brought in King County, Washington.

17.3 Notices. Any notice or demand required or permitted by law or by any of the provisions of this Lease shall be in writing. All notices or demands shall be deemed to have been properly given when served personally on the Tenant/Landlord or when sent by registered or certified mail, postage prepaid, addressed to the address set forth in the Fundamental Lease Provisions.

17.4 Partial Invalidity. If any term, covenant or condition of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

17.5 Agreements in Writing. It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. It is further agreed by and between the parties hereto that there shall be no modification or amendment of this Lease, except as may be executed in writing between all parties hereto.

17.6 Headings and Captions. The headings or captions of paragraphs in this Lease are for convenience and reference only, and they in no way define, limit or describe the scope or intent of this Lease or the provision of such paragraphs.

17.7 Time. Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition and provisions hereof.

17.8 Performance and enforcement of this Lease. Any proceedings regarding this Lease shall be in Pierce County, Washington.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease as of the day and year written below (Signatures on following page).

**TENANT:**

**East Pierce Fire and Rescue, a special purpose District of the State of WA.**

X\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LANDLORD:**

**City of Milton, a Washington government entity**

X\_\_\_\_\_

By: Debra Perry

Its: Mayor

Date: \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF WASHINGTON )
)ss.
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of East Pierce Fire and Rescue., the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the use and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: \_\_\_\_\_

Name: (print) \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_ My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )
)ss.
COUNTY OF Pierce )

On this \_\_\_ day of \_\_\_\_\_, before me personally appeared Debra Perry, to me known to be the Mayor of the City of Milton, Washington, the government entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purpose therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: \_\_\_\_\_

Name: (print) \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_ My appointment expires: \_\_\_\_\_

EXHIBIT A - DESCRIPTION OF LEASED PREMISES

**Property Name:** Milton Fire Station building less approximately 954 SF (That includes one 10 x 14 office located at the SW corner of the building, a 26' x17' training room located at the west end of the building, two 18' by 17' upstairs storage areas, and the 7'10' upstairs entry way.)

**Assessor's Parcel Number:** 598500-1-710 and a portion of 598500-1-700

**Address:** 1000 Laurel Street, Milton, Washington



**To:** Mayor Perry and City Council Members  
**From:** City Clerk Bolam  
**Date:** April 18, 2016  
**Re:** **Zoo Trek Ballot**

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**ATTACHMENTS:** Zoo Trek Ballot with Bios for Three Nominations

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing  Expenditure

**Recommended Motion:** I move to recommend \_\_\_\_\_ (*insert name*)\_\_\_\_\_ to fill Position Two on the Zoo and Trek Authority Board.

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**Issue:** The Zoo/Trek Authority Board continues to have a vacancy for Position #2. Attempts to fill the position have failed.

**Background:** At the March 7 meeting, Milton City Council voted to fill Position #2 with Fife Councilwoman Kim Roscoe.

Pierce County did not receive enough votes, which must represent at least 60% of the County's population. Therefore, it is necessary to ask jurisdictions to vote again.

Additionally, the four nominees who either did not receive a vote, or whose total number was considerably less than the others, were eliminated. This included Milton's recommendation, Councilwoman Roscoe.

**Discussion:** Included in this packet are the biographies for the remaining three nominees. It is recommended that City Council review these biographies and vote for one of them to fill Position #2 on the Zoo/Trek Authority Board.

**ZOO and TREK AUTHORITY BOARD  
POSITION TWO**

**OFFICIAL BALLOTS  
VOTE FOR ONE**

**Justin Evans**

**City of Bonney Lake**

**Denise McCluskey**

**City of University Place**

**Heather Shadko**

**City of Puyallup**

The city/town of \_\_\_\_\_ wishes to cast its vote for  
\_\_\_\_\_ of the City/Town of  
\_\_\_\_\_ to serve as a  
member of the Zoo and Trek Authority Board (ZTA) for a three-year term, representing the 11 larger  
cities and towns within the Pierce County Regional Council boundary.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Please submit this form with a council resolution or motion. Please email your ballots to  
Cindy Anderson, PCRC Clerk, at [cander5@co.pierce.wa.us](mailto:cander5@co.pierce.wa.us) or call 253-798-2630 if you have any  
questions. Thank you.

Zoo and Trek Authority Board  
Position Two Nominations  
Biographies

**Justin Evans – City of Bonney Lake**

**Family:** Married with one daughter

**Community Service:** Founder of “A March to Give” toy drive to benefit the children of Seattle Children’s Hospital-Strong Against Cancer Foundation, Volunteer Firefighter / EMT, and Beautify Bonney Lake volunteer

**Professional Experience:** Operations manager, project manager, project engineer, and logistics coordinator

**Elected/Legislative Experience:** City of Bonney Lake Councilmember also serving on the Public Safety and Economic Development committees, PSRC alternate, PCRC alternate, legislative session assistant to State Senator Jim Kastama

\*\*\*\*\*

**Denise McCluskey – City of University Place**

**Family:** Married with two grown children and one grandchild

**Schooling:** AA in Arts and Business; BA-Organizational Leadership: Chapman University; MS-Human Resources Development: Chapman University

**Occupation:** Regional Manager, RMHS, Fort Lewis

**Community Services:** School enhancement instructor, Dance Theatre Northwest board, Boy Scouts, Girl Scouts, Pierce College business advisory committee, University Place Capital Strategy Task Force, Conservation Futures board, Curran Cider Squeeze, Gilda Club, Hess Park Committee liaison, Homestead Park volunteer; Parks Appreciation Day facilitator; University Place Planning Commission, Preservation committees for Kobayashi, Colgate, and Curran House, Regional Center Advisory committee member, steering committee for fire chief selection, Tahoma Audubon Society, Toastmasters, United Way

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**Heather Shadko – City of Puyallup**

**Personal Information:** Married, originally from the Midwest, has lived in Puyallup since 1998

**Education:** BS in Business Administration, University of Mississippi

**Professional Experience:** Contract and procurement specialist Port of Tacoma, Hospital clinic administrator and educational testing administrator

**Community Involvement:** Puyallup City Council, Puyallup Library Board Chair and Board member, Puyallup Planning Commission, Puyallup Library Foundation member, Girl Scouts, volunteers for projects such as rain garden installation, Pierce Conservation tree plantings, and Library Foundation program