



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

November 16, 2015
Monday

Regular Meeting
7:00 p.m.

- 1. CALL TO ORDER AND FLAG SALUTE**
- 2. ROLL CALL OF COUNCILMEMBERS**
- 3. ADDITIONS/DELETIONS**
- 4. CITIZEN PARTICIPATION**

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

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

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

5. CONSENT AGENDA

A. Minutes

- i. November 2, 2015 Regular Meeting

B. Claims Approval

C. Final Approval – Well Study

D. Final Approval – MAC Remodel

6. REGULAR AGENDA ITEMS

A. Contract Approval – ReturnMeds Interlocal Agreement with King County

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.

B. Ordinance Tax Levy – Second Read/Adoption

C. Ordinance 2015 Budget Amendment #3 – First Read

7. DISCUSSION ITEMS

A. 2016 Budget

8. COUNCIL REPORTS

9. DIRECTOR’S REPORTS

10. MAYOR’S REPORT

11. 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, November 2, 2015
7:00 p.m.

CALL TO ORDER

Mayor Perry called the meeting to order at 7:10 p.m., and led the flag salute.

ROLL CALL

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

Absent: None

STAFF PRESENT

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

ADDITIONS / DELETIONS

Councilmember Ott requested the addition of the discussion of laptops for council. Mayor Perry added it for a few minutes during 7A.

CITIZEN PARTICIPATION

None.

CONSENT AGENDA

Approval of:

- A. Minutes
 - a. October 19, 2015 Regular Meeting
- B. Voucher and Payroll Approval
 - a. Vouchers numbered 57818-57908 in the amount of \$487,769.13.
 - b. Payroll for 10/20/15 and related check numbers 3892-3896 and 57807-57817 in the amount of \$156,400.70.

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

Speaker	Comments
EPFD Chief Bud Backer	<p>Handed out the monthly report, gave a brief update, and answered questions. Estimating a 7% increase in revenue and 6.9% increase in expenses. Possible ballot measure in April for a levy lid lift back to \$.50 from the current \$.46.</p> <p>In response to Council's question regarding how many personnel must staff an engine, he explained that the law (WAC 296-305) requires there be three people on a fire scene; it does not require three staff to operate the engine, although that is best practice. Current funding levels only allow for two.</p>

REGULAR MEETING

- A. Ordinance – Creating General Fund Asset Replacement Fund
- B. Ordinance – Creating General Fund Capital Improvement Reserve Fund

Director Garrison explained the need to comply with state statute regarding the strategic reserve fund and the resulting creation of the funds represented by items A and B. Council discussion ensued with questions/answers.

Council expressed the strong desire to evaluate the assessed valuations from the counties every year and maintain the \$.375 per thousand at all times.

Council expressed support for the proposed actions, the desire that this be treated as a first-read, that the ordinances be more specific, and that asset-replacement schedules be created.

Speaker	Comments
Jacquelyn Whalen	<p>Appreciates the thoughtful review of this topic. Given recent history, what happens in the case of drops in assessed value? Director Garrison answered that, regardless of the assessed value, only \$.375/thousand can be retained in the strategic reserve fund.</p>

- C. Ordinance – Creating Stormwater Utility Fund Asset Replacement Fund
- D. Ordinance – Creating Water Utility Fund Asset Replacement Fund
- E. Ordinance – Creating Water Utility Fund Capital Improvement Fund
- F. Ordinance – Creating Electric Utility Fund Asset Replacement Fund
- G. Ordinance – Creating Electric Utility Fund Capital Improvement Fund

Director Garrison explained the need for the establishment of the ordinances in Items C-G and requested feedback for the presentation for approval at next week's meeting. Some

discussion ensued, including the discovery of the wrong ordinance included in the packets for Item C, creating the Stormwater Utility Fund Asset Replacement Fund.

H. Ordinance – Establishing Utility Door Hanger Fee

Director Garrison explained the recent action of hanging door notices the day before utility shut-offs for lack of payment, reminding citizens/businesses of the need to pay immediately to avoid the service being shut off. It has been very successful, drastically cutting down on the number of actual shut-offs. Mayor Perry further explained the proposed action.

COUNCILMEMBER MANLEY MOVED, seconded by Councilmember Bennest, to approve the proposed ordinance to provide for a fee to be charged for delivery of a door hanger.

Discussion ensued regarding the necessity of charging a fee for the service.

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

I. Resolution – Fee Schedule Update

Director Garrison explained that this update reflects the \$10.00 door hanger fee.

MAYOR PRO TEM ZARODNY MOVED, seconded by Councilmember Morton, to adopt the Resolution approving the attached Fee Schedule. **Passed 5/2** (Johnson/Ott by roll call vote).

J. Resolution – Flashing Crosswalk Lights

Director Nix updated Council on the status of the sole source provider and quotes. He reiterated the locations of these three sets, and explained a system for evaluating future locations should Council desire to do that.

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Manley, to approve the attached resolution authorizing the Mayor to enter into a sole source agreement with Traffic Safety Supply, Co, for the purchase of three sets of Flashing Pedestrian Crossing Lights, and approve the expenditure estimate of \$26,790.36.

Council expressed the expectation that this will receive a great deal of positive reaction from the community. Council further expressed that this has been a long-time coming and excitement to see this coming to fruition.

The motion was voted on and passed 7/0.

K. Resolution – 28th Street/Milton Way Intersection

Director Nix explained the assessment of this intersection is completed and the proposed resolution will allow for the recommended improvement.

COUNCILMEMBER OTT MOVED, seconded by Councilmember Bennest, to authorize the Mayor to enter into an agreement for traffic light improvements at the intersection of 28th Avenue and Milton Way, as recommended by the Pierce County Public Works and Utilities Division, not to exceed a cost of \$3,197.44.

Council expressed that this has been a long-time coming and appreciation to current staff for bringing this to fruition and for such a low cost.

The motion was voted on and passed 7/0.

L. Contract Approval – Fife Jail Contract for 2016

Chief Hernandez explained the need to renew the jail contract with Fife for 2016.

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Bennest, to authorize the Mayor to sign the attached Interlocal Agreements with the City of Fife, continuing the availability for Milton to transfer custody of inmates to the Fife Jail. **Passed 7/0.**

Councilmember Whalen explained his wish to revisit Items A-G, as it is not approving the actual movement of money but just the fund set-ups to allow for that.

Mayor Pro Tem Zaroudny explained that she is not in support of action due to the modifications that are needed to the proposed ordinances.

DISCUSSION ITEMS

A. 2016 Proposed Budget

Mayor Perry handed out and introduced her budget, running down a list of projects that were completed in 2015 and either started or planned for 2016, as well as the staff changes that have occurred this year.

B. Laptops for Councilmembers

Councilmember Ott explained his request for this item as a means to protect Council's personal electronic devices.

Chief Hernandez answered Council's question that IT Director Tiedeman did include this expense in his budget request.

COUNCIL REPORTS

Councilmember Whalen

- Appreciates the relocation of the school light, and the bigger picture of things getting done

Councilmember Bennest

- No report

Councilmember Manley

- Referred to the AWC workshop – will try to attend

Councilmember Ott

- Major improvement in front of Dave's nice to look at
- Next week is Veteran's Day – service at 11:00 am
- Attended the Mill Ridge benefit dinner for veterans – read a letter from a woman thanking council members for their service to the City

Councilmember Morton

- Referred to the coping at the skate park, asking for improvements to be made

Councilmember Johnson

- Handed out a research item showing code cities of mayor-council governments
- Referred to the AWC financial checklist, asking if other councilmembers would like this discussion as an agenda item (Councilmember Ott agreed)
- Green Light movement to support the troops
- Regarding council disagreements – referring to “Group Think” philosophy – encouraging council to never be afraid of asking a question or for more information

Mayor Pro Tem Zaroudny

- Concerned about the membership level of the Planning Commission – encouraged all councilmembers to be on the lookout for potential candidates

MAYOR'S REPORT

- Very pleased with the contact with staff during trip – felt very comfortable being gone

DIRECTOR'S REPORTS

Chief Hernandez

- Referred to Halloween tip leading to DUI arrest
- Showed collectable Police Dept cards

Director Nix

- Staff evaluations being done
- Interlocal Agreement coming next week for building inspection services with Edgewood
- Update to bidding processes coming

ADJOURNMENT

Adjourned at 10:20 p.m.

Debra Perry, Mayor

ATTEST:

Katie Bolam, City Clerk

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
Nov-15

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

Finance Director

DATE

Claim Vouchers:

Payroll Disbursements:

Dates	Check #	Amount	Date	Check #	Amount
11/5/2015	57913, & 57925-57971	113,637.04	11/5/2015	ACH	92,428.42
11/11/2015	57972-57997	165,270.36	11/5/2015	3897-3903, 57909-57912,57914-57924	145,168.64

Total Accounts Payable:

\$ 278,907.40

Total Payroll:

\$ 237,597.06

Voids 57853, 57892
Printer Error Checks

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

\$516,504.46

Dated: **November 16th, 2015**

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6938	11/05/2015	Claims	1	57913	TERI JENKINS	2,832.10	BPA Energy Program Reimbursement
					401 - 533 50 33 006 - BPA Reimbursement/Incentiv	2,832.10	BPA Energy Program Reimbursement
		APs	Amount		For		
		3016	2,832.10		BPA Energy Program Reimbursement		
6988	11/05/2015	Claims	1	57925	ADVANCED FILTER & MECHANICAL, INC	800.00	Ductless Rebate
					401 - 533 50 33 006 - BPA Reimbursement/Incentiv	800.00	Ductless Heat Pump Installation Rebate
		APs	Amount		For		
		3032	800.00		Ductless Rebate		
6989	11/05/2015	Claims	1	57926	AHBL, INC	6,086.06	Planning Services
					001 - 558 60 41 000 - Professional Services	6,086.06	Land Use Planning Services
		APs	Amount		For		
		3035	6,086.06		Planning Services		
6990	11/05/2015	Claims	1	57927	ALPINE PRODUCTS INC.	2,795.70	Street Materials; Street Materials; Street Supplies
					101 - 542 30 31 000 - Office and Operating Supplie:	35.04	Throat Seal Lubricant
					101 - 542 30 31 000 - Office and Operating Supplie:	2,633.00	Hot Tape Optics
					101 - 542 30 31 000 - Office and Operating Supplie:	127.66	Street Striping Supplies
		APs	Amount		For		
		3026	35.04		Street Materials		
		3027	2,633.00		Street Materials		
		3056	127.66		Street Supplies		
6991	11/05/2015	Claims	1	57928	ALTEC INDUSTRIES INC.	286.38	Electric Materials
					401 - 533 50 35 000 - Small Tools and Equipment	286.38	JIB Head Roller With Sheave
		APs	Amount		For		
		3020	286.38		Electric Materials		
6992	11/05/2015	Claims	1	57929	AMERICAN NEON INC.	355.55	Facility Repair
					001 - 518 30 48 000 - Repairs & Maintenance	355.55	Neon W Replaced
		APs	Amount		For		
		2979	355.55		Facility Repair		
6993	11/05/2015	Claims	1	57930	ANIXTER POWER SOLUTIONS LLC	416.16	Electric Materials; Electric Materials
					401 - 533 50 31 000 - Operating Supplies	52.51	Pipe Clamps
					401 - 533 50 31 000 - Operating Supplies	363.65	Connectors And Straps
		APs	Amount		For		
		3024	52.51		Electric Materials		
		3057	363.65		Electric Materials		
6994	11/05/2015	Claims	1	57931	BLUMENTHAL UNIFORMS & EQUIP.	52.51	Uniforms
					107 - 521 20 20 002 - Uniforms	52.51	Dress Hat
		APs	Amount		For		
		3048	52.51		Uniforms		

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6995	11/05/2015	Claims	1	57932	CHUCKALS	66.28	Office Supplies Shop
					001 - 518 90 31 000 - Office and Operating Supplie:	1.27	Folders, Mop, Cleanser
					406 - 531 30 31 000 - Operating Supplies	5.07	Folders, Mop, Cleanser
					406 - 531 30 31 000 - Operating Supplies	1.27	Folders, Mop, Cleanser
					401 - 533 50 31 000 - Operating Supplies	7.60	Folders, Mop, Cleanser
					403 - 534 50 31 000 - Office and Operating Supplie:	51.07	Folders, Mop, Cleanser
		APs	Amount		For		
		2980	66.28		Office Supplies Shop		
6996	11/05/2015	Claims	1	57933	CLEARRESULT CONSULTING INC	83.76	BPA Simple Steps Rebate
					401 - 533 50 33 006 - BPA Reimbursement/Incentiv	83.76	BPA Simple Steps Rebate
		APs	Amount		For		
		3033	83.76		BPA Simple Steps Rebate		
6997	11/05/2015	Claims	1	57934	COPIER MAINTENANCE TECHNOLOGY	148.14	Quarterly Copy Billing
					406 - 531 30 48 000 - Repairs and Maintenance	37.04	Quarterly Copies Billing
					401 - 533 50 48 000 - Repairs and Maintenance	37.04	Quarterly Copies Billing
					403 - 534 10 48 000 - Repairs and Maintenance	37.03	Quarterly Copies Billing
					101 - 542 30 48 000 - Repairs and Maintenance	37.03	Quarterly Copies Billing
		APs	Amount		For		
		2887	148.14		Quarterly Copy Billing		
6998	11/05/2015	Claims	1	57935	JAZMINE DAIK	350.00	Facility Rental Deposit Refund
					001 - 586 00 00 002 - Refund Facility Deposit	350.00	Facility Rental Deposit Refund
		APs	Amount		For		
		3045	350.00		Facility Rental Deposit Refund		
6999	11/05/2015	Claims	1	57936	DATA BAR INCORPORATED	964.91	Utility Bill Production/Mailing
					406 - 531 10 49 003 - Misc/Outside Printing	192.98	Utility Billing Print & Mail
					401 - 533 10 49 003 - Misc/Outside Printing	385.96	Utility Billing Print & Mail
					403 - 534 10 49 003 - Misc/Outside Printing	385.97	Utility Billing Print & Mail
		APs	Amount		For		
		3042	964.91		Utility Bill Production/Mailing		
7000	11/05/2015	Claims	1	57937	WA STATE DEPT OF HEALTH	918.00	DOH Water System Survey Fee
					403 - 534 50 41 000 - Professional Services	918.00	DOH Water System Survey Fee
		APs	Amount		For		
		3025	918.00		DOH Water System Survey Fee		
7001	11/05/2015	Claims	1	57938	ESI SECURITY	221.53	Facility Services
					001 - 518 30 48 000 - Repairs & Maintenance	221.53	
		APs	Amount		For		
		3051	221.53		Facility Services		
7002	11/05/2015	Claims	1	57939	DONNA M FAIRWEATHER	250.00	Facility Rental Deposit Refund
					001 - 586 00 00 002 - Refund Facility Deposit	250.00	Facility Rental Deposit Refund

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		APs			Amount		For
		3044			250.00		Facility Rental Deposit Refund
7003	11/05/2015	Claims	1	57940	FERGUSON ENTERPRISES, INC. #1539	252.15	Water Equipment
					403 - 534 50 31 000 - Office and Operating Supplie:	252.15	Meter
		APs			Amount		For
		2978			252.15		Water Equipment
7004	11/05/2015	Claims	1	57941	CITY OF FIFE	2,030.12	Jail Services
					107 - 523 60 51 000 - Intergov. Jail Services	2,030.12	Jail Services Sept 2015
		APs			Amount		For
		2889			2,030.12		Jail Services
7005	11/05/2015	Claims	1	57942	GRAINGER INC	947.88	Electric Materials; Fleet Materials; Fleet Materials; Electric Materials
					401 - 533 50 31 000 - Operating Supplies	202.69	Labels For Underground Cable Making And Voltage Test
					401 - 533 50 31 000 - Operating Supplies	95.64	Blank Tags, Voltage Tester
					501 - 548 30 31 000 - Office & Operating Supplies	103.60	Funnels
					501 - 548 30 34 000 - Parts	2.23	Hex Locknut
					501 - 548 30 48 000 - Repairs & Maintenance	543.72	Diesel Can Replacement Pump
		APs			Amount		For
		2982			202.69		Electric Materials
		3019			2.23		Fleet Materials
		3059			647.32		Fleet Materials
		3065			95.64		Electric Materials
7006	11/05/2015	Claims	1	57943	GRAY & OSBORNE INC	4,523.38	Engineering Services
					101 - 542 90 41 000 - Professional Services	674.79	General Engineering Streets
					631 - 586 00 00 005 - Using Deposit	788.28	Sager Property
					631 - 586 00 00 005 - Using Deposit	1,156.14	Morningside Booster Station
					631 - 586 00 00 005 - Using Deposit	217.35	Meridian At Stone Creek Row Dedication
					310 - 594 18 62 105 - City Hall/PW Admin Roof Re	1,686.82	Stormwater Fee Audit
		APs			Amount		For
		2974			4,523.38		Engineering Services
7007	11/05/2015	Claims	1	57944	HACH COMPANY	2,700.05	Water Material Credit; Water Materials; Water Materials
					403 - 534 51 31 000 - Office and Operating Supplie:	-38.78	Credit For Sample Cell Portable Turb
					403 - 534 51 31 000 - Office and Operating Supplie:	282.36	Water Treatment Testing Chemicals
					403 - 534 51 31 000 - Office and Operating Supplie:	2,456.47	Sensor And Adapter
		APs			Amount		For
		2292			-38.78		Water Material Credit
		3015			282.36		Water Materials
		3058			2,456.47		Water Materials
7008	11/05/2015	Claims	1	57945	HD SUPPLY WATERWORKS	1,299.72	Water Materials; Water Materials; Water Meter Supplies
					403 - 534 50 31 000 - Office and Operating Supplie:	466.14	Miptxmipt Ball Corp
					403 - 534 50 31 000 - Office and Operating Supplie:	258.09	IP Saddle And Ball Corp Stop
					403 - 534 50 31 000 - Office and Operating Supplie:	575.49	Miptxmipt Ball Corp, Plas. Box, Meter Box
		APs			Amount		For

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		APs	Amount	For			
		3014	466.14	Water Materials			
		3040	258.09	Water Materials			
		3054	575.49	Water Meter Supplies			
7009	11/05/2015	Claims	1	57946	JIVE COMMUNICATIONS	1,427.81	Phone Service
		001 - 513 10 42 000 - Communication				71.39	Phones
		001 - 514 20 42 000 - Communication				71.39	Phones
		001 - 518 30 42 000 - Communication				35.70	Phones
		001 - 518 90 42 000 - Communication				35.70	Phones
		107 - 521 20 42 000 - Communication				214.17	Phones
		406 - 531 10 42 000 - Communication				142.78	Phones
		401 - 533 10 42 000 - Communications				314.12	Phones
		403 - 534 10 42 000 - Communication				328.40	Phones
		101 - 542 30 42 000 - Communication				71.39	Phones
		501 - 548 30 42 000 - Communications				35.70	Phones
		001 - 558 50 42 000 - Communications				35.70	Phones
		001 - 558 60 42 000 - Communication				35.70	Phones
		001 - 576 80 42 000 - Communication				35.67	Phones
		APs	Amount	For			
		3028	1,427.81	Phone Service			
7010	11/05/2015	Claims	1	57947	LCF ASSOCIATES II, LLC	23,459.00	BPA Incentive Rebate 300 Meridian Lighting Upgrade
		401 - 533 50 33 006 - BPA Reimbursement/Incentiv				23,459.00	BP Incentive Rebate 300 Meridian Lighting Upgrade
		APs	Amount	For			
		3034	23,459.00	BPA Incentive Rebate 300 Meridian Lighting Upgrade			
7011	11/05/2015	Claims	1	57948	MARTINSON PAINTING LLC	9,692.84	City Hall Painting
		310 - 594 18 62 105 - City Hall/PW Admin Roof Re				9,692.84	City Hall Painting
		APs	Amount	For			
		3049	9,692.84	City Hall Painting			
7012	11/05/2015	Claims	1	57949	MILES RESOURCES	186.17	Cold Mix
		101 - 542 30 48 000 - Repairs and Maintenance				186.17	Cold Mix
		APs	Amount	For			
		3052	186.17	Cold Mix			
7013	11/05/2015	Claims	1	57950	MILO'S LOCKSMITH CO. NC.	165.41	Door Lock Replacement
		001 - 518 30 48 000 - Repairs & Maintenance				165.41	Door Lock Replacement
		APs	Amount	For			
		3060	165.41	Door Lock Replacement			
7014	11/05/2015	Claims	1	57951	NATIONAL BUSINESS FURNITURE, LLC	272.00	Office Chair
		001 - 518 30 35 000 - Small Tools and Equipment				272.00	Office Chair
		APs	Amount	For			
		3050	272.00	Office Chair			

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7015	11/05/2015	Claims	1	57952	NORTHSTAR CHEMICAL	481.91	Water Materials
					403 - 534 51 31 000 - Office and Operating Supplie:	481.91	Sodium Hypochlorite
		APs	Amount		For		
		3055	481.91		Water Materials		
7016	11/05/2015	Claims	1	57953	NORTHWEST CUSTOM APPAREL	530.81	Milton Days Shirts; Planning Supplies
					001 - 558 60 31 000 - Operating Supplies	10.94	Milton Logo Jacket Sample
					116 - 573 91 31 000 - Milton Days - Supplies	519.87	Milton Days T Shirts
		APs	Amount		For		
		2886					
		2888	519.87		Milton Days Shirts		
		3036	10.94		Planning Supplies		
7017	11/05/2015	Claims	1	57954	PETERSEN BROTHERS INC.	4,384.05	Guardrail Repair Materials
					101 - 542 30 48 000 - Repairs and Maintenance	4,384.05	Guardrail Repair Materials
		APs	Amount		For		
		3061	4,384.05		Guardrail Repair Materials		
7018	11/05/2015	Claims	1	57955	PIERCE CO BUDGET & FINANCE	357.54	Traffic Signal Maintenance
					101 - 542 30 48 000 - Repairs and Maintenance	357.54	Traffic Signal Maintenance Sept 2015
		APs	Amount		For		
		3041	357.54		Traffic Signal Maintenance		
7019	11/05/2015	Claims	1	57956	PUGET SOUND ENERGY	253.47	Natural Gas MAC; Electricity
					403 - 534 50 47 000 - Public Utility Services	153.44	Electric For Intertie
					001 - 569 00 47 000 - Public Utilities-SC	100.03	Natural Gas MAC
		APs	Amount		For		
		2924	100.03		Natural Gas MAC		
		2977	153.44		Electricity		
7020	11/05/2015	Claims	1	57957	CITY OF PUYALLUP	8,213.48	Jail Services; Court Services
					001 - 512 50 41 000 - Professional Services	5,093.48	Court Services 3rd Qtr 2015
					107 - 523 60 51 000 - Intergov. Jail Services	3,120.00	Jail Services Sept 2015
		APs	Amount		For		
		2894	3,120.00		Jail Services		
		3046	5,093.48		Court Services		
7021	11/05/2015	Claims	1	57958	RANGLES SAND & GRAVEL INC	1,418.05	PW Materials
					406 - 531 30 31 000 - Operating Supplies	472.68	Sand & Crushed Top Course
					403 - 534 50 31 000 - Office and Operating Supplie:	472.69	Sand & Crushed Top Course
					101 - 542 30 31 000 - Office and Operating Supplie:	472.68	Sand & Crushed Top Course
		APs	Amount		For		
		3017	1,418.05		PW Materials		
7022	11/05/2015	Claims	1	57959	ROB REED	69.00	Mileage Reimbursement IT
					503 - 518 80 43 000 - Travel	69.00	Mileage Reimbursement IT Support Black Diamond

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		APs	Amount		For		
		3031	69.00		Mileage Reimbursement IT		
7023	11/05/2015	Claims	1	57960	RIGHT! SYSTEMS, INC	26,998.61	IT Services And New Phone System
					503 - 518 80 36 002 - Equipment - IT	25,707.69	Phone System
					503 - 518 80 41 001 - Professional Services - IT	1,290.92	Office 365 Progress Billing
		APs	Amount		For		
		3030	26,998.61		IT Services And New Phone System		
7024	11/05/2015	Claims	1	57961	ROBINSON NOBLE SALTBUSH INC.	929.84	Engineering Services
					403 - 594 34 63 081 - Test Drilling Project	929.84	Deep Well Drilling Project
		APs	Amount		For		
		3037	929.84		Engineering Services		
7025	11/05/2015	Claims	1	57962	TERRY AND HARRY SCHRAMM AND HENNECK	506.47	Refund inactive customer credit balance
					406 - 343 10 00 000 - Storm Drainage Fees	-182.92	
					401 - 343 30 00 000 - Electric Sales	-56.96	
					403 - 343 40 10 000 - Water Sales	-281.59	
					401 - 369 90 00 401 - Misc Revenue	15.00	
		APs	Amount		For		
		3064	506.47		Refund inactive customer credit balance		
7026	11/05/2015	Claims	1	57963	SHOPE CONCRETE PRODUCTS CO.	263.44	Electric Materials
					406 - 531 30 31 000 - Operating Supplies	263.44	Grate - Oak Street Replacement
		APs	Amount		For		
		3053	263.44		Electric Materials		
7027	11/05/2015	Claims	1	57964	PAUL & PAM SMITH	107.33	Refund inactive customer credit balance
					406 - 343 10 00 000 - Storm Drainage Fees	-42.77	
					401 - 343 30 00 000 - Electric Sales	-12.59	
					403 - 343 40 10 000 - Water Sales	-66.97	
					401 - 369 90 00 401 - Misc Revenue	15.00	
		APs	Amount		For		
		3063	107.33		Refund inactive customer credit balance		
7028	11/05/2015	Claims	1	57965	SUNNYSIDE, CITY OF	1,176.00	Jail Services
					107 - 523 60 51 000 - Intergov. Jail Services	1,176.00	Jail Services
		APs	Amount		For		
		3047	1,176.00		Jail Services		
7029	11/05/2015	Claims	1	57966	TACOMA SCREW PRODUCTS INC.	430.13	Fleet Materials
					501 - 548 30 35 000 - Small Tools & Equipment	430.13	Torque Wrenches
		APs	Amount		For		
		3023	430.13		Fleet Materials		
7030	11/05/2015	Claims	1	57967	TMG SERVICES INC.	2,762.93	Water Repair & Maintenance; Water Materials

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		403 - 534 50 48 000 -		Repairs and Maintenance	410.62	
		403 - 534 51 35 000 -		Small Tools and Equipment	2,352.31	Corridor Well Pump And Cable
	APs	Amount		For		
	2981	410.62		Water Repair & Maintenance		
	3013	2,352.31		Water Materials		
7031	11/05/2015	Claims	1	57968 UNIFIRST CORPORATION	207.31	Uniforms; Uniforms
		001 - 518 30 20 002 -		Uniforms	5.60	Uniforms
		406 - 531 30 20 002 -		Uniforms	8.97	Uniforms
		401 - 533 50 20 002 -		Uniforms	76.99	Uniforms
		403 - 534 50 20 002 -		Uniforms	7.00	Uniforms
		403 - 534 50 20 002 -		Uniforms	46.53	Uniforms
		101 - 542 30 20 002 -		Uniforms	22.98	Uniforms
		501 - 548 30 20 002 -		Uniforms	33.63	Uniforms
		001 - 576 80 20 002 -		Uniforms	5.61	Uniforms
	APs	Amount		For		
	3038	83.99		Uniforms		
	3039	123.32		Uniforms		
7032	11/05/2015	Claims	1	57969 WASHINGTON TRACTOR	497.06	Fleet Materials; Fleet Materials
		501 - 548 30 32 000 -		Fuel	26.27	Oil
		501 - 548 30 34 000 -		Parts	169.88	Filters #14
		501 - 548 30 34 000 -		Parts	300.91	V-Belt
	APs	Amount		For		
	3022	196.15		Fleet Materials		
	3043	300.91		Fleet Materials		
7033	11/05/2015	Claims	1	57970 WATER MANAGEMENT LABORATORIES	441.00	Water Testing; Water Testing
		403 - 534 50 41 000 -		Professional Services	131.00	Water Testing
		403 - 534 51 41 000 -		Professional Services	310.00	Water Testing
	APs	Amount		For		
	2976	131.00		Water Testing		
	3021	310.00		Water Testing		
7034	11/05/2015	Claims	1	57971 WCIA	25.00	No Show Training Fee
		001 - 558 60 49 002 -		Misc/Trng, Registrations	25.00	No Show Training Fee
	APs	Amount		For		
	2975	25.00		No Show Training Fee		
7067	11/11/2015	Claims	1	E57972 SANDRA ALLEN	4,000.00	Judge Services
		001 - 512 50 41 000 -		Professional Services	4,000.00	Monthly Judge Services
	APs	Amount		For		
	3078	4,000.00		Judge Services		
7068	11/11/2015	Claims	1	E57973 BLUEFIN PAYMENT SYSTEMS	78.01	Credit Card Fees
		406 - 531 10 41 000 -		Professional Services	15.60	Credit Card Fees
		401 - 533 10 41 000 -		Professional Services	31.20	Credit Card Fees
		403 - 534 10 41 000 -		Professional Services	31.21	Credit Card Fees
	APs	Amount		For		

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		APs	Amount	For			
		3090	78.01	Credit Card Fees			
7069	11/11/2015	Claims	1	57974	CHUCKALS	215.35	Water Supplies Credit; Shop Office Supplies; Office Supplies - Shops; Shop Office Supplies
					001 - 518 30 31 000 - Operating Supplies	3.81	Folders, Hanging File, Clipboards, Pens
					001 - 518 90 31 000 - Office and Operating Supplie:	4.00	Stamp
					001 - 518 90 31 000 - Office and Operating Supplie:	1.03	Folders, Hanging File, Clipboards, Pens
					406 - 531 10 31 000 - Office and Operating Supplie:	18.51	Wastebaskets, Stenobooks, Paper
					406 - 531 30 31 000 - Operating Supplies	15.97	Stamp
					406 - 531 30 31 000 - Operating Supplies	4.15	Folders, Hanging File, Clipboards, Pens
					401 - 533 10 31 000 - Office and Operating Supplie:	18.51	Wastebaskets, Stenobooks, Paper
					401 - 533 50 31 000 - Operating Supplies	23.96	Stamp
					401 - 533 50 31 000 - Operating Supplies	10.03	Folders, Hanging File, Clipboards, Pens
					403 - 534 10 31 000 - Office and Operating Supplie:	18.51	Wastebaskets, Stenobooks, Paper
					403 - 534 50 31 000 - Office and Operating Supplie:	-101.51	Hanging Folders Credit
					403 - 534 50 31 000 - Office and Operating Supplie:	31.94	Stamp
					403 - 534 50 31 000 - Office and Operating Supplie:	147.46	Folders, Hanging File, Clipboards, Pens
					101 - 542 30 31 000 - Office and Operating Supplie:	3.99	Stamp
					101 - 542 30 31 000 - Office and Operating Supplie:	1.04	Folders, Hanging File, Clipboards, Pens
					001 - 575 50 31 000 - Supplies -	1.52	Folders, Hanging File, Clipboards, Pens
					001 - 576 80 31 000 - Operating Supplies	12.43	Folders, Hanging File, Clipboards, Pens
		APs	Amount	For			
		3073	-101.51	Water Supplies Credit			
		3074	79.86	Shop Office Supplies			
		3075	181.47	Office Supplies - Shops			
		3076	55.53	Shop Office Supplies			
7070	11/11/2015	Claims	1	E57975	COSTCO WHOLESALE	350.65	Paper And Office Supplies - Finance & Executive
					001 - 511 60 31 000 - Operating Supplies	4.20	Paper
					001 - 513 10 31 000 - Office and Operating Supplie:	16.80	Paper
					001 - 513 10 31 000 - Office and Operating Supplie:	22.85	Calculator
					001 - 514 20 31 000 - Office and Operating Supplie:	4.20	Paper
					001 - 514 20 31 000 - Office and Operating Supplie:	16.95	Toner And Pens
					001 - 518 50 31 000 - Office Supplies - Central Stor	8.48	Toner And Pens
					107 - 521 20 31 000 - Office and Operating Supplie:	12.60	Paper
					107 - 521 20 31 000 - Office and Operating Supplie:	15.23	Calculator
					107 - 521 20 31 000 - Office and Operating Supplie:	8.45	Toner And Pens
					406 - 531 10 31 000 - Office and Operating Supplie:	8.40	Paper
					406 - 531 10 31 000 - Office and Operating Supplie:	16.95	Toner And Pens
					406 - 531 10 31 000 - Office and Operating Supplie:	3.81	Calculator
					401 - 533 10 31 000 - Office and Operating Supplie:	25.20	Paper
					401 - 533 10 31 000 - Office and Operating Supplie:	59.33	Toner And Pens
					401 - 533 10 31 000 - Office and Operating Supplie:	15.23	Calculator
					403 - 534 10 31 000 - Office and Operating Supplie:	25.20	Paper
					403 - 534 10 31 000 - Office and Operating Supplie:	59.33	Toner And Pens
					403 - 534 10 31 000 - Office and Operating Supplie:	15.23	Calculator
					101 - 542 30 31 000 - Office and Operating Supplie:	3.81	Calculator
					001 - 558 50 31 000 - Office and Operating Supplie:	4.20	Paper
					001 - 558 60 31 000 - Operating Supplies	4.20	Paper
		APs	Amount	For			
		3087	350.65	Paper And Office Supplies - Finance & Executive			
7071	11/11/2015	Claims	1	E57976	EPICPAY	523.97	Credit Card Processing Fees
					406 - 531 10 41 000 - Professional Services	104.79	Credit Card Processing Fees

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			401 - 533 10 41 000		Professional Services	209.59	Credit Card Processing Fees
			403 - 534 10 41 000		Professional Services	209.59	Credit Card Processing Fees
		APs	Amount		For		
		3088	523.97		Credit Card Processing Fees		
7072	11/11/2015	Claims	1	57977	ESI SECURITY	196.92	Alarm Fee; Alarm Fee
			107 - 521 20 41 000		Professional Services	98.46	Alarm Fee Nov, Dec 15; Jan 16 Evidence Room
			107 - 521 20 41 000		Professional Services	98.46	Alarm Fee Nov & Dec 15; Jan 16 City Hall
		APs	Amount		For		
		3071	98.46		Alarm Fee		
		3072	98.46		Alarm Fee		
7073	11/11/2015	Claims	1	57978	GRAY & OSBORNE INC	3,504.74	Engineering Services
			310 - 595 30 63 082		Milton Way Ped Improv	3,504.74	MW Ped Imps (17th To 22nd Av)
		APs	Amount		For		
		3079	3,504.74		Engineering Services		
7074	11/11/2015	Claims	1	57979	HONEY BUCKET	169.63	Delivery Credit; Monthly Lease
			001 - 576 80 45 000		Operating Rentals and Leases	-40.00	Credit For Delivery Fee
			001 - 576 80 45 000		Operating Rentals and Leases	209.63	Monthly Lease
		APs	Amount		For		
		3012	-40.00		Delivery Credit		
		3095	209.63		Monthly Lease		
7075	11/11/2015	Claims	1	57980	JET CHEVROLET	165.65	Fleet Materials
			501 - 548 30 34 000		Parts	165.65	Cover #3
		APs	Amount		For		
		3081	165.65		Fleet Materials		
7076	11/11/2015	Claims	1	57981	MICROFLEX, INC.	1,330.22	Tax Audit Program
			001 - 514 20 41 000		Professional Services	1,330.22	Tax Audit Program
		APs	Amount		For		
		3093	1,330.22		Tax Audit Program		
7077	11/11/2015	Claims	1	57982	MY PRINTING SERVICES	253.28	Officer Notebooks
			107 - 521 20 31 000		Office and Operating Supplie:	253.28	Officer Notebooks
		APs	Amount		For		
		3069	253.28		Officer Notebooks		
7078	11/11/2015	Claims	1	57983	NORTHSTAR CHEMICAL	481.91	Water Materials
			403 - 534 51 31 000		Office and Operating Supplie:	481.91	Sodium Hypochlorite
		APs	Amount		For		
		3066	481.91		Water Materials		
7079	11/11/2015	Claims	1	E57984	PAYMENTECH	2,958.79	Bank Fees
			406 - 531 10 41 000		Professional Services	591.75	Web Payment Fees
			401 - 533 10 41 000		Professional Services	1,183.52	Web Payment Fees
			403 - 534 10 41 000		Professional Services	1,183.52	Web Payment Fees

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		APs	Amount	For			
		3092	2,958.79	Bank Fees			
7080	11/11/2015	Claims	1	E57985	PITNEY BOWES INC.	59.18	Postage Machine Lease
		001 - 513 10 45 000 - Operating Rentals and Leases				2.37	Postage Machine Lease
		001 - 514 20 45 000 - Operating Rentals and Leases				4.66	Postage Machine Lease
		107 - 521 20 45 000 - Operating Rentals and Leases				9.11	Postage Machine Lease
		406 - 531 10 45 000 - Operating Rentals and Leases				2.79	Postage Machine Lease
		406 - 531 10 45 000 - Operating Rentals and Leases				5.81	Postage Machine Lease
		401 - 533 10 45 000 - Operating Rentals and Leases				5.59	Postage Machine Lease
		401 - 533 10 45 000 - Operating Rentals and Leases				11.63	Postage Machine Lease
		403 - 534 10 45 000 - Operating Rentals and Leases				5.59	Postage Machine Lease
		403 - 534 10 45 000 - Operating Rentals and Leases				11.63	Postage Machine Lease
		APs	Amount	For			
		3086	59.18	Postage Machine Lease			
7081	11/11/2015	Claims	1	57986	RIGHT! SYSTEMS, INC	2,953.80	IT Services
		503 - 518 80 41 001 - Professional Services - IT				2,953.80	IT Support
		APs	Amount	For			
		2925	2,953.80	IT Services			
7082	11/11/2015	Claims	1	57987	SHRED-IT USA LLC	59.23	Shredding Service
		001 - 514 20 41 000 - Professional Services				19.55	Shredding Services Finance
		107 - 521 20 41 000 - Professional Services				39.68	Shredding Services Police
		APs	Amount	For			
		3070	59.23	Shredding Service			
7083	11/11/2015	Claims	1	57988	SONSRAY	114,721.74	Ditch Compactor; Backhoe
		406 - 531 30 35 000 - Small Tools and Equipment				897.08	Ditch Compactor
		406 - 531 30 35 001 - Machinery and Equipment				37,343.50	Backhoe
		401 - 533 50 35 001 - Machinery and Equipment				37,343.50	Backhoe
		403 - 534 50 35 000 - Small Tools and Equipment				897.08	Ditch Compactor
		403 - 534 50 35 001 - Machinery & Equipment				37,343.50	Backhoe
		101 - 542 30 35 000 - Small Tools and Equipment				897.08	Ditch Compactor
		APs	Amount	For			
		3077	2,691.24	Ditch Compactor			
		3085	112,030.50	Backhoe			
7084	11/11/2015	Claims	1	57989	STANDARD PARTS CORPORATION (NAPA)	416.14	Fleet Materials
		501 - 548 30 32 000 - Fuel				334.11	Oil
		501 - 548 30 34 000 - Parts				82.03	Filter #14
		APs	Amount	For			
		3080	416.14	Fleet Materials			
7085	11/11/2015	Claims	1	57990	SUPPLYWORKS	372.04	Janitorial Supplies
		001 - 518 30 31 000 - Operating Supplies				372.04	Janitorial Supplies
		APs	Amount	For			
		3082	372.04	Janitorial Supplies			
7086	11/11/2015	Claims	1	57991	SYSTEMS FOR PUBLIC SAFETY, INCL.	12,042.68	Vehicle Repair; Vehicle Repair

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		107 - 521 20 48 001 - Vehicle Repairs and Maintena			853.18	Tires Due To Collission
		107 - 521 20 48 001 - Vehicle Repairs and Maintena			11,189.50	Vehicle Repair #83 From Collission
	APs	Amount		For		
	3067	853.18		Vehicle Repair		
	3068	11,189.50		Vehicle Repair		
7087	11/11/2015	Claims	1	57992 UNIFIRST CORPORATION	207.90	Uniforms; Uniforms
		001 - 518 30 20 002 - Uniforms			5.62	Uniforms
		406 - 531 30 20 002 - Uniforms			9.00	Uniforms
		401 - 533 50 20 002 - Uniforms			77.18	Uniforms
		403 - 534 50 20 002 - Uniforms			7.02	Uniforms
		403 - 534 50 20 002 - Uniforms			46.67	Uniforms
		101 - 542 30 20 002 - Uniforms			23.05	Uniforms
		501 - 548 30 20 002 - Uniforms			33.74	Uniforms
		001 - 576 80 20 002 - Uniforms			5.62	Uniforms
	APs	Amount		For		
	3083	84.20		Uniforms		
	3084	123.70		Uniforms		
7088	11/11/2015	Claims	1	57993 UNUM LIFE INSURANCE	100.84	LTC Leoff
		107 - 521 20 20 000 - Personnel Benefits			100.84	LTC Leoff Retiree Premium
	APs	Amount		For		
	2896	100.84		LTC Leoff		
7089	11/11/2015	Claims	1	E57994 US BANK ACCOUNTABILITIES	66.55	PD Clerk Copier Lease
		107 - 521 20 45 000 - Operating Rentals and Leases			66.55	PD Clerk Copier Lease
	APs	Amount		For		
	3029	66.55		PD Clerk Copier Lease		
7090	11/11/2015	Claims	1	57995 TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY	38.00	Bank Safekeeping Fees
		001 - 514 20 49 000 - Miscellaneous			38.00	Bank Safekeeping Fees
	APs	Amount		For		
	3091	38.00		Bank Safekeeping Fees		
7091	11/11/2015	Claims	1	57996 US BANK ST PAUL	19,241.74	
		403 - 591 34 72 000 - Revenue Bond-Principal			18,580.28	Revenue Bond Principal
		403 - 592 34 83 000 - Revenue Bond-Interest			661.46	Revenue Bond Interest
	APs	Amount		For		
	3089	19,241.74				
7092	11/11/2015	Claims	1	E57997 XPRESS BILL PAY ACCOUNTS PAYABLE	761.40	Online Web Payment Service Fee
		406 - 531 10 41 000 - Professional Services			251.26	Web Payment Service Fees
		401 - 533 10 41 000 - Professional Services			258.88	Web Payment Service Fees
		403 - 534 10 41 000 - Professional Services			251.26	Web Payment Service Fees
	APs	Amount		For		
	3094	761.40		Online Web Payment Service Fee		



To: Mayor Perry and City Council Members
From: Aaron C. Nix, Community Development and Interim Public Works Director
Date: November 16, 2015
Re: **Final Project Acceptance – Fluid Rotary Test Well Project** ***CONSENT***

ATTACHMENTS: Copy of Final Pay Estimate

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: "I move to accept the Fluid Rotary Test Well Project and the release of the project retainage to the contractor."

Issue: This project provided for additional drilling and testing at the site of the 2013 deep rotary test well. The initial drilling effort reached a depth of 918 feet, and as completed did not encounter sufficient aquifer material to produce the desired well yield. The purpose of the deepening project was to extend the test well down to approximately 1400 feet, in an attempt to reach a high producing aquifer layer.

Previous Council Review: A contract for the additional drill testing was recommended by the Council to move forward with at their October 6, 2014 Council meeting. The subsequent contract was awarded to Tacoma Pump and Drilling Company on October 23, 2014, in the amount not to exceed \$228,974.20.

Discussion: The additional Deep Well Testing Project is complete and ready for Council acceptance.

Fiscal Impact/Source of Funds: Funding for the additional Deep Well Drilling Project was 100% funded by the Water Utility. This project was included in the adopted 2014/2015 budgets. Retainage is not an additional project cost, but is in face of the original bid that Council approved (\$228,974.20)

Recommendation: Staff requests that the Council moves to accept the Fluid Rotary Test Well Project (81b) and the release of the project retainage to the contractor, therefore completing the project.

APPLICATION FOR PAYMENT

Project Name: Fluid-Rotary Test Well Deepening 2014 #081B

Payment No.: 4

Contractor Name: Tacoma Pump and Drilling

Pay Period: March 10, 2015

Address: 30316 Mountain Highway, Graham, Wa 98338

P.O. NUMBER: _____

L&I Registration #: _____

CITY ACCOUNT #: 403.594.34.65.081

Item	CO#	Description	Qty	Unit	Estimated Contract		Pay Estimate 1		Pay Estimate 2		Pay Estimate 3		Pay Estimate 4		Total To Date	
					Unit Price	Total Price	Qty.	Cost	Qty.	Cost	Qty.	Cost	Qty.	Cost	Qty.	Cost
1		Mobilization, Cleanup, and Demobilization	1	LS	\$12,500.00	\$12,500.00	70%	8,750.00		0.00		0.00	30%	3,750.00	100%	12,500.00
2		Remove Existing Screen Assemble	1	LS	\$15,000.00	\$15,000.00	1.00	15,000.00		0.00		0.00		0.00	100%	15,000.00
3		Drill 10-inch Nominal Hole	720	FT	\$75.00	\$54,000.00	485.00	36,375.00	215	16,125.00		0.00		0.00	700	52,500.00
4		Provide and install 8-inch casing	1,360	HR	\$30.00	\$40,800.00		0.00		0.00	1,340.00	40,200.00		0.00	1340.00	40,200.00
5		Provide well screen(s) and fittings (Estimating 40 feet). For bid estimate, use \$10,000	1	EST	\$10,000.00	\$10,000.00		0.00		0.00	1.00	3,979.00		0.00	0	3,979.00
6		Extra materials. Cost plus 15%. For bid estimate, use \$5000	1	EST	\$5,000.00	\$5,000.00		0.00		0.00		0.00		0.00	0	0.00
7		Authorized rig work	120	HR	\$450.00	\$54,000.00		0.00		0.00	29.25	13,162.50	101.50	45,675.00	0	58,837.50
8		Provide, install & remove test pump; pump 4 hours	1	LS	\$8,500.00	\$8,500.00		0.00		0.00		0.00	100%	8,500.00	0%	8,500.00
9		Operate Test Pump beyond 4 hours	24	HR	\$200.00	\$4,800.00		0.00		0.00		0.00	15.50	3,100.00	0	3,100.00
10		Authorized Stand-by/Shop Time	20	HR	\$185.00	\$3,700.00		0.00		0.00		0.00		0.00	0	0.00
11		Wellhead Completion	1	LS	\$1,000.00	\$1,000.00		0.00		0.00		0.00	1.00	1,000.00	0%	1,000.00

TOTAL Const Costs, Incl Change Orders, Excl Sales Tax:	\$ 209,300.00	\$ 60,125.00	\$ 16,125.00	\$ 57,341.50	\$ 62,025.00	\$ 195,616.50
Percent Complete:		28.73%	7.70%	27.40%	29.63%	93.46%
TOTAL Const Costs, Incl Change Orders, Excl Sales Tax:	\$ 209,300.00	\$ 60,125.00	\$ 16,125.00	\$ 57,341.50	\$ 62,025.00	\$ 195,616.50
PLUS Sales Tax @ 9.4%:	\$ 19,674.20	\$ 5,651.75	\$ 1,515.75	\$ 5,390.10	\$ 5,830.35	\$ 18,387.95
TOTAL Construction Costs PLUS Sales Tax:	\$ 228,974.20	\$ 65,776.75	\$ 17,640.75	\$ 62,731.60	\$ 67,855.35	\$ 214,004.45
Adjustment for Items Over/Under Estimate:	\$ -					
LESS Amount Retained:	\$ (10,465.00)	\$ (3,006.25)	\$ (806.25)	\$ (2,867.08)	\$ (3,101.25)	\$ (9,780.83)
TOTAL Payment Due (includes Sales Tax):	\$ 218,509.20	\$ 62,770.50	\$ 16,834.50	\$ 59,864.52	\$ 64,754.10	\$ 204,223.62
Percent Complete:		28.73%	7.70%	27.40%	29.63%	93.46%

CONTRACTOR AGREES TO THE ABOVE AMOUNTS AND CERTIFIES THAT PREVAILING WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 AND THE PREFILED STATEMENT(S) OF INTENT TO PAY PREVAILING WAGES.

Contractor: Tacoma Pump and Drilling

Signed: Helen Gilbert

Contractor Representative

3/27/2015

Date

Recommended for Payment By:

[Signature]
City of Milton, Utility Supervisor

3/27/2015

Date

Recommended for Payment By:

[Signature]
Robinson-Nebbe, INC

3/27/2015

Date

Approved for Payment By:

[Signature]
City of Milton, Public Works Director

Date



To: Mayor Perry and City Council Members
From: Aaron C. Nix, Community Development and Interim Public Works Director
Date: November 16, 2015
Re: **Final Project Acceptance – Milton Activity Center ADA Retrofit** ***CONSENT***

ATTACHMENTS: Final Pay Estimate
Pictures of Completed Bathrooms/ADA Accessible Drinking Fountain.

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: “I move to accept the MAC Bathroom Upgrades Project and the release of the project retainage to the contractor.”

Issue: The Milton Senior Center is a facility that is utilized extensively by the Public and the Police that are housed within the building. The bathrooms were in disrepair and an extensive remodel was in order to bring the facilities up to current standards and provide an ADA accessible drinking fountain within the lobby of the building.

Discussion: The City entered into a contract with Drycon LLC on June 1st, 2015 under the direction of previous Director Mecham. The lowest and only bid for the project was received, at a cost of \$52,690.86. The contractor began work and began the initial tear out of the existing facilities. They identified some additional dry rot to the supporting members behind the walls of the old facilities, beyond the scope of the work that was identified with the award of the contract. Director Mecham authorized, in collaboration with the City’s Building Official, additional work to remove these dry rotted supporting members and authorized change orders #1-3. The change orders amounted to an additional cost of \$7, 495.06 to the initially approved amount identified above. With this addition, the total amount owed to the contractor is \$60,892.64, which equates to an approximate 14% overrun of the accepted bid amount. This overrun was warranted, considering the state of the dry rot of the supporting members behind the bathroom walls.

Recommendation: Staff recommends that the Council accept the MAC bathroom upgrades, subject to the requirements of the appropriate Federal and State Agencies, if any, and the subsequent release of retainage, in the amount of \$2,783.03 in order to close this project.

Fiscal Statement: A significant portion of this project was funded with a funding appropriation by the Legislature from the Capital Budget of \$242,500.00. Total funded under this grant is \$60,154.45 with the remaining \$738.28 funded through City Capital funds.

CONSTRUCTION CONTRACT - ACTIVITY CENTER IMPROVEMENTS (#84 & 84B)				Updated : 10/27/2015							
GRANT AMOUNT:		\$242,500.00	(Completion Due Date: June 2017)								
**CURRENT AMOUNT REMAINING ON GRANT AS OF SEPT 2015:				\$2,044.74	(*NOTE: This does not include Retainage of \$2,783.03)						
<i>(This includes Construction, Consultants, Building Permit, and Honey Bucket Invoice)</i>											
								Proj. #	Reimbursement Date	Reimbursement Amount	Reimbursement Received
* Maximum Project Amount:		\$152,108.67	<i>(Includes Change Order + tax)</i>	* Maximum Project Amount:		\$60,892.64	<i>includes Proposal and Change Order #1, #2, and #3)</i>	#84	7/2/2015	\$152,108.67	7/9/2015
#84 - Activity Center ReRoof - Chinook Roofing				#84B - AC ADA Bathrooms - Drycon LLC							
Pay Estimate #	Date	Amount		Pay Estimate #	Date	Amount					
1	10/27/2014	\$18,420.40	<i>Materials On Hand</i>	1	9/4/2015	\$58,109.61					
2	11/25/2014	\$126,736.32		2	10/8/2015	\$2,585.12	<i>**Concrete Repair</i>				
3	4/20/2015	\$6,951.95	<i>Retainage</i>	3			<i>*Retainage</i>				
				** NOTE: Per Aaron, concrete repair will NOT be charged to this project, moved to 518.30.48.000 11/6/15. ST							
TOTAL		\$152,108.67		TOTAL		\$58,109.61					
Current Amount Spent:			\$152,108.67	Current Amount Spent:			\$58,109.61				







To: Mayor Perry and City Council Members
From: Tony Hernandez, Police Chief
Date: November 16, 2015
Re: Contract Approval – ReturnMeds Interlocal Agreement with King County

ATTACHMENTS: ReturnMeds Collection Agreement

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: “I move to authorize the Mayor to enter into an Interlocal agreement with King County for Milton to operate as a collection site for the ReturnMeds program.”

Issue: The City of Milton has identified a need in the community for a place to safely dispose of unwanted and/or waste pharmaceuticals. The City is able to offer a location for the placement of a dropbox pursuant to pharmaceutical stewardships laws to meet this need.

MASTER SITE COLLECTION AGREEMENT

THIS RETURNMEDS MASTER SITE COLLECTION AGREEMENT (“**Master Agreement**”) is dated as of [INSERT DATE] (the “**Effective Date**”), and is between ReturnMeds LLC (“ReturnMeds”), a Delaware company with its principal place of business at 1000 Parkwood Circle, Suite 200, Atlanta, Georgia 30339, and [INSERT LEGAL NAME], a [INSERT STATE] [INSERT TYPE OF ENTITY – LAW ENFORCEMENT ENTITY, CORPORATION, LIMITED LIABILITY COMPANY, ETC.] (“**Collector**” or “**you**”).

RECITALS

A. WHEREAS, ReturnMeds has elected to operate pharmaceutical collection and disposal programs in King County, Washington, and potentially other jurisdictions in the future;

B. WHEREAS, ReturnMeds engages third parties to serve as locations within these programs where unwanted and/or waste pharmaceuticals may be deposited, by ultimate users, in onsite, secure kiosks provided by ReturnMeds for later disposal;

C. WHEREAS, ReturnMeds promotes participating third-party collection locations on its website and encourages individuals to deposit unwanted and/or waste pharmaceuticals at such locations; and

D. WHEREAS, Collector desires to provide locations at which unwanted and/or waste pharmaceuticals may be deposited in ReturnMeds’ kiosks pursuant to the pharmaceutical stewardships laws in effect in the jurisdictions in which those locations are located;

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this agreement, the following definitions apply:

(a) “**Agreement**” means this Master Agreement and any Exhibit attached hereto and incorporated herein.

(b) “**Collection Location(s)**” means the location(s) specified on Exhibit A to this Agreement where Eligible Depositors may deposit Covered Drugs at ReturnMeds Kiosks for pickup by Designated ReturnMeds Transporter(s). Collection Locations may include Long-Term Care Facilities.

(c) “**Covered Drugs**” means, for each Covered Territory, the pharmaceuticals governed by the Pharmaceutical Stewardship Law of that Covered Territory, as indicated in Exhibit A under that Covered Territory’s name.

(d) “**Eligible Depositors**” means, for each Covered Territory, the individuals and entities eligible under the Pharmaceutical Stewardship Law of that Covered Territory to deposit Covered Drugs at a Collection Location, as indicated in Exhibit A under that Covered Territory’s name.

(e) “**Covered Territory**” means a Territory listed in Exhibit A.

(f) “**Designated Collector Employees**” means employees of a Collector who are trained regarding the proper oversight and use of the ReturnMeds Kiosks and who: (i) prepare deposited Covered Drugs for pickup by Designated ReturnMeds Transporters; and/or (ii) supervise the pickup of Covered Drugs from a Collection Location(s).

(g) “**Designated Employees**” means Designated Collector Employees and/or Designated LTCF Employees, as determined by the context of its use.

(h) “**Designated LTCF Employees**” means employees of a Long-Term Care Facility who are trained regarding the proper oversight and use of the ReturnMeds Kiosks and who: (i) along with Designated Collector Employees, prepare deposited Covered Drugs for pickup by Designated ReturnMeds Transporters; and/or (ii) along with Designated Collector Employees, supervise the pickup of Covered Drugs from a Long-Term Care Facility.

(i) “**Designated ReturnMeds Transporters**” means the third parties responsible for picking up Covered Drugs from Collection Locations in the Covered Territory(ies) and transporting the Covered Drugs for disposal.

(j) “**Inner Liner**” means an inner liner within a ReturnMeds Kiosk used for the collection of Covered Drugs.

(k) “**Laws**” means any and all federal, state, and local laws, rules, regulations, orders, and ordinances, including but not limited to any U.S. Drug Enforcement Agency regulations and any Pharmaceutical Stewardship Laws enacted by a Covered Territory concerning or relating to the collection, handling, transport, and/or disposal of pharmaceuticals.

(l) “**Long-Term Care Facility**” means a long-term care facility at which Collector is authorized under applicable Laws to have a ReturnMeds Kiosk installed for Eligible Depositors to dispose of Covered Drugs.

(m) “**Pharmaceutical Stewardship Law**” means a law governing the collection and disposal of pharmaceuticals.

(n) “**Regulated Stewards**” means an entity responsible under a Pharmaceutical Stewardship Law for the collection and disposal of Covered Drugs.

(o) “**ReturnMeds Kiosk**” means a secure pharmaceutical collection receptacle provided by ReturnMeds at a Collection Location during the Term of this Agreement and used by Eligible Depositors to deposit Covered Drugs at that Collection Location.

(p) “**ReturnMeds Website**” means the collection of web pages accessible via the Internet at <http://www.call2recycle.org>.

(q) “**Stewardship Plan**” means a Covered Territory-specific pharmaceutical collection and disposal plan developed by ReturnMeds on behalf of Regulated Stewards to meet the requirements of that Covered Territory’s Pharmaceutical Stewardship Law and submitted to the governmental entity responsible for review, approval, and/or oversight of the plan in accordance with that Covered Territory’s Pharmaceutical Stewardship Law.

(r) “**Stewardship Program**” means a Covered Territory-specific pharmaceutical collection and disposal program operated by ReturnMeds on behalf of Regulated Stewards in accordance with an approved Stewardship Plan.

(s) “**Term**” means an Initial Term or a Renewal Term, as those terms are defined in Section 5 of this Agreement.

(t) “**Territory**” means a specific State, county, or city located within the fifty (50) United States, the District of Columbia, the Commonwealth of Puerto Rico, or any Province of Canada, in which ReturnMeds operates a Stewardship Program.

2. COLLECTOR SERVICES AND RESPONSIBILITIES.

(a) Collector shall allow ReturnMeds to install ReturnMeds Kiosks containing Inner Liners at each Collection Location listed in Exhibit A in secure, controlled locations acceptable to both Collector and ReturnMeds and in accordance with all Laws, including but not limited to DEA regulations at 21 C.F.R. Part 1317. Each ReturnMeds Kiosk shall remain at the Collection Location at which it is installed and be available to Eligible Depositors to dispose of Covered Drugs for the entirety of each Term of this Agreement unless agreed to otherwise in writing by both Parties.

(b) Collector shall allow Eligible Depositors in the Covered Territory(ies) to deposit Covered Drugs in the ReturnMeds Kiosks during regular business hours.

(c) Collector shall not allow anyone other than Eligible Depositors to deposit Covered Drugs into the ReturnMeds Kiosks.

(d) Collector shall not charge Eligible Depositors any fees to deposit Covered Drugs into the ReturnMeds Kiosks.

(e) Collector shall not allow anything other than Covered Drugs to be deposited into the ReturnMeds Kiosks.

(f) Collector shall ensure the proper training of Designated Employees regarding the installation, oversight, use and removal of ReturnMeds Kiosks and Inner Liners.

(g) Collector shall periodically inspect the ReturnMeds Kiosks to monitor general wear and tear and shall promptly inform ReturnMeds if the ReturnMeds Kiosks are in need of maintenance or repair.

(h) Collector hereby acknowledges that ReturnMeds will provide shipping containers and labels for the pickup and disposal of Covered Drugs on behalf of Regulated Stewards participating in a Stewardship Program in one or more Covered Territory(ies). Upon request, Collector shall provide ReturnMeds and/or its Regulated Stewards with any information they reasonably require to demonstrate compliance with applicable Laws.

(i) Each installed ReturnMeds Kiosk shall remain under the sole control and custody of Collector for the entire Term of this Agreement. Collector shall comply with the procedures in Appendix 1 to this Agreement regarding the operation and security of the ReturnMeds Kiosks and the handling and removal of Covered Drugs from ReturnMeds Kiosks and/or Collection Locations.

(j) Collector shall comply with all applicable Laws in the performance of its obligations under this Agreement.

(k) Collector shall operate its Collection Locations in compliance with all applicable Laws.

(l) Collector agrees that ReturnMeds may list the Collection Locations on the ReturnMeds Website. ReturnMeds may make use of Collector’s brand names and/or logos, if any, in statements related to a Stewardship Plan or Stewardship Program that appear on the ReturnMeds Website and/or other print and electronic materials, including, but not limited to, banners, brochures, and press releases pertaining to that plan or program, *provided*, however, that such statements shall not assert or imply that Collector is participating in a Stewardship Plan or Stewardship Program that is not indicated on **Exhibit A**, which is attached hereto and incorporated into this Agreement.

3. RETURNMEDS RESPONSIBILITIES.

(a) ReturnMeds will install ReturnMeds Kiosks containing Inner Liners at Collection Locations at a time mutually agreeable to the Parties. The ReturnMeds Kiosks will be installed in accordance with: (i) the requirements of this Agreement; (ii) the Stewardship Program for the Covered Territory in which the ReturnMeds Kiosk is located; and (iii) all applicable Laws, including but not limited to 21 C.F.R. Part 1317.

(b) ReturnMeds will:

(i) upon installation of a ReturnMeds Kiosk at a Collection Location, promptly publish that Collection Location on the ReturnMeds Website. ReturnMeds shall promptly update the ReturnMeds Website to reflect any changes to the Collection Locations; and

(ii) if required by a Covered Territory, inform the regulatory agency responsible for implementing the Covered Territory's Pharmaceutical Stewardship Law that the Collection Location(s) is/are part of the Stewardship Program in the Covered Territory.

(c) ReturnMeds will provide training to Designated Employees regarding the proper oversight and use of the ReturnMeds Kiosks and the installation and removal of Inner Liners.

(d) ReturnMeds shall use its best efforts to ensure that the Designated ReturnMeds Transporter(s):

(i) complies with the procedures in Appendix 1 to this Agreement regarding the transportation of Covered Drugs to an approved destruction facility.

Notwithstanding section 3(d)(i) above, the Designated ReturnMeds Transporter(s) may refuse to pick up Covered Drugs if the Inner Liner is not prepared for pickup in accordance with Appendix 1 and any applicable Law.

(e) ReturnMeds shall arrange for all Covered Drugs that are picked up from Collection Location(s) to be disposed of in accordance with all applicable Laws.

(f) ReturnMeds shall comply with all applicable Laws in the performance of its obligations under this Agreement.

4. HANDLING FEES.

ReturnMeds shall not be obligated to pay Collector any fees for any activities described by this Agreement.

5. DURATION AND TERMINATION OF AGREEMENT.

(a) This Agreement shall be in effect from the Effective Date through the end of the second calendar year following the first anniversary of the Effective Date (the "**Initial Term**"). The agreement shall be automatically renewed annually thereafter on a calendar year by calendar year basis (each a "**Renewal Term**"). Either Party may decline to renew this Agreement by providing to the other Party at least ninety (90) calendar days' written notice prior to the expiration of the Term then in effect a notice of non-renewal.

(b) This Agreement may be terminated at any time as provided below:

(i) By mutual agreement of the Parties; *provided*, however, that no such agreement shall be valid unless it is in writing and is signed by both Parties;

(ii) By either Party pursuant to Section 11; and

(iii) By either Party following ten (10) calendar days' written notice in the event that:

(A) the other Party commits a material breach of this Agreement, and that breach is not cured within thirty (30) calendar days after that Party has received written notice of the breach;

(B) A proceeding is filed by or against the other Party under any chapter of the federal bankruptcy laws;

(C) A trustee or receiver is appointed for the other Party; or

(D) If the other Party is privately held, there is a change of ownership of the other Party.

(c) If this Agreement expires or is terminated for any reason, the provisions relating to confidentiality, governing law, dispute resolution, jurisdiction, indemnification, and liability shall remain in effect.

7. INDEMNIFICATION.

(a) Each Party (an "**Indemnifying Party**") shall indemnify and hold harmless the other Party and its successors, assigns, directors, officers, employees, agents, and representatives (the "**Indemnified Party**") from and against any and all liabilities, demands, causes of action, lawsuits governmental agency actions, losses and damages of all kinds, fines, penalties, costs and expenses, as well as any and all claims for any of the foregoing, including, but not limited to, reasonable attorneys' fees and costs of court, arising from or relating to the Indemnifying Party's: (i) breach of any provision of this Agreement; or (ii) negligence or willful misconduct.

(b) The Indemnifying Party shall (i) defend at its own cost and through counsel of its own choice or (ii) settle, subject to the approval of the other Party, such approval not to be unreasonably conditioned, withheld or delayed, any actions or suits against the other for which it is responsible hereunder and shall reimburse the other for reasonable attorneys' fees, interest, costs of suit, and all other expenses incurred by the other in connection therewith.

(c) The Indemnified Party shall (i) provide the Indemnifying Party with prompt written notice of any claim, suit, or proceeding for which the indemnified Party is seeking indemnity, and (ii) reasonably cooperate with the defense or settlement negotiations, as the case may be, conducted by the Indemnifying Party.

(d) Except as otherwise set forth in this Agreement, each party will assume liability for itself, for its employees and agents, and for any injury to persons or property resulting in any manner from the conduct of its own operations.

(e) Nothing in this Section 6 shall bar any legal remedies that either Party may have against the other Party for failure to fulfill obligations arising under this Agreement.

8. LIMITATION OF LIABILITY.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OR ALLEGED TO ARISE OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR CUSTOMER GOODWILL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TITLE TO COVERED DRUGS.

Title to Covered Drugs and any other materials deposited at ReturnMeds Kiosks shall remain with Collector until removed from ReturnMeds Kiosks by the Designated ReturnMeds Transporter(s).

10. DISPUTE RESOLUTION.

(a) If either Party wishes to inform the other Party of a dispute arising under or connected with this Agreement, the Party will promptly notify the other Party in writing of the dispute. The Parties will seek to resolve the dispute informally.

(b) If the dispute has not been resolved informally within thirty (30) calendar days after the receipt of written notice, either Party may refer the dispute to the American Arbitration Association for mediation. Any disputes that arise under or relate to this Agreement, and that are not resolved informally or by mediation, may only be decided by

arbitration under the Commercial Arbitration Rules of the American Arbitration Association. At the option of ReturnMeds, any such arbitration will take place in either Georgia or the District of Columbia unless the Parties mutually agree on another location. Any judgment rendered by the arbitrator shall be final and binding and may be entered in any court with jurisdiction as provided in Section 16.

(c) Nothing in this Agreement limits your right or the right of ReturnMeds to seek a preliminary injunction against the other Party pending the resolution of an arbitrable dispute.

(d) If any arbitration or action is commenced by any Party to enforce or interpret the terms of this Agreement, the Party finally prevailing in such arbitration or action (after appeal, if any) shall be entitled to recover from the unsuccessful Party reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which it may be entitled.

(e) If any dispute arising hereunder shares common questions of law or fact with a separate dispute(s) between ReturnMeds and another entity(ies), you consent to arbitration of the related disputes in a single, consolidated proceeding.

11. ASSIGNMENT.

This Agreement and any or all of ReturnMeds' obligations hereunder may be assigned by ReturnMeds to any successor entity(ies). This Agreement may not be assigned by you other than to an entity controlled by or in common control with you.

12. UNFORESEEN OCCURRENCES.

Any delay or failure by either Party in the material performance of its obligations arising under this Agreement shall be excused if and to the extent the failure is due to a cause or causes beyond the reasonable control of the Party ("Force Majeure"); *provided*, however, that the Party affected by Force Majeure must give the other Party prompt written notice of the delay and must be diligent in attempting to remove such cause or causes. Force Majeure includes, but is not limited to, acts of God, strikes, action of regulatory agencies, fire, flood, wind storm, explosion, riot, war, and sabotage. If the Force Majeure is not rectified within sixty (60) calendar days of written notice, Collector or ReturnMeds (as the case may be) may terminate this Agreement. Such termination of the Agreement will be effective thirty (30) calendar days after Collector or ReturnMeds provide written notice of such termination.

13. NO AGENCY.

Collector is not the agent of ReturnMeds for any purpose. ReturnMeds is the agent of Collector for any purpose.

Nothing in this Agreement shall be interpreted to create such an agency relationship between the Parties. Neither ReturnMeds nor Collector shall represent that either Party is an agent of the other Party.

14. AUTHORITY.

By executing this Agreement, each signatory represents that the entity on behalf of which he or she is signing is authorized to be bound by it, and that he or she has authority to bind that entity for purposes of this Agreement.

15. NOTICE.

Any notice required under this Agreement must be in writing and delivered by hand, by certified or registered mail with the proper postage and return receipt requested, by a nationally-recognized overnight delivery service, or by confirmed electronic delivery. These notices must be sent to a Party at the address set forth below, unless that Party has provided a new address in writing:

TO RETURNMEDS:

Roxane Peggs
ReturnMeds LLC
1000 Parkwood Circle
Suite 200
Atlanta, GA 30334
Phone: 678-419-9900
Fax: 678-419-9986
Email: rpeggs@call2recycle.org

TO CUSTOMER:

Customer Name: _____
c/o Individual Name: _____
Individual Title: _____
Street Address: _____
City, State & Zip: _____
Email: _____

Notice shall be deemed effective only when it has been received by the intended recipient, or when the intended recipient refuses receipt. Either Party may change the notice address by following the procedure established by this Section.

16. CONFIDENTIALITY.

Neither Party shall, without the other Party's prior written consent, at any time (i) use any confidential information for any purpose other than in connection with this Agreement, or (ii) disclose any portion of any confidential information to third parties except as may be required by law or except disclosure to auditors, attorneys, accountants or consultants retained by a Party in the course of business who agree to

be bound by confidentiality obligations such as those provided in this Agreement. If a Party is required to disclose any confidential information pursuant to an order or requirement of a court, administrative agency, or other governmental body, the Party shall provide prompt written notice of such order or requirement to the other Party so that the other Party may seek a protective order, and the Disclosing Party shall use reasonable efforts to cooperate with the other Party in its efforts to obtain a protective order.

17. CONSTRUCTION, MODIFICATION, AND INTERPRETATION OF AGREEMENT.

(a) This Agreement shall be interpreted pursuant to the laws of the State of Delaware (except that the conflict of laws rules of the State of Delaware shall not apply) and shall be deemed to have been entered into in the State of Delaware.

(b) No modification of this Agreement shall be valid unless it is in writing and is signed by both Parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and is signed by the Party against whom it is sought to be enforced. The failure of any Party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth in this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement, or understanding at a future time.

(c) Each Party hereto irrevocably consents to the jurisdiction of the courts of Georgia and the District of Columbia, and of any Federal court located in Georgia or the District of Columbia, in connection with any action by ReturnMeds arising out of or relating to this Agreement, as well as in connection with any arbitration commenced in accordance with Section 9. In any such action, each Party waives personal service of any summons, complaint, or other process and agrees that the service thereof may be made by certified or registered mail directed to the Party at its address as set forth herein. Each Party also irrevocably waives any objection to the lack of venue of any action by ReturnMeds arising out of this Agreement in the courts of the District of Columbia or Georgia or any Federal court located in Georgia or the District of Columbia, and irrevocably waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum.

(d) In the event that any particular provision of this Agreement is found to be invalid or unenforceable, it is the intent of the Parties that the Agreement be construed or reformed to the fullest extent possible so as to conform to the manner in which it was originally intended to operate.

(e) This Agreement may be executed in identical counterparts which, taken together, shall be considered a single instrument.

way the meaning or interpretation of this Agreement. The use of the word "including" herein shall mean "including without limitation."

(f) The headings and captions contained in this Agreement are for reference purposes only and shall not affect in any

IN WITNESS THEREOF, the parties are signing this agreement as of the Effective Date set forth above.

ReturnMeds:

ReturnMeds LLC
1000 Parkwood Circle, Suite 200
Atlanta, GA 30339

By: _____
Printed Name: _____
Title: _____
E-mail: _____

COLLECTOR:

Corporate Name: _____
Corporate Address: _____

By: _____
Printed Name: _____
Title: _____
E-Mail: _____

Appendix 1

PROCEDURES FOR HANDLING AND REMOVAL OF COVERED DRUGS

1. Each ReturnMeds Kiosk provided by ReturnMeds will include Inner Liners for the collection of Covered Drugs that meet all U.S. Drug Enforcement Administration requirements governing the disposal of Covered Drugs, including but not limited to the requirements in 21 C.F.R. Part 1317. Each individual Inner Liner provided to a Collector will have a unique ID number. The Parties shall document the ID numbers of the Inner Liners received by Collector from ReturnMeds.
2. Employees of Designated Collectors shall install and/or remove Inner Liners from ReturnMeds Kiosks. At least two Designated Collector Employees shall supervise such installation and/or removal, except that one Designated Collector Employee and one Designated LTCF Employee (together, "**Co-Designated Employees**") may install and/or remove or supervise such installation and/or removal of Inner Liners at Long-Term Care Facilities.
3. All Inner Liners containing deposited Covered Drugs shall be sealed immediately upon removal from a ReturnMeds Kiosk by at least two Designated Collector Employees or, at a Long-Term Care Facility, by Co-Designated Employees.
4. If Designated Collector Employees or Co-Designated Employees remove and seal an Inner Liner containing Covered Drugs from a ReturnMeds Kiosk before a Designated ReturnMeds Transporter arrives at a Collection Location for pickup, they shall document the removal and sealing of the Inner Liner and indicate the unique ID number of the Inner Liner and the date and time of removal. They shall also: (i) install a new Inner Liner in the ReturnMeds Kiosk and document such installation by indicating the unique ID number of the Inner Liner and the date and time of installation; (ii) ensure that the ReturnMeds Kiosk is properly secured after installation of the new Inner Liner; and (iii) ensure that sealed Inner Liners containing Covered Drugs are properly stored, all in accordance with U.S. DEA regulations and all other applicable Laws, before pickup by a ReturnMeds Transporter.

EXHIBIT A

Covered Territory	Pharmaceutical Stewardship Law	Covered Drugs	Eligible Depositors	Collection Locations
King County, Washington	King County Board of Health Secure Medicine Return Regulations, Chapter 11.50 of the King County, Washington, Board of Health Code	"Covered Drugs" as defined in Section 11.50.030(B) of the King County, Washington, Board of Health Code	"Covered Entities" as defined in Section 11.50.030(C) of the King County, Washington, Board of Health Code	



To: Mayor Perry and City Council Members
From: Betty J. Garrison, Finance Director
Date: November 16, 2015
Re: Ordinance – Tax Levy – Second Read/Adoption

ATTACHMENTS: 2016 Tax Levy Ordinance

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: “I move to adopt the 2016 Tax Levy Ordinance .”

Issue: The City must adopt and submit their tax levy ordinance by the 30th of November. When final Assessed Valuations are not received the City must submit an estimate by the deadline. Adjustments may be made in December or January. This Ordinance is based on the current estimates of Assessed Values and New Construction as provided by King and Pierce County.

A public Hearing was held on November 9, 2015 regarding Revenue Sources including the proposed increase in Property Taxes. This Levy allows for the highest allowable levy for the City of Milton.

**CITY OF MILTON
ORDINANCE 15-####**

AN ORDINANCE OF THE CITY OF MILTON, PIERCE COUNTY AND KING COUNTY, WASHINGTON; ESTABLISHING THE REGULAR TAX LEVY FOR PROPERTIES LOCATED IN PIERCE AND KING COUNTY FOR THE YEAR 2016; ESTABLISHING AN EFFECTIVE DATE; AND ESTABLISHING SEVERABILITY.

WHEREAS, the City Council of the City of Milton has met and considered its budget for the calendar year 2016 pursuant to RCW 84.55.120; and

WHEREAS, the City's actual levy amount from the previous year was \$1,117,271.06; and

WHEREAS, the population of the City is less than 10,000; **NOW, THEREFORE**,

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

Section 1. That an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2016 tax year.

Section 2. That the dollar amount of the increase over the actual levy amount from the previous year shall be \$363,898.34 which is a percentage increase of 32.5703% from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 3. Effective Date. This ordinance shall be in full force and effect five (5) days after proper posting and publication. A summary of this Ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 4 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 November, 2015.

Debra Perry, Mayor

Attest/Authenticated:

Approved As To Form:

Katie Bolam / City Clerk

Kristin Eick, City Attorney

Date of Publication:

Effective Date:



To: Mayor Perry and City Council Members
From: Betty J. Garrison, Finance Director
Date: November 16, 2015
Re: Ordinance – 2015 Budget Amendment No. 3 – First Read

ATTACHMENTS: 2015 Budget Amendment Ordinance
Exhibit A
Exhibit B

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Issue: The 2015 Budget was adopted with Ordinance No. 1854-14 on November 17, 2014 ; amended with Ordinance No. 1860-15 on March 16, 2015; and amended with Ordinance 1868-15 on September 8, 2015.

Before you today is a third Budget Amendment for the 2015 Budget that incorporates the changes listed below:

- Formally allocates the Inter-fund Transfers from the Strategic Reserve to the Asset Replacement Fund and General Fund Capital Improvement Reserve Fund.
- Formally allocates the Inter-fund Transfers from the Electric Fund, Water Fund and Stormwater Fund to the Asset Replacement Funds for each Utility.
- Formally allocates the Inter-fund Transfers from the Electric Fund and Water Fund to the Capital Improvement Funds for each Utility.
- Formally establishes the position of City Engineer as approved by Council on September 21, 2015.
- Budgets for Inter-fund Transfers to the Vehicle Repair and Replacement Fund in the event that transfers are required to keep this fund in the black at the end of the year.

A Public Hearing will be held at the December 7th meeting to allow for Public Comment on these proposed changes.

**CITY OF MILTON
ORDINANCE XXXX-15**

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON; AMENDING ORDINANCE NO. 1868-15 ADOPTED SEPTEMBER 8, 2015; WHICH AMENDED 1860-15, ADOPTED MARCH 16, 2015; WHICH AMENDED ORDINANCE NO. 1854-14, ADOPTED NOVEMBER 17, 2014 ADOPTING THE ANNUAL BUDGET OF THE CITY OF MILTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2015; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Milton City Council adopted the 2015 budget pursuant to Ordinance No.1854-14; and

WHEREAS, the Milton City Council amended the 2015 budget pursuant to Ordinance No.1860-15; and

WHEREAS, the Milton City Council amended the 2015 budget pursuant to Ordinance No. 1868-15; and

WHEREAS, this amendment was brought before the City Council at a Regular Meeting on November 16th, 2015 and a Public Hearing was held for the purpose of accepting Public Comment on December 7th, 2015, and

WHEREAS, Council authorized changes in the adopted staffing in open Council meetings after the adoption of the 2015 Budget, and

WHEREAS, the budget is being amended to reflect changes due to the creation of Funds for Asset Replacement and Capital Improvements and Capital Improvement Reserves, and

WHEREAS, it is in the best interest of the City of Milton to amend the budget when there are changes being made in anticipated appropriations,

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

Section 1. The 2015 budget, as adopted in Ordinance 1868-15 is hereby amended as set forth in Exhibit A and B, attached hereto.

Section 2. **Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or Federal law or regulations, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall become effective and be in full force five (5) days after passage, approval, and publication as provided by law.

PASSED AND APPROVED at the regular meeting of the Council of the City of Milton, Washington, this 7th day of December, 2015.

Debra Perry, Mayor

Attest/Authenticated:

Katie Bolam, City Clerk

Approved as to form:

Kristin Eick, City Attorney

Date of Publication:

Effective Date:

Exhibit A : Ordinance XXXX-15
 2015 Budget Amendment No. 3

	Amendment #3 2015 Budget			
	Beginning Balance	Revenue	Expenditures	Ending Fund Balance
General:				
General Fund	\$ 2,658,181	\$ 4,482,675	\$ 6,578,038	\$ 562,818
Fire EMS	\$ (664)	\$ 664	\$ -	\$ -
GF Asset Replacement	\$ -	\$ 261,235	\$ -	\$ 261,235
Streets	\$ 69,957	\$ 541,180	\$ 579,588	\$ 31,549
Strategic Reserve	\$ 777,877	\$ 5,000	\$ 522,770	\$ 260,107
Drug Seizure	\$ 12,155	\$ 15,000	\$ 16,215	\$ 10,940
Criminal Justice	\$ (1,578,205)	\$ 4,343,805	\$ 2,681,312	\$ 84,288
Community Events	\$ 3,247	\$ 33,500	\$ 19,700	\$ 17,047
Police Reserve Officer	\$ 4,792	\$ 2,500	\$ 5,000	\$ 2,292
Special Revenue Funds:				
REET1	\$ 163,576	\$ 117,210	\$ 120,000	\$ 160,786
REET2	\$ 163,576	\$ 117,200	\$ 170,000	\$ 110,776
Traffic Impact Fees	\$ 106,679	\$ 6,150	\$ -	\$ 112,829
Capital Projects Funds:				
Capital Projects	\$ 234,736	\$ 5,290,254	\$ 5,402,880	\$ 122,111
Capital Improvement Resrve	\$ -	\$ 261,235	\$ -	\$ 261,235
Enterprise Funds:				
Electric	\$ 4,896,503	\$ 4,814,099	\$ 9,629,715	\$ 80,887
Electric Utility Capital		\$ 2,118,290		\$ 2,118,290
Electric Utility Asset Replacement		\$ 240,000		\$ 240,000
Water	\$ 3,186,066	\$ 2,456,836	\$ 5,523,927	\$ 118,975
Water Utility Capital		\$ 2,690,748		\$ 2,690,748
Water Utility Asset Replacement		\$ 200,000		\$ 200,000
Storm Water	\$ 1,018,200	\$ 864,400	\$ 1,132,185	\$ 750,415
Storm Water Capital	\$ 518,190	\$ 233,200	\$ 311,740	\$ 439,650
Storm Water Asset Replacement		\$ 60,000		\$ 60,000
Internal Service Funds:				
Vehicle Repair & Maint	\$ 881	\$ 197,000	\$ 184,565	\$ 13,316
IT Internal Service Fund	\$ -	\$ 376,600	\$ 368,000	\$ 8,600
Agency Funds:				
Trust Funds	\$ 15,360	\$ 115,000	\$ 115,000	\$ 15,360
Municipal Court Fund	\$ 11,356	\$ 500,000	\$ 511,000	\$ 356
Total	\$ 12,262,464	\$ 30,343,781	\$ 33,871,635	\$ 8,734,611

2015 PROPOSED BUDGET CHANGES

City Of Milton

MCAG #: 0590

Time: 11:12:53 Date: 11/12/2015

Page: 1

	Original	Proposed	Difference	
001 - 597 50 10 001	0.00	2,000.00	2,000.00	0.0%
004 - 397 10 30 004	0.00	261,235.00	261,235.00	0.0%
101 - 597 50 10 101	0.00	2,000.00	2,000.00	0.0%
103 - 597 00 40 103	0.00	261,235.00	261,235.00	0.0%
103 - 597 31 40 103	0.00	261,235.00	261,235.00	0.0%
314 - 397 10 30 314	0.00	261,235.00	261,235.00	0.0%
401 - 597 40 20 401	0.00	2,118,290.00	2,118,290.00	0.0%
401 - 597 40 90 401	0.00	240,000.00	240,000.00	0.0%
401 - 597 50 10 401	0.00	3,000.00	3,000.00	0.0%
402 - 397 40 10 402	0.00	2,118,290.00	2,118,290.00	0.0%
403 - 597 40 40 403	0.00	2,690,748.00	2,690,748.00	0.0%
403 - 597 40 50 403	0.00	200,000.00	200,000.00	0.0%
403 - 597 50 10 403	0.00	3,000.00	3,000.00	0.0%
404 - 397 10 30 404	0.00	2,690,748.00	2,690,748.00	0.0%
405 - 397 40 10 405	0.00	200,000.00	200,000.00	0.0%
406 - 597 40 80 406	0.00	60,000.00	60,000.00	0.0%
406 - 597 50 10 406	0.00	2,000.00	2,000.00	0.0%
408 - 397 40 60 408	0.00	60,000.00	60,000.00	0.0%
409 - 397 40 10 409	0.00	240,000.00	240,000.00	0.0%
501 - 397 00 01 501	0.00	2,000.00	2,000.00	0.0%
501 - 397 10 10 501	0.00	2,000.00	2,000.00	0.0%
501 - 397 40 10 501	0.00	3,000.00	3,000.00	0.0%
501 - 397 40 30 501	0.00	3,000.00	3,000.00	0.0%
501 - 397 40 60 501	0.00	2,000.00	2,000.00	0.0%

Full Time Employees	2015 Proposed FTE	IBEW Grade	STEP A	STEP B	STEP C	STEP D	STEP E
Parks & Facilities Worker	-	12	\$ 3,307	\$ 3,496	\$ 3,675	\$ 3,858	\$ 4,049
Deputy City Clerk	1.00	13	\$ 3,496	\$ 3,675	\$ 3,847	\$ 4,049	\$ 4,251
Finance Technician I	3.00						
Maintenance Worker I	3.75						
Meter Reader	1.00						
Police Clerk	1.00						
PW Field Administrative Assistant	1.00	14	\$ 3,675	\$ 3,847	\$ 4,049	\$ 4,251	\$ 4,467
PW Administrative Assistant	1.00						
IT System Support Specialist	1.00						
Sr Admin Asst/Permit Tech w/License	1.00						
Mechanic	1.00	16	\$ 4,049	\$ 4,251	\$ 4,467	\$ 4,687	\$ 4,918
Maintenance II - Parks/Facilities	1.00						
Maintenance Worker II	2.00						
Finance Technician II	-						
Electric Equipment Operator	1.00	17	\$ 4,251	\$ 4,467	\$ 4,687	\$ 4,918	\$ 5,167
IT Systems Administrator	1.00	18	\$ 4,467	\$ 4,687	\$ 4,918	\$ 5,167	\$ 5,319
Senior Accountant	-						
Maintenance III - Lead	1.00	19	\$ 4,687	\$ 4,918	\$ 5,167	\$ 5,319	\$ 5,696
Utility Maintenance III/Water Treatment	1.00						
Journey Elec Lineman	3.00	23	\$ 5,696	\$ 5,982	\$ 6,282	\$ 6,595	\$ 6,925
Utility Supervisor	1.00						
Apprentice Lineman (varying % of LM)	-						
Building Official	1.00						
Electrical Foreman	1.00	26	\$ 6,595	\$ 6,925	\$ 7,274	\$ 7,634	\$ 8,015
Unformed Personnel			Academy	STEP A	STEP B	STEP C	STEP D
Police Officer	7.00		\$ 4,712	\$ 4,947	\$ 5,195	\$ 5,453	\$ 5,728
Code Enforcement Officer	1.00		\$ 4,712	\$ 4,947	\$ 5,195	\$ 5,453	\$ 5,728
Police Sergeant	3.00		\$ -	\$ 6,304	\$ 6,619	\$ 6,950	\$ 7,298
Detective	1.00		\$ 4,712	\$ 4,947	\$ 5,195	\$ 5,453	\$ 5,728
Exempt Positions - Directors			2015 Salary Range				
City Administrator	-		\$ 120,000	-----	-----	-----	\$ 126,000
Finance Director	1.00		\$ 75,600	-----	-----	-----	\$ 104,990
City Clerk	1.00		\$ 66,990	\$ 70,340	\$ 73,856	\$ 77,549	\$ 81,427
Public Works Director	-		\$ 75,600	-----	-----	-----	\$ 104,990
IT Director	1.00		\$ 75,600	-----	-----	-----	\$ 104,990
Police Chief	1.00		\$ 75,600	-----	-----	-----	\$ 104,990
Community Development Director	1.00		\$ 72,000	-----	-----	-----	\$ 104,990
Other Exempt Personnel			2015 Salary Range				
Police Lieutenant	-		\$ 68,400	-----	-----	-----	\$ 92,400
Senior Planner	-		\$ 66,990	\$ 70,340	\$ 73,856	\$ 77,549	\$ 82,241
Accounting Supervisor	-		\$ 66,990	\$ 70,340	\$ 73,856	\$ 77,549	\$ 82,241
City Engineer	1.00		\$ 68,400	-----	-----	-----	\$ 92,400
Storm Water Compliance Officer	1.00		\$ 66,990	\$ 70,340	\$ 73,856	\$ 77,549	\$ 82,241
P W Superintendent & Project Engineer	1.00		\$ 68,400	-----	-----	-----	\$ 92,400
Part-Time Employees							
Senior Program Coordinator	0	13	\$ 3,427	\$ 3,603	\$ 3,782	\$ 3,970	\$ 4,168
Civil Service Secretary	150 hrs		\$ 15.65	-----	-----	-----	-----
Clerical Pool	1,500 hrs		\$ 13.00	-----	-----	-----	\$ 18.00
Seasonal Public Works Crew	2780 hrs		\$ 11.00	-----	-----	-----	\$ 13.00
Elected Officials (Non FTE)							
Mayor	1						
Council	7						
FTE Summary	2015	2014	2013	2012	2011	2010	2009
Total Regular FTE's	47.75	41	40	42	41.25	47	51.5
Total Part-Time FTE's	2						



To: Mayor Perry and City Council Members
From: Betty J. Garrison, Finance Director
Date: November 9, 2015
Re: **2016 Budget Discussion**

ATTACHMENTS: Please bring your budget document

TYPE OF ACTION:

Information Only Discussion Action Public Hearing

Discussion:

The 2016 Preliminary Budget document was presented on November 2, 2015 during the Regular City Council Meeting, and again on the November 9, 2015 agenda for discussion.

The Public Hearing for the Final Budget is scheduled on December 7th, and adoption of the 2016 Budget may follow that Public Hearing. The 2016 Budget must be adopted prior to December 31, 2015.

Fiscal Impact/Source of Funds: Outlined in the budget document