



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

October 19, 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 – Approval of the minutes of:

- i. 10/5/15 Regular Meeting
- ii. 10/12/15 Study Session

B. Claims Approval:

- i. Approval of the checks/vouchers numbers 57719-57806 in the amount of \$170,789.99

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.

- ii. Approval of the payroll disbursement of 10/5/15 and related check numbers 3886-3891 and 57705-57718 in the amount of \$252,185.60

C. Resolution – Fee Schedule Update

D. Contract Approval – Dynamic Collectors

E. Informational Item – Oak Street Reconstruction

F. Grant Approval – Department of Commerce – Police Security/Hardening Project

6. Presentation

A. WCIA Attorney Mike Connelly – Public Officials Risk Management Update

7. Council Reports

8. Mayor’s Report

9. Adjournment

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

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

Thank you.



DRAFT CITY COUNCIL MINUTES

Regular Meeting
Monday, October 5, 2015
7:00 p.m.

CALL TO ORDER

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

ROLL CALL

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

Absent: Councilmember Morton (**MOTION: Zaroudny/Johnson; Passed 6/0**)

STAFF PRESENT

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

ADDITIONS / DELETIONS

None.

CITIZEN PARTICIPATION

None.

CONSENT AGENDA

Approval of:

- A. Minutes
 - a. September 21, 2015 Regular Meeting
- B. Voucher and Payroll Approval
 - a. Vouchers numbered 57627-57704 in the amount of \$123,544.59.
 - b. Payroll for 9/20/15 and related check numbers 3882-3885, 57607-57610, and 57620-57626 in the amount of \$157,264.26.

MAYOR PRO TEM ZAROUDNY MOVED, seconded by Councilmember Johnson, to approve the Consent Agenda. **Passed 6/0.**

PUBLIC HEARING

A. Fencing, Hedges, and Walls Provision Modifications

Director Nix presented information on the background of this issue. He passed out a map to reference in discussions on the impacts of the proposed ordinance.

Mayor Perry opened the public hearing at 7:13 pm.

Mayor Perry closed the public hearing at 7:14 pm.

REGULAR AGENDA

A. Fencing, Hedges, and Walls Provision Modifications

Director Nix continued his presentation and responded to Council’s questions and comments.

Discussion included adding verbiage to the end of 17.44.080A – “and provided the safety vision clearance requirements of this chapter shall be maintained.”

Speaker	Comments
Jacquelyn Whalen	As Vice Chair of the Planning Commission – she explained the two things to keep in mind are: 1) the Vision Clearance Triangle, and 2) the height allowance of anything on the lot at all. She expounded with examples.

COUNCILMEMBER MANLEY MOVED, seconded by Councilmember Ott, to adopt the attached revisions to the zoning code, to include the added verbiage, “and provided the safety vision clearance requirements of this chapter shall be maintained,” to the end of MMC17.44.080A, allowing for enhanced flexibility in the placement of fences, hedges, and walls, as recommended by the Planning Commission.

Councilmember Whalen commented on his preferred procedure for items to come to council in multiple reads.

The motion was voted on and passed 6/0.

- Presentation – Police Fleet Update

Chief Hernandez handed out a presentation prepared by Sergeant Hume, explaining the status of the current police fleet and the maintenance and replacement plan going forward.

Questions and comments ensued.

Speaker	Comments
Jacquelyn Whalen	Questioned if car purchases have extended warranty plans? Chief Hernandez will check and report back.

- Presentation – Revenue Estimates and Department Requests

Director Garrison handed out proposed preliminary revenues and expenditure estimates, and explained the format and information. Some discussion ensued regarding plan check fees expected from East Pierce Fire District.

Speaker	Comments
Jacquelyn Whalen	Provided update from recent EPFD meeting related to plan check fees.

DIRECTOR'S REPORTS

Director Nix

- Recently held three public hearings before the Hearing Examiner – all were approved with conditions; now moving into civil plan review.
- Scheduling an intake for a new Taco Bell development
- Held a neighborhood meeting regarding the condominium and retail development behind the post office.
- Next week's study session will include discussion on the flashing crosswalk signs, the deep well study, and the 28th/Milton Way intersection study.

Director Garrison

- At a previous meeting, Council asked about savings due to LED street lights – approximately \$5,000 annual savings is expected.

Chief Hernandez

- Handed out reports on the Current Planning and Public Works Capital projects.
- Updated information on South Sound 911 dispatch services.
- Provided status on Puyallup jail contract.

COUNCIL REPORTS

Mayor Pro Tem Zaroudny

- Attended the neighborhood meeting regarding the condominium development – impressed with turnout – pleased at the presentation and the response

Councilmember Johnson

- Found the MRSC budget webinar to be articulate and helpful

- Requested information on the ramp associated with the new coffee shop across from Dave's

Councilmember Ott

- Requested information regarding SS911 – some discussion ensued
- Spaghetti Dinner and Silent Auction at Mill Ridge on October 15 at 7pm called "A Night in Tuscany" for the VFW – \$15/person

Councilmember Manley

- Got new CPR and 1st Aid certification from EPFD
- Concerned with intersection improvements for 2016

Councilmember Bennest

- Attended the Fife Harvest Festival
- This week is the Milton Craft Bazaar
- Unable to be at Council meeting next week

Councilmember Whalen

- Attended the Fife Harvest Festival
- Be careful on 20th Street in Fife – school zone camera in effect

MAYOR'S REPORT

- It has been very busy – current staff working very hard!
- Craft Bazaar this weekend – a few fun changes in store this year.

ADJOURNMENT

Adjourned at 9:02 p.m.

Debra Perry, Mayor

ATTEST:

Katie Bolam, City Clerk

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DRAFT CITY COUNCIL MINUTES

Study Session
Monday, October 12, 2015
7:00 p.m.

CALL TO ORDER

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

ROLL CALL

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

Absent: Councilmember Bennest

STAFF PRESENT

Finance Director Garrison, Police Chief Hernandez, Community Development/Public Works Director Nix, Public Works Superintendent Jeff Joy, Utilities Supervisor Glen Baker, and City Clerk Bolam

Mayor Perry introduced new Public Works Superintendent Jeff Joy, who provided a brief background of his professional career.

STUDY ITEMS

A. Flashing Crosswalk Signs

Director Nix and Public Works Superintendent Joy provided information on available crosswalk lights and staff's recommended model.

Council expressed appreciation for the lower than anticipated cost of these lights, and support for a third location, at 11th and Milton Way.

B. Well Study Presentation

Director Nix introduced Michael Piechowski from Robinson Noble, who presented a summary on the deep test well drilling project. He and Utilities Supervisor Baker answered Council's questions.

C. 28th / Milton Way Intersection Study

Director Nix explained the Pierce County study results and presented staff's recommended solution. Utilities Supervisor Baker explained some of the details. Council asked clarifying questions and expressed support for the proposed improvements.

PRESENTATIONS

A. Development Update

Director Nix provided status information on current and potential development around town.

MAYOR'S REPORTS

- Reported on the success of this year's Craft Bazaar

ADJOURNMENT

Adjourned at 9:10 p.m.

ATTEST:

Debra Perry, Mayor

Katie Bolam, City Clerk

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CONSENT AGENDA ITEM #5B

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
October 19th, 2015

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
10/9/2015	57719-57720	321.28	10/5/2015	ACH	100,031.84
9/30/2015	57721-57725	5,298.11	10/5/2015	3886-3891, 57705-57718	152,153.76
10/6/2015	57726	13,687.51			
10/14/2015	57727-57788	118,358.85			
10/15/2015	57789-57806	33,124.24			

Total Accounts Payable:	\$ 170,789.99	Total Payroll:	\$ 252,185.60
Voids			
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:

\$422,975.59 Dated: **October 19th, 2015**

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6256	10/09/2015	Claims	1	57719	BILLY FARMER	100.00	Craft Bazaar Entertainer
					116 - 573 92 41 000 - Fall Bazaar - Prof Svcs	100.00	Friday Night Craft Bazaar Performer
		APs	Amount		For		
		2680	100.00		Craft Bazaar Entertainer		
6257	10/09/2015	Claims	1	57720	DEBRA PERRY	221.28	City Hall Complex Landscaping Materials & Cany For The Bazaar
					001 - 518 30 31 000 - Operating Supplies	137.51	Bulbs For City Hall Complex Landscaping
					001 - 518 30 31 000 - Operating Supplies	39.99	Tree For City Hall Complex Landscaping
					116 - 573 91 31 000 - Milton Days - Supplies	43.78	Candy For Craft Bazaar
		APs	Amount		For		
		2679	221.28		City Hall Complex Landscaping Materials & Cany For The Bazaar		
6259	09/30/2015	Claims	1	E57721	COMCAST	21.32	Cable
					107 - 521 20 42 000 - Communication	10.66	
					401 - 533 50 42 000 - Communication	5.33	
					403 - 534 50 42 000 - Communication	5.33	
		APs	Amount		For		
		2677	21.32		Cable		
6260	09/30/2015	Claims	1	E57722	SHELL FLEET PLUS	4,872.79	Fuel
					001 - 518 30 32 000 - Operating Supplies/Fuel	40.12	Fuel
					107 - 521 20 32 000 - Fuel	2,443.22	Fuel
					406 - 531 30 32 000 - Fuel	400.20	Fuel
					401 - 533 50 32 000 - Fuel	830.70	Fuel
					403 - 534 50 32 000 - Fuel	788.37	Fuel
					101 - 542 30 32 000 - Operating Supplies/Fuel	249.82	Fuel
					001 - 576 80 32 000 - Fuel	120.36	Fuel
		APs	Amount		For		
		2498	4,872.79		Fuel		
6315	09/30/2015	Claims	1	E57723	WA STATE DEPT OF LICENSING FIREARMS SECTION	38.00	Firearms Renewal
					107 - 589 00 00 000 - Clearing Account	38.00	CPL Renewals
		APs	Amount		For		
		2736	38.00		Firearms Renewal		
6316	09/30/2015	Claims	1	E57724	DISCOVERY BENEFITS	365.00	FSA Claims
					001 - 589 17 01 000 - Discovery Benefit Pmts	365.00	FSA Claims
		APs	Amount		For		
		2737	365.00		FSA Claims		
6325	09/30/2015	Claims	1	E57725	WA STATE DEPT OF LICENSING FIREARMS SECTION	1.00	CPL Renewal Difference
					107 - 589 00 00 000 - Clearing Account	1.00	CPL Renewal - (total Due \$39.00)
		APs	Amount		For		
		2773	1.00		CPL Renewal Difference		

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6351 10/06/2015	Claims	1	E57726	US BANK	13,687.51	8272-090715; 6693-090715; 6895-090715; 5133-090715; 5893-090715; 5869-090715; 5976-090715; 5729-090715; 7758-090715; 6689-090715; 0719-090715; 6671-090715; 6655-090715; 6648-090715; 6614-090715; 6481-
				001 - 511 60 43 000 - Travel	20.00	Chamber Lunch Mayor
				001 - 513 10 35 000 - Small Tools & Equipment	81.33	Parliamentary Procedure Books
				001 - 513 10 43 000 - Travel	52.27	Mtg Mayor, Joy & Chief
				001 - 513 10 43 000 - Travel	13.80	PCCTA Mtg Mayor
				001 - 513 10 43 000 - Travel	20.00	Chamber Lunch Jim
				001 - 513 10 43 000 - Travel	34.00	Mgmt/HR Training Lunch
				001 - 513 10 43 000 - Travel	38.10	Mgmt/HR Training Lunch
				001 - 513 10 43 000 - Travel	27.20	PCCTA Mtg Mayor
				001 - 514 20 31 000 - Office and Operating Supplies	1.02	Manila Envelopes
				001 - 514 20 31 000 - Office and Operating Supplies	5.74	Binder Stand
				001 - 514 20 43 000 - Travel	16.25	Mgmt/HR Training Lunch
				001 - 514 20 43 000 - Travel	12.69	Mgmt/HR Training Lunch
				001 - 517 90 41 000 - Prof Svcs	300.00	Engraving Of Bench For Councilmember Memorial
				001 - 518 30 20 002 - Uniforms	28.06	Steel Toed Boots - Thacher
				001 - 518 30 31 000 - Operating Supplies	21.83	PPE For Crew
				001 - 518 30 31 000 - Operating Supplies	22.14	Phone Charger
				001 - 518 30 31 000 - Operating Supplies	12.41	Pens, Pads & Paper
				001 - 518 30 31 000 - Operating Supplies	60.44	Keys
				001 - 518 30 31 000 - Operating Supplies	146.70	Flowers In Park For Milton Days
				001 - 518 30 35 000 - Small Tools and Equipment	68.37	Camera
				001 - 518 30 48 000 - Repairs & Maintenance	17.40	Basement Plumbing Repairs
				001 - 518 30 48 000 - Repairs & Maintenance	18.57	Door Window Furniture Shims
				001 - 518 30 48 000 - Repairs & Maintenance	62.01	Key For Gate & Council Chambers Stage
				001 - 518 30 48 000 - Repairs & Maintenance	165.16	Lock Set For PD Clerk
				001 - 518 30 48 000 - Repairs & Maintenance	116.64	Paint & Tape
				001 - 518 30 48 000 - Repairs & Maintenance	83.75	Plumbing Repair Parts
				001 - 518 30 48 000 - Repairs & Maintenance	73.32	Paint
				001 - 518 50 31 000 - Office Supplies - Central Stor	0.51	Manila Envelopes
				001 - 518 50 31 000 - Office Supplies - Central Stor	2.87	Binder Stand
				001 - 518 50 45 000 - Operating Leases	110.00	Archive Storage Lease
				503 - 518 80 36 001 - Small Tools - IT	50.87	Wireless Mouses
				503 - 518 80 36 001 - Small Tools - IT	109.98	2 VIVO LCD Monitor Mounts
				503 - 518 80 36 001 - Small Tools - IT	167.34	Surface 3 Covers & USB Speakers
				503 - 518 80 36 002 - Equipment - IT	218.79	Activity Center Wireless Router
				503 - 518 80 41 001 - Professional Services - IT	436.51	Logmein Renewal
				001 - 518 90 31 000 - Office and Operating Supplies	24.99	Cell Phone Case
				001 - 518 90 43 000 - Travel	23.15	Lunch Milton Days
				001 - 518 90 43 000 - Travel	16.22	Coffee For CD/PW Meeting
				107 - 521 20 20 002 - Uniforms	121.07	Ear Piece For Reserve Officer
				107 - 521 20 20 002 - Uniforms	306.32	Embroidery Badge & Emblem
				107 - 521 20 31 000 - Office and Operating Supplies	0.51	Manila Envelopes
				107 - 521 20 31 000 - Office and Operating Supplies	38.36	Officer Files
				107 - 521 20 31 000 - Office and Operating Supplies	41.53	Bike Helmet
				107 - 521 20 31 000 - Office and Operating Supplies	14.21	Uniform Velcro
				107 - 521 20 31 000 - Office and Operating Supplies	52.31	Station Build Supplies
				107 - 521 20 31 000 - Office and Operating Supplies	49.73	Mounting Bracket & Polystyrene R-Gard
				107 - 521 20 31 000 - Office and Operating Supplies	28.62	Detective Equip - Pens & Paper
				107 - 521 20 31 000 - Office and Operating Supplies	2.87	Binder Stand
				107 - 521 20 31 000 - Office and Operating Supplies	15.46	Binder Clips
				107 - 521 20 31 000 - Office and Operating Supplies	23.33	Paper
				107 - 521 20 32 000 - Fuel	35.84	Fuel
				107 - 521 20 32 000 - Fuel	66.66	Fuel

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		107 - 521 20 32 000		- Fuel	455.61	Fuel
		107 - 521 20 35 000		- Small Tools and Equipment	76.61	Extention Cord
		107 - 521 20 35 000		- Small Tools and Equipment	92.00	Photo Evidence Equipment
		107 - 521 20 35 000		- Small Tools and Equipment	119.17	Photo ID Marker Book
		107 - 521 20 35 000		- Small Tools and Equipment	164.23	Jumper Packs
		107 - 521 20 35 000		- Small Tools and Equipment	130.80	Tools - Drill
		107 - 521 20 35 000		- Small Tools and Equipment	33.89	Display Board Material Milton Days
		107 - 521 20 35 000		- Small Tools and Equipment	13.03	Display Board Material Milton Days
		107 - 521 20 35 000		- Small Tools and Equipment	862.68	Camera Equip - Police Foundation Donation
		107 - 521 20 41 000		- Professional Services	2.50	Mobilelock HDG
		107 - 521 20 41 000		- Professional Services	40.00	Investigative Subscription
		107 - 521 20 43 000		- Travel	29.02	Training Lunch
		107 - 521 20 43 000		- Travel	8.51	Lunch WASPC Training
		107 - 521 20 43 000		- Travel	106.71	Food For Meeting
		107 - 521 20 43 000		- Travel	122.71	Travel Meals
		107 - 521 20 43 000		- Travel	13.57	PCCTA Mtg Chief
		107 - 521 20 43 000		- Travel	16.25	Mgmt/HR Training Lunch
		107 - 521 20 43 000		- Travel	12.69	Mgmt/HR Training Lunch
		107 - 521 20 45 000		- Operating Rentals and Leases	104.31	Rental For Moving Station Equipment
		107 - 521 20 48 000		- Repairs and Maintenance	399.68	Paint
		107 - 521 20 48 000		- Repairs and Maintenance	218.69	Radar Tailer Batteries
		107 - 521 20 48 000		- Repairs and Maintenance	12.79	Radar Tailer Lens
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	45.93	Wiper Blades
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	10.00	Car Wash For Milton Days
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	15.00	Car Wash For Parade
		107 - 521 20 49 000		- Miscellaneous	56.64	Meal Supply For Milton Days
		107 - 521 20 49 000		- Miscellaneous	73.62	Meals For Daniel Lyon Hospital Stay
		107 - 521 40 49 002		- Misc/Trng, Registrations	47.00	Meals During Training
		107 - 521 40 49 002		- Misc/Trng, Registrations	200.00	LEITA Conference
		406 - 531 10 31 000		- Office and Operating Supplies	7.51	Milton Days Give Aways
		406 - 531 10 31 000		- Office and Operating Supplies	62.38	Milton Days Paper & Labels
		406 - 531 10 31 000		- Office and Operating Supplies	24.57	Milton Days Craft Supplies
		406 - 531 10 31 000		- Office and Operating Supplies	20.68	Folders Utility Accounts
		406 - 531 10 31 000		- Office and Operating Supplies	5.00	CD Holders
		406 - 531 10 31 000		- Office and Operating Supplies	1.02	Manila Envelopes
		406 - 531 10 31 000		- Office and Operating Supplies	5.74	Binder Stand
		406 - 531 10 32 000		- Fuel	24.57	Fuel
		406 - 531 10 43 000		- Travel	13.23	Milton Days Water/Powder Drinks
		406 - 531 10 43 000		- Travel	6.36	Mgmt/HR Training Lunch
		406 - 531 30 31 000		- Operating Supplies	36.07	Straw - Erosion Control
		406 - 531 30 35 000		- Small Tools and Equipment	34.48	Fold Up Display Table
		406 - 531 30 35 000		- Small Tools and Equipment	45.57	Camera
		406 - 531 30 35 000		- Small Tools and Equipment	41.06	Pop Up Tent For Display
		401 - 533 10 31 000		- Office and Operating Supplies	20.68	Folders Utility Accounts
		401 - 533 10 31 000		- Office and Operating Supplies	3.57	Manila Envelopes
		401 - 533 10 31 000		- Office and Operating Supplies	20.08	Binder Stand
		401 - 533 50 20 002		- Uniforms	28.06	Steel Toed Boots - Thacher
		401 - 533 50 31 000		- Operating Supplies	16.59	Portfolios
		401 - 533 50 31 000		- Operating Supplies	87.36	Safety Glasses 12 Pairs
		401 - 533 50 31 000		- Operating Supplies	768.67	Safety Tags For Lock Out Tag Out
		401 - 533 50 31 000		- Operating Supplies	32.81	Car Charger
		401 - 533 50 35 000		- Small Tools and Equipment	34.46	Fold Up Display Table
		401 - 533 50 35 000		- Small Tools and Equipment	41.06	Pop Up Tent For Display
		401 - 533 50 43 000		- Travel	7.88	OT Meals
		401 - 533 50 43 000		- Travel	13.08	OT Meals
		401 - 533 50 43 000		- Travel	23.39	Lunch Out Of Town Pick Up & Training
		401 - 533 50 43 000		- Travel	31.00	OT Meals For 3
		401 - 533 50 43 000		- Travel	13.13	OT Meals
		401 - 533 50 43 000		- Travel	16.08	OT Meals
		401 - 533 50 43 000		- Travel	10.67	OT Meals

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		401 - 533 50 49 000 - Misc/Other Exp			100.00	BPA Round Table
		401 - 533 50 49 002 - Misc/Trng, Registrations			124.20	BPA Round Table
		403 - 534 10 31 000 - Office and Operating Supplies			10.35	Folders Utility Accounts
		403 - 534 10 31 000 - Office and Operating Supplies			3.57	Manila Envelopes
		403 - 534 10 31 000 - Office and Operating Supplies			20.07	Binder Stand
		403 - 534 10 43 000 - Travel			6.35	Mgmt/HR Training Lunch
		403 - 534 50 20 002 - Uniforms			28.06	Steel Toed Boots - Thacher
		403 - 534 50 35 000 - Small Tools and Equipment			56.77	Tools - Ratchet & Wrenches
		403 - 534 50 35 000 - Small Tools and Equipment			34.48	Fold Up Display Table
		403 - 534 50 35 000 - Small Tools and Equipment			45.58	Camera
		403 - 534 50 35 000 - Small Tools and Equipment			41.06	Pop Up Tent For Display
		403 - 534 51 31 000 - Office and Operating Supplies			95.31	Water Sampling Supplies
		403 - 534 51 35 000 - Small Tools and Equipment			98.54	Mini Refrigerator For Water Samples
		403 - 534 51 42 000 - Communication			6.74	Mail DOH Lead & Copper Certification
		403 - 534 51 49 001 - Misc Dues & Memberships			10.00	Dues Western WA Cross Connection SM
		403 - 534 51 49 001 - Misc Dues & Memberships			10.00	Dues Western WA Cross Connection RW
		403 - 534 51 49 002 - Misc Training, Registrations			105.00	Cross Connection Control Seminar RW
		403 - 534 51 49 002 - Misc Training, Registrations			105.00	Confined Space Registration
		403 - 534 51 49 002 - Misc Training, Registrations			115.00	Cross Connection Control Seminar SM
		101 - 542 30 35 000 - Small Tools and Equipment			34.48	Fold Up Display Table
		101 - 542 30 35 000 - Small Tools and Equipment			45.58	Camera
		101 - 542 30 35 000 - Small Tools and Equipment			41.06	Pop Up Tent For Display
		501 - 548 30 31 000 - Office & Operating Supplies			131.06	Shop Supplies Inventory
		501 - 548 30 31 000 - Office & Operating Supplies			118.11	Shop Supplies Inventory
		501 - 548 30 31 000 - Office & Operating Supplies			148.70	Hazmat Gloves
		501 - 548 30 31 000 - Office & Operating Supplies			279.05	Shop Supplies Inventory
		501 - 548 30 32 000 - Fuel			68.00	Fuel #16
		501 - 548 30 34 000 - Parts			55.08	Parts Repair Park Mower
		501 - 548 30 34 000 - Parts			60.18	Parts Electric Portable Generator
		501 - 548 30 34 000 - Parts			75.39	Parts Repair Trailer #19
		501 - 548 30 34 000 - Parts			200.06	Wood To Replace Decking On #18 Trailer
		501 - 548 30 34 000 - Parts			80.02	Wood For Tailer Repair #18
		501 - 548 30 34 000 - Parts			121.73	Supplies Trailer Repair #18
		501 - 548 30 34 000 - Parts			17.48	Repair Material For #17,18,19
		501 - 548 30 34 000 - Parts			431.90	LOEF Service For #36
		501 - 548 30 48 000 - Repairs & Maintenance			68.16	Door Handle Replacement #18
		501 - 548 30 49 000 - Miscellaneous			211.50	CDL License Renewal Service Fee Mendiola
		001 - 558 50 32 000 - Fuel			24.58	Fuel
		001 - 558 50 32 000 - Fuel			46.04	Fuel
		001 - 558 60 31 000 - Operating Supplies			21.68	Cell Phone Protector/Holder
		001 - 558 60 35 000 - Small Tools and Equipment			94.26	Hammer, Tape Measure & Staple Gun
		001 - 558 60 43 000 - Travel			139.80	Water For Milton Days
		001 - 558 60 43 000 - Travel			16.24	Mgmt/HR Training Lunch
		001 - 558 60 49 000 - Miscellaneous			16.39	Supplies For PW Shop Mtg
		001 - 558 60 49 001 - Misc/Dues & Memberships			425.00	APA Membership
		001 - 558 60 49 001 - Misc/Dues & Memberships			108.31	LogMeIn - Annual Subscription
		001 - 558 60 49 001 - Misc/Dues & Memberships			60.00	WABO Business Meeting
		001 - 558 60 49 002 - Misc/Trng, Registrations			50.00	Conference Registration Pacific NW Digital Government Summit - Reeves
		116 - 573 91 31 000 - Milton Days - Supplies			38.29	Supplies For Planning Commission Booth At Milton Days
		116 - 573 91 31 000 - Milton Days - Supplies			47.97	Golf Cart Fuel
		116 - 573 91 31 000 - Milton Days - Supplies			313.43	Safety Vest
		116 - 573 91 31 000 - Milton Days - Supplies			159.29	Posters/Banners
		116 - 573 91 32 000 - Milton Days - Fuel			7.00	Fuel For Golf Carts
		116 - 573 91 32 000 - Milton Days - Fuel			13.22	Fuel For Golf Carts
		116 - 573 91 32 000 - Milton Days - Fuel			10.24	Golf Cart Fuel
		116 - 573 91 32 000 - Milton Days - Fuel			8.00	Fuel For Parade
		001 - 576 80 20 002 - Uniforms			102.88	Steel Toed Boots - Thacher

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		001 - 576 80 31 000		- Operating Supplies	45.71	Tie Downs/Stakes For Bench Placement
		001 - 576 80 31 000		- Operating Supplies	21.82	PPE For Crew
		001 - 576 80 31 000		- Operating Supplies	22.13	Phone Charger
		001 - 576 80 35 000		- Small Tools and Equipment	68.36	Camera
		001 - 576 80 48 000		- Repair & Maintenance	25.68	Rekey Comm Park Mech Rm
		001 - 576 80 48 000		- Repair & Maintenance	22.32	Bolts For Anchoring Park Benches
		001 - 576 80 48 000		- Repair & Maintenance	117.55	Paint & Paint Supplies

APs	Amount	For
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2472	388.29	8272-090715
2473	107.69	6693-090715
2739	145.13	6895-090715
2740	345.00	5133-090715
2741	76.61	5893-090715
2745	621.92	5869-090715
2746	259.03	5976-090715
2747	68.63	5729-090715
2749	918.95	7758-090715
2752	2,066.42	6689-090715
2753	114.88	0719-090715
2757	1,131.16	6671-090715
2758	54.39	6655-090715
2759	56.77	6648-090715
2760	242.29	6614-090715
2761	603.88	6481-090715
2762	1,400.39	6598-090715
2763	106.04	6556-090715
2764	262.38	8289-090715
2765	40.00	6473-090715
2766	830.69	5935-090715
2767	10.67	6457-090715
2768	411.36	6432-090715
2769	451.70	3640-090715
2770	985.39	2647-090715
2771	531.21	2445-090715
2772	218.79	8362-090715
2774	364.83	8370-090715
2775	146.70	7907-090715
2776	159.29	6672-090715
2777	342.83	5802-090715
2778	224.20	8730-090715

6352	10/14/2015	Claims	1	57727 ALPINE PRODUCTS INC.	8,012.88	Street Materials; PW Materials; Propane Torch Rental; Propane Torch Rental Credit; Street Materials
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406 - 531 30 31 000 - Operating Supplies	20.25	Marking Guns
403 - 534 50 31 000 - Office and Operating Supplies	20.26	Marking Guns
101 - 542 30 31 000 - Office and Operating Supplies	4,271.81	White Flats W/Skid Optics Tape, Solvent
101 - 542 30 31 000 - Office and Operating Supplies	20.26	Marking Guns
101 - 542 30 31 000 - Office and Operating Supplies	2,995.30	Propane Torch Supplies
101 - 542 30 35 000 - Small Tools and Equipment	79.94	Propane Torch Rental
101 - 542 30 35 000 - Small Tools and Equipment	-79.94	Propane Torch Rental Credit
101 - 542 30 35 000 - Small Tools and Equipment	685.00	Propane Torch With Hose

APs	Amount	For
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2598	4,271.81	Street Materials
2599	60.77	PW Materials
2702	79.94	Propane Torch Rental
2703	-79.94	Propane Torch Rental Credit

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		APs			Amount		For
					2708	3,680.30	Street Materials
6353	10/14/2015	Claims	1	57728	ALTEC INDUSTRIES INC.	1,392.28	Storm Materials; Fleet Materials
					406 - 531 30 35 000 - Small Tools and Equipment	348.28	Spoon; Ash; 10.00 Ft; Western Pattern
					501 - 548 30 34 000 - Parts	1,044.00	Foot Pedal & Throttle Control Kit #23
		APs			Amount		For
					2590	348.28	Storm Materials
					2604	1,044.00	Fleet Materials
6354	10/14/2015	Claims	1	57729	BIG JOHN'S TROPIES INC	24.45	Name Plates
					001 - 511 60 31 000 - Operating Supplies	12.20	Name Plate Holder Council
					001 - 558 60 35 000 - Small Tools and Equipment	12.25	Name Plate Planning Commission
		APs			Amount		For
					2693	24.45	Name Plates
6355	10/14/2015	Claims	1	E57730	KATIE BOLAM	44.87	Mileage And Purchase Reimbursement
					001 - 513 10 43 000 - Travel	25.88	Mileage Reimbursement Training
					001 - 513 10 43 000 - Travel	18.99	Honey Packets For Executive Offices
		APs			Amount		For
					2694	44.87	Mileage And Purchase Reimbursement
6356	10/14/2015	Claims	1	57731	CAMPBELL SHAFFER, LLC	10,986.72	Retainage
					403 - 594 34 63 086 - 24th Street Water Main	10,986.72	Retainage - 24th Street East Water Main
		APs			Amount		For
					2588	10,986.72	Retainage
6357	10/14/2015	Claims	1	57732	CDW GOVERNMENT, INC.	453.63	IT Materials; IT Materials; IT Material Credit
					001 - 518 80 36 000 - Small Assets/IT	273.76	Warranty Microsoft Surface
					503 - 518 80 36 002 - Equipment - IT	250.63	MS Surface Dock Station And Mouse
					001 - 594 19 64 000 - Capital Expense - technology	-70.76	Surface Pro Cases Credit
		APs			Amount		For
					2696	273.76	IT Materials
					2697	250.63	IT Materials
					2738	-70.76	IT Material Credit
6358	10/14/2015	Claims	1	57733	CENTURYLINK	434.26	T1 Lines
					107 - 521 20 42 000 - Communication	144.74	T1 Lines
					401 - 533 10 42 000 - Communications	144.78	T1 Lines
					403 - 534 10 42 000 - Communication	144.74	T1 Lines
		APs			Amount		For
					2695	434.26	T1 Lines
6359	10/14/2015	Claims	1	57734	CHUCKALS	483.20	Shop Office Supplies; Credit; PD Office Supplies; Shop Office Supplies; Electric Office Supplies
					001 - 518 30 31 000 - Operating Supplies	5.69	Folders, Dry Erase Cleanser, Batteries, Tape, Ink Cartridges, Tabs
					001 - 518 90 31 000 - Office and Operating Supplies	-63.96	Credit
					107 - 521 20 31 000 - Office and Operating Supplies	54.80	Filing Supplies & Envelopes
					406 - 531 10 31 000 - Office and Operating Supplies	71.37	Tape, Pens, Rubberbands, Folders

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		406 - 531 30 31 000 -		Operating Supplies	28.04	Folders, Dry Erase Cleanser, Batteries, Tape, Ink Cartridges, Tabs
		401 - 533 10 31 000 -		Office and Operating Supplies	71.38	Tape, Pens, Rubberbands, Folders
		401 - 533 50 31 000 -		Operating Supplies	72.61	Folders, Dry Erase Cleanser, Batteries, Tape, Ink Cartridges, Tabs
		401 - 533 50 31 000 -		Operating Supplies	3.28	Dry Erase Board Cleaner
		403 - 534 10 31 000 -		Office and Operating Supplies	71.37	Tape, Pens, Rubberbands, Folders
		403 - 534 50 31 000 -		Office and Operating Supplies	71.13	Folders, Dry Erase Cleanser, Batteries, Tape, Ink Cartridges, Tabs
		101 - 542 30 31 000 -		Office and Operating Supplies	28.04	Folders, Dry Erase Cleanser, Batteries, Tape, Ink Cartridges, Tabs
		501 - 548 30 31 000 -		Office & Operating Supplies	48.57	Folders, Dry Erase Cleanser, Batteries, Tape, Ink Cartridges, Tabs
		001 - 575 50 31 000 -		Supplies -	2.28	Folders, Dry Erase Cleanser, Batteries, Tape, Ink Cartridges, Tabs
		001 - 576 80 31 000 -		Operating Supplies	18.60	Folders, Dry Erase Cleanser, Batteries, Tape, Ink Cartridges, Tabs

APs	Amount	For
2587	214.12	Shop Office Supplies
2640	-63.96	Credit
2689	54.80	PD Office Supplies
2715	274.96	Shop Office Supplies
2779	3.28	Electric Office Supplies

6360 10/14/2015 Claims 1 E57735 CIT TECHNOLOGY (QDS) 649.86 Copier Lease PWA; Finance Copier Lease; PD Copier Lease

001 - 513 10 45 000 -	Operating Rentals and Leases	49.12	Finance Copier Lease
001 - 514 20 45 000 -	Operating Rentals and Leases	24.56	Finance Copier Lease
001 - 518 30 45 000 -	Operating Rentals and Leases	4.91	PW Admin Copier Lease
001 - 518 90 45 000 -	Operating Rentals and Leases	4.91	PW Admin Copier Lease
107 - 521 20 45 000 -	Operating Rentals and Leases	158.64	Copier Lease
406 - 531 10 45 000 -	Operating Rentals and Leases	24.56	Finance Copier Lease
406 - 531 10 45 000 -	Operating Rentals and Leases	41.75	PW Admin Copier Lease
401 - 533 10 45 000 -	Operating Rentals and Leases	73.68	Finance Copier Lease
401 - 533 10 45 000 -	Operating Rentals and Leases	73.68	PW Admin Copier Lease
403 - 534 10 45 000 -	Operating Rentals and Leases	73.69	Finance Copier Lease
403 - 534 10 45 000 -	Operating Rentals and Leases	68.77	PW Admin Copier Lease
101 - 542 30 45 000 -	Operating Rentals and Leases	9.82	PW Admin Copier Lease
501 - 548 30 45 000 -	Operating Rentals & Leases	12.28	PW Admin Copier Lease
001 - 558 50 45 000 -	Operating Rentals and Leases	12.28	PW Admin Copier Lease
001 - 558 60 45 000 -	Operating Rentals and Leases	12.28	PW Admin Copier Lease
001 - 576 80 45 000 -	Operating Rentals and Leases	4.93	PW Admin Copier Lease

APs	Amount	For
2698	245.61	Copier Lease PWA
2699	245.61	Finance Copier Lease
2700	158.64	PD Copier Lease

6361 10/14/2015 Claims 1 57736 CODE 4 PUBLIC SAFETY EDUCATION ASSC. 99.00 Training Registration

107 - 521 40 49 002 -	Misc/Trng, Registrations	99.00	Registration Training - Deyo
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APs	Amount	For
2750	99.00	Training Registration

6362 10/14/2015 Claims 1 57737 CODE PUBLISHING COMPANY 265.78 Municipal Code Update

001 - 511 30 41 000 -	Offc'l Pub/Code Publishing	265.78	Municipal Code Update
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		APs	Amount		For		
	2729		265.78		Municipal Code Update		
6363	10/14/2015	Claims	1	57738	COPIER MAINTENANCE TECHNOLOGY	120.34	Copier Maintenance
			406 - 531 30 48 000 - Repairs and Maintenance			30.08	Quarterly Maintenance
			401 - 533 50 48 000 - Repairs and Maintenance			30.09	Quarterly Maintenance
			403 - 534 10 48 000 - Repairs and Maintenance			30.09	Quarterly Maintenance
			101 - 542 30 48 000 - Repairs and Maintenance			30.08	Quarterly Maintenance
		APs	Amount		For		
	2735		120.34		Copier Maintenance		
6364	10/14/2015	Claims	1	57739	CORLISS RESOURCES, INC.	343.47	Electric Materials
			401 - 533 50 31 000 - Operating Supplies			343.47	Concrete For Anchor At End Of PoleLine
		APs	Amount		For		
	2721		343.47		Electric Materials		
6365	10/14/2015	Claims	1	57740	C. MIKE CRAIG	153.16	Leoff Retiree Expenses
			107 - 521 20 20 000 - Personnel Benefits			153.16	Leoff Retiree Expenses
		APs	Amount		For		
	2567		153.16		Leoff Retiree Expenses		
6366	10/14/2015	Claims	1	57741	CUMMINS INC., LOCKBOX 138324	4,908.81	Water Material
			403 - 534 51 48 001 - Repairs And Maintenance - V			4,908.81	Control Kit And Installation
		APs	Amount		For		
	2705		4,908.81		Water Material		
6367	10/14/2015	Claims	1	57742	DATA BAR INCORPORATED	4,617.95	Statement Productions; Past Due Statement Production
			406 - 531 10 49 003 - Misc/Outside Printing			724.31	Utility Billing Print & Mail
			406 - 531 10 49 003 - Misc/Outside Printing			199.28	Utility Billing Print & Mail
			401 - 533 10 49 003 - Misc/Outside Printing			1,448.62	Utility Billing Print & Mail
			401 - 533 10 49 003 - Misc/Outside Printing			398.56	Utility Billing Print & Mail
			403 - 534 10 49 003 - Misc/Outside Printing			1,448.61	Utility Billing Print & Mail
			403 - 534 10 49 003 - Misc/Outside Printing			398.57	Utility Billing Print & Mail
		APs	Amount		For		
	2684		3,621.54		Statement Productions		
	2725		996.41		Past Due Statement Production		
6368	10/14/2015	Claims	1	57743	DESTINY SOFTWARE, INC	6,570.00	Software
			001 - 518 80 36 000 - Small Assets/IT			6,570.00	Hosted AgendaQuick Software
		APs	Amount		For		
	2688		6,570.00		Software		
6369	10/14/2015	Claims	1	E57744	DISCOVERY BENEFITS	4.00	FSA Claim
			631 - 586 00 00 008 - Discovery Benefits			4.00	FSA Claim
		APs	Amount		For		
	2732		4.00		FSA Claim		

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6370	10/14/2015	Claims	1	57745	EVERGREEN EQUIPMENT CO INC	784.90	Street Maintenance; Facility And Parks Materials
					001 - 518 30 31 000 - Operating Supplies	95.62	Trimmer Line And Line Cut Attachment
					001 - 518 30 32 000 - Operating Supplies/Fuel	35.15	Oil, Fuel Mix
					001 - 518 30 35 000 - Small Tools and Equipment	167.51	Chainsaw
					101 - 542 30 48 000 - Repairs and Maintenance	188.34	Maintenance/Repair Chains, Blades & Chisels
					001 - 576 80 31 000 - Operating Supplies	95.62	Trimmer Line & Line Cut Attachment
					001 - 576 80 32 000 - Fuel	35.15	Oil, Fuel Mix
					001 - 576 80 35 000 - Small Tools and Equipment	167.51	Chainsaw
		APs	Amount		For		
		2597	188.34		Street Maintenance		
		2606	596.56		Facility And Parks Materials		
6371	10/14/2015	Claims	1	57746	FERGUSON ENTERPRISES, INC. #1539	7,938.56	Water Materials; Water Materials
					403 - 534 50 31 000 - Office and Operating Supplies	820.06	Meters
					403 - 534 50 31 000 - Office and Operating Supplies	7,118.50	Meter & Radio Read Equipment
		APs	Amount		For		
		2704	820.06		Water Materials		
		2707	7,118.50		Water Materials		
6372	10/14/2015	Claims	1	57747	CITY OF FIFE	1,545.00	Jail Services
					107 - 523 60 51 000 - Intergov. Jail Services	1,545.00	Jail Services August 2015
		APs	Amount		For		
		2687	1,545.00		Jail Services		
6373	10/14/2015	Claims	1	57748	FIRE KING OF SEATTLE INC.	20.73	Police Maintenance
					107 - 521 20 48 000 - Repairs and Maintenance	20.73	Six Year Maintenance 5 Lb. Dry Chem
		APs	Amount		For		
		2723	20.73		Police Maintenance		
6374	10/14/2015	Claims	1	57749	GRAY & OSBORNE INC	1,314.66	Engineering Services; Engineering Services
					631 - 586 00 00 005 - Using Deposit	783.76	Hu Site Development
					310 - 595 30 63 082 - Milton Way Ped Improv	530.90	Milton Way Ped Imps 17th To 22nd
		APs	Amount		For		
		2585	783.76		Engineering Services		
		2586	530.90		Engineering Services		
6375	10/14/2015	Claims	1	57750	HD SUPPLY POWER SOLUTIONS	134.34	Electric Materials; Electric Materials
					401 - 533 50 31 000 - Operating Supplies	43.76	Sleeves
					401 - 533 50 31 000 - Operating Supplies	90.58	Sleeves
		APs	Amount		For		
		2600	43.76		Electric Materials		
		2601	90.58		Electric Materials		
6376	10/14/2015	Claims	1	57751	HD SUPPLY WATERWORKS	219.34	Water Material
					403 - 534 50 31 000 - Office and Operating Supplies	219.34	Insta-Tite IPS, Washers & Measuring Wheels

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		APs	Amount	For			
		2610	219.34	Water Material			
6377	10/14/2015	Claims	1	57752	HONEY BUCKET	54.95	Credit; Monthly Rental
		001 - 576 80 45 000 - Operating Rentals and Leases				-114.68	Credit For 9/8 To 9/28-Rental Offset Original Entry
		001 - 576 80 45 000 - Operating Rentals and Leases				-633.37	Rev Prev Post Of Honey Bucket Exp For ADA Rental
		310 - 594 75 63 084 - Activity Center ADA				633.37	ADA Rental For AC Bathroom Renovation
		310 - 594 76 63 067 - ADA Improvements - Park				169.63	Monthly Rental ADA Restroom Rental For Workers
		APs	Amount	For			
		2595	-114.68	Credit			
		2611	169.63	Monthly Rental			
6378	10/14/2015	Claims	1	E57753	JIVE COMMUNICATIONS	1,427.99	Phones
		001 - 513 10 42 000 - Communication				71.40	Phones
		001 - 514 20 42 000 - Communication				71.40	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				214.20	Phones
		406 - 531 10 42 000 - Communication				142.80	Phones
		401 - 533 10 42 000 - Communications				314.16	Phones
		403 - 534 10 42 000 - Communication				328.44	Phones
		101 - 542 30 42 000 - Communication				71.40	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				35.69	Phones
		APs	Amount	For			
		2751	1,427.99	Phones			
6379	10/14/2015	Claims	1	57754	JEFFREY A JOY	325.00	Registration Reimbursement
		401 - 533 10 49 002 - Misc/Trng, Registrations				325.00	ICC Training Registration Reimbursement
		APs	Amount	For			
		2686	325.00	Registration Reimbursement			
6380	10/14/2015	Claims	1	E57755	KANSAS STATE BANK	8,109.03	Vector Truck Payment
		406 - 531 30 48 000 - Repairs and Maintenance				8,109.03	Vector Truck Payment
		APs	Amount	For			
		2709	8,109.03	Vector Truck Payment			
6381	10/14/2015	Claims	1	E57756	LAKEHAVEN UTILITY DISTRICT	921.70	Intertie Ready To Serve Fees
		403 - 534 51 47 001 - Public Utility Services				921.70	Intertie Ready To Serve Fees
		APs	Amount	For			
		2592	921.70	Intertie Ready To Serve Fees			
6382	10/14/2015	Claims	1	57757	LARSEN SIGN CO.	359.93	Police Services; Police Maintenance Materials
		107 - 521 20 48 001 - Vehicle Repairs and Maintenance				289.91	Lettering Applied To Crown Vic
		107 - 521 20 48 001 - Vehicle Repairs and Maintenance				70.02	Metalic Numbers
		APs	Amount	For			

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		APs			Amount		For
	2690				289.91		Police Services
	2691				70.02		Police Maintenance Materials
6383	10/14/2015	Claims	1	57758	LEADSONLINE	1,428.00	Police System Renewal
					107 - 521 20 49 001 - Misc/Dues & Memberships	1,428.00	Investigation System Service Package Renewal
		APs			Amount		For
	2724				1,428.00		Police System Renewal
6384	10/14/2015	Claims	1	57759	LUMENAL LIGHTING LLC	13,483.15	Street Lighting Project
					401 - 594 33 63 096 - LED Lighting Project	13,483.15	Final Billing For Change Order Street Lighting Upgrade
		APs			Amount		For
	2726				13,483.15		Street Lighting Project
6385	10/14/2015	Claims	1	57760	CITY OF MILTON - C/O RLI	15,520.75	Utility Bills
					001 - 518 30 47 000 - Public Utility Service	40.56	Utility Bills
					107 - 521 20 47 000 - Utilities	955.02	Utility Bills
					406 - 531 30 47 000 - Public Utility Services	161.57	Utility Bills
					401 - 533 50 47 000 - Public Utility Services	578.72	Utility Bills
					403 - 534 50 47 000 - Public Utility Services	10,258.87	Utility Bills
					101 - 542 30 47 000 - Utilities	1,473.63	Utility Bills
					001 - 558 50 47 000 - Public Utility Services	49.13	Utility Bills
					001 - 558 60 47 000 - Public Utilities	49.13	Utility Bills
					001 - 569 00 47 000 - Public Utilities-SC	351.00	Utility Bills
					001 - 576 80 47 000 - Public Utility Service	1,603.12	Utility Bills
		APs			Amount		For
	2692				15,520.75		Utility Bills
6386	10/14/2015	Claims	1	57761	MT. VIEW EDGEWOOD WATER CO.	427.48	Intertie Ready To Serve Fees
					403 - 534 51 47 001 - Public Utility Services	427.48	Intertie Ready To Serve Fees
		APs			Amount		For
	2591				427.48		Intertie Ready To Serve Fees
6387	10/14/2015	Claims	1	57762	NEWS TRIBUNE, THE	302.24	Meeting Notice; Legal Publication
					001 - 558 60 41 002 - Advertising	53.82	Public Hearing Notice Publication 10/5
					631 - 586 00 00 005 - Using Deposit	248.42	Public Hearing Notice Hu Major Site Plan
		APs			Amount		For
	2589				248.42		Meeting Notice
	2731				53.82		Legal Publication
6388	10/14/2015	Claims	1	57763	PETE LEWIS CONSULTING	5,000.00	Consulting Services
					001 - 511 60 41 000 - Professional Services	500.00	Consulting Services
					001 - 513 10 41 000 - Other Services and Charges	2,000.00	Consulting Services
					406 - 531 10 41 000 - Professional Services	500.00	Consulting Services
					401 - 533 10 41 000 - Professional Services	250.00	Consulting Services
					403 - 534 10 41 000 - Professional Services	250.00	Consulting Services
					001 - 558 60 41 000 - Professional Services	1,500.00	Consulting Services
		APs			Amount		For
	2742				5,000.00		Consulting Services

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		APs	Amount	For			
6389	10/14/2015	Claims	1	57764	PIERCE COUNTY BUDGET & FINANCE	395.02	Street Maintenance Services
			101 - 542 30 48 000 - Repairs and Maintenance			395.02	Traffic Operations Maintenance Services August 2015
		APs	Amount	For			
		2706	395.02	Street Maintenance Services			
6390	10/14/2015	Claims	1	57765	PIERCE COUNTY COMMUNITY NEWSPAPER GROUP	600.00	Mailing Services
			001 - 513 10 41 002 - Advertising			300.00	PCCNG Mailing September 2015
			406 - 531 10 41 002 - Advertising			100.00	PCCNG Mailing September 2015
			401 - 533 10 41 002 - Advertising			100.00	PCCNG Mailing September 2015
			403 - 534 50 41 002 - Advertising			100.00	PCCNG Mailing September 2015
		APs	Amount	For			
		2730	600.00	Mailing Services			
6391	10/14/2015	Claims	1	E57766	PITNEY BOWES INC.	1,569.55	Postage
			001 - 513 10 42 000 - Communication			62.83	Postage Refill
			001 - 514 20 42 000 - Communication			123.49	Postage Refill
			107 - 521 20 42 000 - Communication			241.51	Postage Refill
			406 - 531 10 42 000 - Communication			74.09	Postage Refill
			406 - 531 10 42 000 - Communication			154.25	Postage Refill
			401 - 533 10 42 000 - Communications			148.18	Postage Refill
			401 - 533 10 42 000 - Communications			308.51	Postage Refill
			403 - 534 10 42 000 - Communication			148.18	Postage Refill
			403 - 534 10 42 000 - Communication			308.51	Postage Refill
		APs	Amount	For			
		2754	1,569.55	Postage			
6392	10/14/2015	Claims	1	57767	PREFERRED COPIER SYSTEMS	513.09	IT Services
			503 - 518 80 41 001 - Professional Services - IT			513.09	Replace Carriage Belt On Plotter
		APs	Amount	For			
		2744	513.09	IT Services			
6393	10/14/2015	Claims	1	57768	PRO-BUILD	55.52	Facility Materials
			001 - 518 30 31 000 - Operating Supplies			55.52	Stakes, Blades, Tape, Sanding Sheets
		APs	Amount	For			
		2720	55.52	Facility Materials			
6394	10/14/2015	Claims	1	57769	PROGLASS, INC.	2,524.58	Electric Materials
			401 - 533 50 31 000 - Operating Supplies			2,524.58	Secondary Splice Boxes
		APs	Amount	For			
		2602	2,524.58	Electric Materials			
6395	10/14/2015	Claims	1	57770	RANGLES SAND & GRAVEL INC	721.55	PW Materials
			403 - 534 50 31 000 - Office and Operating Supplies			360.77	Gravel
			101 - 542 30 31 000 - Office and Operating Supplies			360.78	Gravel

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		APs	Amount	For			
		2605	721.55	PW Materials			
6396	10/14/2015	Claims	1	E57771	ROBERT REED	86.25	IT Support Mileage Reimbursement
			503 - 518 80 43 000 - Travel			86.25	IT Support Mileage Reimbursement (Black Diamond)
		APs	Amount	For			
		2755	86.25	IT Support Mileage Reimbursement			
6397	10/14/2015	Claims	1	57772	ROBBLEE'S TOTAL SECURITY INC	946.75	Facility Services; Facility Maintenance
			001 - 518 30 48 000 - Repairs & Maintenance			791.51	Repair And Replace Arrow Revolution Lock To Evidence Room
			001 - 518 30 48 002 - Building Repair & Maint			155.24	Combo Repair - Gym Door
		APs	Amount	For			
		2718	791.51	Facility Services			
		2719	155.24	Facility Maintenance			
6398	10/14/2015	Claims	1	57773	ROBINSON NOBLE SALT BUSH INC.	905.75	Engineering Services
			403 - 594 34 63 081 - Test Drilling Project			905.75	Deep Well Drilling
		APs	Amount	For			
		2734	905.75	Engineering Services			
6399	10/14/2015	Claims	1	57774	RWC GROUP	140.55	Fleet Materials
			501 - 548 30 34 000 - Parts			140.55	Parts For LOF Service #48
		APs	Amount	For			
		2594	140.55	Fleet Materials			
6400	10/14/2015	Claims	1	57775	SITECRAFTING, INC.	2,227.50	Website Redesign Progress
			503 - 518 80 41 001 - Professional Services - IT			2,227.50	Website Redesign Progress Billing
		APs	Amount	For			
		2756	2,227.50	Website Redesign Progress			
6401	10/14/2015	Claims	1	57776	STANDARD PARTS CORPORATION (NAPA)	98.70	Fleet Materials; Fleet Materials
			501 - 548 30 34 000 - Parts			64.83	Hose, Sensor & Water Outlet #30
			501 - 548 30 34 000 - Parts			33.87	Thermostat, Gasket & Hose #30
		APs	Amount	For			
		2716	64.83	Fleet Materials			
		2717	33.87	Fleet Materials			
6402	10/14/2015	Claims	1	57777	MIKE STRAND	12.64	Refund inactive customer credit balance
			406 - 343 10 00 000 - Storm Drainage Fees			-10.30	
			401 - 343 30 00 000 - Electric Sales			-1.20	
			403 - 343 40 10 000 - Water Sales			-16.14	
			401 - 369 90 00 401 - Misc Revenue			15.00	
		APs	Amount	For			
		2678	12.64	Refund inactive customer credit balance			

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6403	10/14/2015	Claims	1	57778	SUMNER, CITY OF	1,967.60	Animal Control Services
					107 - 554 30 51 107 - Animal Control	1,967.60	Animal Control
		APs	Amount		For		
		2733	1,967.60		Animal Control Services		
6404	10/14/2015	Claims	1	57779	SUPPLYWORKS	117.67	Facility Supplies
					001 - 518 30 31 000 - Operating Supplies	117.67	Floor Mats
		APs	Amount		For		
		2607	117.67		Facility Supplies		
6405	10/14/2015	Claims	1	57780	TACOMA SCREW PRODUCTS INC.	65.61	Facility Materials
					001 - 518 30 31 000 - Operating Supplies	65.61	Door Hinge, Wire Brushes, Flashlights
		APs	Amount		For		
		2713	65.61		Facility Materials		
6406	10/14/2015	Claims	1	57781	UNIFIRST CORPORATION	447.56	Uniforms; Uniforms; Uniforms; Uniforms
					001 - 518 30 20 002 - Uniforms	6.29	Uniforms
					001 - 518 30 20 002 - Uniforms	6.27	Uniforms
					406 - 531 30 20 002 - Uniforms	10.08	Uniforms
					406 - 531 30 20 002 - Uniforms	10.05	Uniforms
					401 - 533 50 20 002 - Uniforms	79.44	Uniforms
					401 - 533 50 20 002 - Uniforms	77.18	Uniforms
					403 - 534 50 20 002 - Uniforms	7.22	Uniforms
					403 - 534 50 20 002 - Uniforms	52.27	Uniforms
					403 - 534 50 20 002 - Uniforms	52.12	Uniforms
					403 - 534 50 20 002 - Uniforms	7.02	Uniforms
					101 - 542 30 20 002 - Uniforms	25.82	Uniforms
					101 - 542 30 20 002 - Uniforms	25.75	Uniforms
					501 - 548 30 20 002 - Uniforms	37.79	Uniforms
					501 - 548 30 20 002 - Uniforms	37.68	Uniforms
					001 - 576 80 20 002 - Uniforms	6.30	Uniforms
					001 - 576 80 20 002 - Uniforms	6.28	Uniforms
		APs	Amount		For		
		2608	86.66		Uniforms		
		2609	138.55		Uniforms		
		2710	138.15		Uniforms		
		2711	84.20		Uniforms		
6407	10/14/2015	Claims	1	E57782	US BANK ACCOUNTABILITIES	66.55	Copier Lease
					107 - 521 20 45 000 - Operating Rentals and Leases	66.55	PD Clerk Copier Lease
		APs	Amount		For		
		2683	66.55		Copier Lease		
6408	10/14/2015	Claims	1	57783	VALLEY FREIGHTLINER INC.	118.51	Fleet Materials
					501 - 548 30 34 000 - Parts	118.51	Oil Change Materials #23
		APs	Amount		For		
		2593	118.51		Fleet Materials		
6409	10/14/2015	Claims	1	E57784	VERIZON WIRELESS	2,852.65	Cell Phone Bill; Cell Phones; Flexnet Tower Data Service

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		001 - 513 10 42 000 -		Communication	76.39	Cell Phones
		001 - 514 20 42 000 -		Communication	5.87	Cell Phones
		001 - 518 30 42 000 -		Communication	38.90	Cell Phones
		001 - 518 30 42 000 -		Communication	28.71	Cell Phones
		001 - 518 90 42 000 -		Communication	3.52	Cell Phones
		001 - 518 90 42 000 -		Communication	4.79	Cell Phones
		107 - 521 20 42 000 -		Communication	1,439.18	Cell Phones
		118 - 521 23 42 000 -		Communications	101.23	Cell Phones
		406 - 531 10 42 000 -		Communication	55.91	Cell Phones
		406 - 531 10 42 000 -		Communication	39.24	Cell Phones
		406 - 531 30 42 000 -		Communication	82.39	Cell Phones
		401 - 533 10 42 000 -		Communications	115.67	Cell Phones
		401 - 533 10 42 000 -		Communications	101.46	Cell Phones
		401 - 533 10 42 000 -		Communications	96.53	Verizon Charges
		401 - 533 50 42 000 -		Communication	92.99	Cell Phones
		403 - 534 10 42 000 -		Communication	115.67	Cell Phones
		403 - 534 10 42 000 -		Communication	77.53	Cell Phones
		403 - 534 10 42 000 -		Communication	96.53	Verizon Charges
		403 - 534 50 42 000 -		Communication	68.66	Cell Phones
		101 - 542 30 42 000 -		Communication	41.62	Cell Phones
		101 - 542 30 42 000 -		Communication	41.16	Cell Phones
		501 - 548 30 42 000 -		Communications	9.59	Cell Phones
		501 - 548 30 42 000 -		Communications	8.16	Cell Phones
		001 - 558 50 42 000 -		Communications	2.35	Cell Phones
		001 - 558 50 42 000 -		Communications	1.91	Cell Phones
		001 - 558 50 42 000 -		Communications	7.32	Cell Phones
		001 - 558 60 42 000 -		Communication	61.01	Cell Phones
		001 - 575 50 42 000 -		Communication -	0.69	Cell Phones
		001 - 575 50 42 000 -		Communication -	2.49	Cell Phones
		001 - 576 80 42 000 -		Communication	7.04	Cell Phones
		001 - 576 80 42 000 -		Communication	28.14	Cell Phones

APs	Amount	For
2727	2,318.68	Cell Phone Bill
2728	340.91	Cell Phones
2743	193.06	Flexnet Tower Data Service

6410	10/14/2015	Claims	1	57785	WA ASSN SHERIFFS & CHIEFS	75.00	Dues
					107 - 521 20 49 001 - Misc/Dues & Memberships	75.00	Associate Dues

APs	Amount	For
2722	75.00	Dues

6411	10/14/2015	Claims	1	57786	WASHINGTON TRACTOR	1,437.49	Fleet Materials; Fleet Materials
					501 - 548 30 34 000 - Parts	1,337.68	Skidshoe, Bearing, Skid #47
					501 - 548 30 34 000 - Parts	99.81	Blade, Deck #14 Mower

APs	Amount	For
2712	1,337.68	Fleet Materials
2714	99.81	Fleet Materials

6412	10/14/2015	Claims	1	57787	WATER MANAGEMENT LABORATORIES	806.00	Water Testing; Water Testing; Water Testing
					406 - 531 30 41 000 - Professional Services	310.00	Water Testing
					406 - 531 30 41 000 - Professional Services	365.00	Water Testing
					403 - 534 51 41 000 - Professional Services	131.00	Water Testing

APs	Amount	For
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		APs			Amount		For
		2596			131.00		Water Testing
		2603			310.00		Water Testing
		2701			365.00		Water Testing
6413	10/14/2015	Claims	1	E57788	XPRESS BILL PAY	724.35	Online Utility Billing Account Fees
					ACCOUNTS PAYABLE		
					406 - 531 10 41 000 - Professional Services	239.04	Online Utility Billing Account Fees
					401 - 533 10 41 000 - Professional Services	246.28	Online Utility Billing Account Fees
					403 - 534 10 41 000 - Professional Services	239.03	Online Utility Billing Account Fees
		APs			Amount		For
		2685			724.35		Online Utility Billing Account Fees
6423	10/15/2015	Claims	1	57789	A WORKSAFE SERVICE, INC.	104.00	Drug Testing
					001 - 518 30 20 000 - Personnel Benefits	10.00	Drug Testing
					401 - 533 10 20 000 - Personnel Benefits	21.00	Drug Testing
					403 - 534 10 20 000 - Personnel Benefits	21.00	Drug Testing
					403 - 534 50 20 000 - Personnel Benefits	52.00	Drug Testing
		APs			Amount		For
		2794			104.00		Drug Testing
6424	10/15/2015	Claims	1	E57790	SANDRA ALLEN	4,000.00	Judge Services
					001 - 512 50 41 000 - Professional Services	4,000.00	Monthly Judge Services
		APs			Amount		For
		2785			4,000.00		Judge Services
6425	10/15/2015	Claims	1	E57791	BLUEFIN PAYMENT SYSTEMS	83.38	Credit Card Fees - Paystation
					406 - 531 10 41 000 - Professional Services	16.68	Bank Fees
					401 - 533 10 41 000 - Professional Services	33.35	Bank Fees
					403 - 534 10 41 000 - Professional Services	33.35	Bank Fees
		APs			Amount		For
		2791			83.38		Credit Card Fees - Paystation
6426	10/15/2015	Claims	1	57792	CHUCKALS	392.82	Envelopes; Utility Billing Office Supplies
					001 - 511 60 31 000 - Operating Supplies	9.76	Envelopes
					001 - 513 10 31 000 - Office and Operating Supplies	39.02	Envelopes
					001 - 514 20 31 000 - Office and Operating Supplies	9.76	Envelopes
					107 - 521 20 31 000 - Office and Operating Supplies	29.27	Envelopes
					406 - 531 10 31 000 - Office and Operating Supplies	19.51	Envelopes
					406 - 531 10 31 000 - Office and Operating Supplies	29.78	Utility Billing Filing Supplies
					401 - 533 10 31 000 - Office and Operating Supplies	58.53	Envelopes
					401 - 533 10 31 000 - Office and Operating Supplies	59.57	Utility Billing Filing Supplies
					403 - 534 10 31 000 - Office and Operating Supplies	58.53	Envelopes
					403 - 534 10 31 000 - Office and Operating Supplies	59.57	Utility Billing Filing Supplies
					001 - 558 50 31 000 - Office and Operating Supplies	9.76	Envelopes
					001 - 558 60 31 000 - Operating Supplies	9.76	Envelopes
		APs			Amount		For
		2682			243.90		Envelopes
		2787			148.92		Utility Billing Office Supplies
6427	10/15/2015	Claims	1	57793	COPY WRIGHTS INC	516.97	Business Cards; Business Cards

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		001 - 514 20 49 003 - Misc/Outside Printing			49.45	Business Cards Mercer
		503 - 518 80 49 003 - Misc/Outside Printing			49.45	Business Cards Reed
		107 - 521 20 49 003 - Misc/Outside Printing			311.52	Business Cards Adam, Takiguchi, Griffin, Peterson, Lyon
		406 - 531 10 49 003 - Misc/Outside Printing			18.20	Business Cards Joy
		401 - 533 10 49 003 - Misc/Outside Printing			18.20	Business Cards Joy
		403 - 534 10 49 003 - Misc/Outside Printing			18.20	Business Cards Joy
		001 - 558 50 49 000 - Miscellaneous			26.45	Business Cards Reeves
		001 - 558 60 49 003 - Misc/Outside Printing			25.50	Business Cards Reeves
		APs	Amount	For		
		2792	311.52	Business Cards		
		2793	205.45	Business Cards		
6428	10/15/2015	Claims	1	E57794 WA STATE DEPT OF LICENSING FIREARMS SECTION	72.00	CPL
		107 - 589 00 00 000 - Clearing Account			72.00	CPL State Portion
		APs	Amount	For		
		2800	72.00	CPL		
6429	10/15/2015	Claims	1	E57795 EPICPAY	317.95	Credit Card Fees
		406 - 531 10 41 000 - Professional Services			63.59	Credit Card Fees
		401 - 533 10 41 000 - Professional Services			127.18	Credit Card Fees
		403 - 534 10 41 000 - Professional Services			127.18	Credit Card Fees
		APs	Amount	For		
		2788	317.95	Credit Card Fees		
6430	10/15/2015	Claims	1	57796 KORUM AUTOMOTIVE GROUP	3,014.30	Vehicle Repair
		107 - 521 20 48 001 - Vehicle Repairs and Maintenance			3,014.30	Vehicle Repairs #668, 877 & 140
		APs	Amount	For		
		2784	3,014.30	Vehicle Repair		
6431	10/15/2015	Claims	1	57797 LARSON CHRYSLER JEEP DODGE RAM	1,544.12	Vehicle Repair
		107 - 521 20 48 001 - Vehicle Repairs and Maintenance			1,544.12	Water Pump And Brakes Repair
		APs	Amount	For		
		2783	1,544.12	Vehicle Repair		
6432	10/15/2015	Claims	1	57798 SANDRA LITTLE	30.00	Facility Rental Refund
		001 - 362 40 00 000 - Facility Rental			-30.00	Refund Of Rental Fee - Keep Deposit For Future Rentals
		APs	Amount	For		
		2781	30.00	Facility Rental Refund		
6433	10/15/2015	Claims	1	57799 NEWS TRIBUNE, THE	604.83	Legal Notification; Legal Notification; Employment Advertisement
		001 - 511 60 41 002 - Advertising			48.46	Ordinance Publication #1871
		001 - 511 60 41 002 - Advertising			53.82	Ordinance Publication #1868, 1869 & 1870
		001 - 513 10 41 002 - Advertising			502.55	Advertising - Employment
		APs	Amount	For		
		2795	48.46	Legal Notification		

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		APs	Amount		For		
		2798	53.82		Legal Notification		
		2799	502.55		Employment Advertisement		
6434	10/15/2015	Claims	1	57800	PETE LEWIS CONSULTING	5,000.00	Consulting Services
		001 - 513 10 41 000 - Other Services and Charges				1,500.00	Consulting Services
		406 - 531 10 41 000 - Professional Services				1,000.00	Consulting Services
		401 - 533 10 41 000 - Professional Services				1,000.00	Consulting Services
		403 - 534 10 41 000 - Professional Services				1,000.00	Consulting Services
		101 - 542 90 41 000 - Professional Services				500.00	Consulting Services
		APs	Amount		For		
		2782	5,000.00		Consulting Services		
6435	10/15/2015	Claims	1	57801	PIERCE CO BUDGET & FINANCE	248.07	Court Remittance Sept 15
		001 - 586 12 00 000 - Crime Victims Comp Fund				248.07	Crime Victims Court Remittance Sept 15
		APs	Amount		For		
		2790	248.07		Court Remittance Sept 15		
6436	10/15/2015	Claims	1	57802	PIERCE COUNTY COMMUNITY NEWSPAPER GROUP	800.00	PCCNG Mailing; PCCNG Mailing Color Upcharge
		001 - 513 10 41 002 - Advertising				33.00	PCCNG Mailing October 2015 - Employment
		406 - 531 10 41 002 - Advertising				34.00	PCCNG Mailing October 2015 - Employment
		403 - 534 50 41 002 - Advertising				33.00	PCCNG Mailing October 2015 - Employment
		001 - 569 00 49 000 - Misc/Other Exp -				100.00	PCCNG Mailing October 2015 - MAC
		116 - 573 92 41 002 - Fall Bazaar - Advertising				200.00	PCCNG Mailing October 2015 - Bazaar
		116 - 573 92 41 002 - Fall Bazaar - Advertising				200.00	PCCNG Mailing Color Upcharge
		116 - 573 93 41 000 - Tree Lighting - Prof Svcs				200.00	PCCNG Mailing October 2015 - Tree Lighting
		APs	Amount		For		
		2796	600.00		PCCNG Mailing		
		2797	200.00		PCCNG Mailing Color Upcharge		
6437	10/15/2015	Claims	1	57803	SYSTEMS FOR PUBLIC SAFETY, INCL.	1,367.95	Vehicle Repair
		107 - 521 20 48 001 - Vehicle Repairs and Maintenæ				1,367.95	Oil, Brake,Air Filter, Bulbs, Lock & Strobe Light Replacement, Alternator
		APs	Amount		For		
		2801	1,367.95		Vehicle Repair		
6438	10/15/2015	Claims	1	57804	TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY	80.00	Bank Custody Fees
		001 - 514 20 41 000 - Professional Services				4.80	Bank Fees
		406 - 531 10 41 000 - Professional Services				4.00	Bank Fees
		401 - 533 10 41 000 - Professional Services				49.60	Bank Fees
		403 - 534 10 41 000 - Professional Services				21.60	Bank Fees
		APs	Amount		For		
		2786	80.00		Bank Custody Fees		

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APs	Amount	For
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6439	10/15/2015	Claims	1	57805	WA ST SCOTTISH TERRIER CLUB	260.00	Facility Rental Deposit Refund
		001 - 362 40 00 000 - Facility Rental				-10.00	Overpayment Refund
		001 - 586 00 00 002 - Refund Facility Deposit				250.00	Facility Rental Deposit Refund

APs	Amount	For
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2780	260.00	Facility Rental Deposit Refund
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6440	10/15/2015	Claims	1	57806	WA STATE TREASURER	14,687.85	Court & Building Code Fees Remittance
		001 - 586 00 00 001 - Building Code Fee				40.50	Building Code Fees Sept 15
		001 - 586 83 00 000 - Trama/Auto Theft/Brain Injur				1,216.98	Court Remittance Sept 15
		001 - 586 88 00 000 - State General Fund 54 (PSEA				258.65	Court Remittance Sept 15
		001 - 586 89 00 000 - Death Investigation Account				801.23	Court Remittance Sept 15
		001 - 586 91 00 000 - State General Fund 40 (PSEA				6,814.25	Court Remittance Sept 15
		001 - 586 92 00 000 - State General Fund 50 (PSEA				3,389.34	Court Remittance Sept 15
		001 - 586 97 00 000 - JIS				2,025.72	Court Remittance Sept 15
		001 - 586 99 00 000 - School Zone Safety				141.18	Court Remittance Sept 15

APs	Amount	For
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2789	14,687.85	Court & Building Code Fees Remittance
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001 General Fund	40,953.08
101 Street Fund	11,534.77
107 Criminal Justice Fund	22,035.56
116 Community Events Fund	1,341.22
118 Reserve Officer Fund	101.23
310 Capital Improvement Fund	1,333.90
401 Electric Utility Fund	25,218.77
403 Water Utility Fund	44,263.56
406 Stormwater Operations Fund	13,765.87
501 Vehicle Repair & Maintenance Fund	5,095.44
503 Information Technology	4,110.41
631 Trust / Suspense Funds	1,036.18

	Claims:	170,789.99
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* Transaction Has Mixed Revenue And Expense Accounts	170,789.99	
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I hereby certify that the expenditures shown above reflect the true and correct expenditures to the best of my knowledge. I further certify the expenditures above to be valid and correct.

Finance Director

Date

Back to Voucher Approval

Approved for release prior to council meeting per Council Authorization.

Mayor

Date



To: Mayor Perry and City Council Members
From: Betty J. Garrison, Finance Director
Date: October 19, 2015
Re: Fee Schedule

ATTACHMENTS: Current Fee Schedule Resolution with proposed changes

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: "I move to adopt the Resolution approving the attached Fee Schedule."

Issue: Council adopted Ordinance 1869-15 on September 8th codifying the new Traffic Impact Fees. This new Fee Schedule removes the old Traffic Impact Fees from the Fee Schedule.

Discussion: Adopting Impact Fees by Ordinance meets the legal requirements set by State regulations. Conflicting fees adopted in multiple places creates confusion. To eliminate the confusion Impact Fees that are required to be adopted by Ordinance have been removed from the Fee Schedule leaving a reference to City Code.

Fiscal Impact/Source of Funds: There was no change in the currently adopted rates and fees. This is merely housekeeping.

City of Milton
Resolution No. 15-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, CORRECTING RESOLUTION NO. 15-1863 ADOPTED ON AUGUST 10, 2015, AND REPEALING ALL PRIOR VERSIONS OF THE FEE SCHEDULE.		
THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:		
Section 1.		
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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
I	Business Licenses	
§5.04.080	New Business Application Fee (One Time Application Fee)	\$55.00
	Home Occupation/Owner only (No employees allowed)	\$33.00
	Business Employees/Including Owner	
	0-2 employees	\$33.00
	3-5 employees	\$66.00
	6-12 employees	\$132.00
	13-25 employees	\$330.00
	26-50 employees	\$660.00
	51+ employees	\$990.00
	Additional Charges for the following areas:	
	Restaurant/Tavern/Cabaret	
	Restaurant and/or Tavern (Class 3)	\$66.00
	Music/Entertainment (Class 1)	\$132.00
	Music/Entertainment/Dancing (Class 2)	\$198.00
	Endorsements	
	Pinball Machines	\$44.00 each
	Video Game Tables	\$38.50 each
	Pool/Billiard Tables	\$27.50 each

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	<u>Late Fees:</u> After January 31st 50% of total license fee plus an additional 10% per month thereafter, not to exceed 100% of license fee. Licenses expire on the due date issued by the Washington State Dept. of Licensing. The City is not required to send out renewal notices.	
II	Administrative & Publications	

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
All Depts	Administrative Fee for all reimbursable expenses	15% per consultant billing and/or other reimbursable event, not to exceed \$100 per invoice
	Photocopying over 25 pages	\$0.15 per page
	Copies on compact disc	\$5.00 per disk
	Color Copies	\$0.35 per page
	Copies on Thumdrive 2GB	\$15.00
	Printed Bound Documents – will be based on actual cost of printing	Actual costs
	Returned Item (check or electronic payment) for any reason	\$35.00
	Verbatim Transcription	\$55.00 per hour
	Lien Filing Fee	Respective County Filing Fee
Police	Police Reports	\$5.00
Public Works	Development Standards Manual – includes CD	Actual costs
	Color Copy of Zoning or Other Available Maps	Cost of map
	Staff Billable Hourly Rates	
	Building Official/Inspector	\$99.00/hour
	Planner	\$70.00
	Prearranged Consultation w/Building Official or Planner	\$25.00/30 minutes
	Administrative Staff	\$55.00
	Attorney	Cost plus 15% overhead fee (not to exceed \$100 per event)
	Other outside consultants	Cost plus 15% overhead fee (not to exceed \$100 per event)
	Other Staff – Directors, Electric, Water, & Storm	Not less than \$75/hr, not greater than \$130/hr
III	Recreation	

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
Rentals	The Mayor is authorized to waive the rental fee and/or deposit for registered non-profit organizations, whose mission provides services to the general Milton community or to groups of persons in need within the City. Most of the services provided by the organization should be of the type that government could provide itself. 'Persons in need' shall include the poor, infirm, elderly and youth.	

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	Community Building Rental	
	Refundable Damage/Cleaning and Key Deposit	\$250.00
	Standard Rental Fees (2 – hours Minimum)	
	Local Residents	\$25 per hour
	Non-Local Residents	\$35 per hour
	Non-Profit Rental Fees	\$10 for first 2 hours. Additional hours at Standard Rate above.
	Governmental Agencies	No Charge
	Activity Center Rental	
	Refundable Damage/Cleaning and Key Deposit	\$350.00
	Standards Rental Fees (2 Hours Minimum)	
	Local Residents	\$60 per hour
	Non-Local Residents	\$80 per hour
	Recurring Rental Fees	
	Pre-paid, non-refundable, minimum 6 days rentals per calendar year paid in advance. Mondays - Thursdays only; and Friday - Sunday rentals for rental periods ending prior to 10:00a.m., provided that such rentals could be superseded at the sole discretion of the City for Standard Rentals or citywide events.	\$15 per hour
	Governmental Agencies	No Charge
	Senior Sponsored Events	
	Monday thru Friday only	Free if scheduled to end before 5:00p.m.
	Senior Activities Center Events	Free
Events	City Event Vendor Fees	
Milton Days	Vendor with Milton Business License	\$125.00
	Returning Vendor	\$125.00
	Guest Vendor/Business	\$150.00
	Non-Profit Clubs, Organizations & Government Agencies	\$50.00 (Suggested Donation)
	Hobbyists/Crafts (Non-Business Affiliated)	\$50.00
	Electric Connection Fee	\$50.00
Bazaar	Booth	\$40.00
	Late Registration, additional fee	\$10.00

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
IV	Public Safety	
§ 6.01	Pet Licenses: Sumner/Puyallup Fees as of 09/01/14	
	Domestic Animals	
	Dog or Cat under 6 months	\$0.00
	Dog, Unaltered	\$60.00
	Dog, Altered	\$16.00
	Cat, Unaltered	\$60.00
	Cat, Altered	\$12.00
	Dog (Sr. Citizen 65+)Altered	\$8.00
	Dog (Sr. Citizen 65+)Unaltered	\$30.00
	Cat (Sr. Citizen 65+)Altered	\$6.00
	Cat (St. Citizen 65 +)Unaltered	\$30.00
	Replacement for lost tag	\$5.00
	Late Fee After 30 days	\$10.00
	Late Fee After 60 days	\$20.00
	Exotic animal - Owner's license	\$100.00
	Other Pet Fees and Permits	
	Replacement tag fee	\$5.00
	Permit for potentially dangerous dog	\$250.00
	Annual renewal of permit for potentiall dangerous dog	\$50.00
	Permit for dangerous dog	\$500.00
	Annual renewal of permit for dangerous dog	\$100.00
	Kennel Rate cat/dog	\$75.00
	Shelter Fees - Adoption, Boarding, Impound, Spay/Neuter, Euthanasia <p style="margin-left: 40px;">These fees shall be set annually by the animal control operations board and shall be based on comparables as well as actual costs associated with professional services. The animal control operations board shall provide each participating city with a copy of these fees. The “animal control operations board” means the operations board of the governing entity of the animal control authority, as established by the interlocal agreement.</p>	
	Return Check Fee	\$40.00 and license invalidity
	Copies of Police Reports	\$5.00
	Parking Tax - per vehicle per day	\$1.00
	Reimbursable Security Services (three hour minimum)	
	Hourly Rate	\$45.00/hr - \$70.00/hr

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	Overtime Rate	\$65.00/hr - \$105.00/hr
§ 9.44	Police Alarm Systems	
	User Permit required	\$20.00
	Changes to the Permit	\$5.00
	Failure to obtain Permit within 30 day requirement	\$100.00
	False Alarms	
	First and Second false alarm/activation per calendar year	Warning
	Third and subsequent false alarm/activation	\$ 100.00 per false alarm/activation
	Failure to obtain a valid alarm permit will result in a fee for each false alarm/activation	\$ 250.00 per false alarm/activation
§ 8.04	Fireworks	
	Sale License	\$75.00 per year
	Fingerprinting (City of Milton Resident)	\$10.00
	Fingerprinting (Non-Resident)	\$15.00

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	Concealed Weapon Licenses	\$50.75
	Renewal	\$32.00
	Late Renewal	\$42.00
	Replacement	\$10.00
	Exceptions per State law will apply	
V	Zoning, Land Division, Environmental & Planning	
Planning	Impact Fees	
	School Impact Fee	
	Single Family & Duplex (Per Unit)	Per MMC 13.42.060(A)(2)
	Multi-Family (Per Unit)	Per MMC 13.42.060(A)(2)
	Traffic Mitigation Fee	Per MMC 16.84.065
	Planning and Land Use Fees **	
	Administrative Interpretation/Decision	\$483.00
	Appeal of Administrative Interpretation / Decision	\$656.00
	Accessory Dwelling Unit	\$88.00
	Variance	\$1,393.00
	Annexation	\$3,453.00
	Binding Site Plan	\$1,209.00
	Boundary Line Adjustment	\$458.00
	Comprehensive Plan Amendment or Rezone	\$3,765.00
	Conditional Use Permit	\$2,142.00
	Critical Areas Checklist	
	Design Standards Review	\$678.00
	Short Plat	\$1,103.00
	Preliminary Subdivision	\$1,888.00
	Final Subdivision	\$297.00
	Hearing Examiner Decision (due prior to approval of final plat)	Varies
	Hearing Examiner Appeal	\$1,292.00
	Hearing Examiner Reconsideration	\$583.00
	Home Occupation	\$129.00
	Master Plan	\$5,078.00
	Master Plan Amendment	\$3,006.00
	Non-Conforming Use Letter	\$338.00
	Pre-Application/Construction – Major	\$1,212.00
	Pre-Application/Construction – Minor – (to be used with existing commercial structures, where there is a change of use or occupancy. The project will have no environmental issues and no design review required.)	\$457.00
	Alteration/Amendment of Short Plat (0-4 lots)	\$365.00

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	Alteration/Amendment of Subdivision (5+ lots)	\$623.00
	Reasonable Use Exception	\$1,299.00
	SEPA Major	\$2,308.00
	SEPA Minor (Applies to single family residences that exceed the categorical exemptions which pertain to residential filling and grading.)	\$1,383.00
	Shoreline Substantial Development	\$1,182.00
	Site Plan Approval	\$1,209.00
	Clearing and Grading Permits	
	Less than 7,000 square feet	\$100
	More than 7,000 square feet	\$366 plus staff time OR consultant fees
	Stormwater Permits	
	Add or replace less than 2,000 square feet of impervious surface	\$100
	Add or replace between 2,000-5,000 square feet of impervious surface	\$366 plus staff time OR consultant fees
	Add or replace more than 5,000 square feet of impervious surface	\$481 plus staff time OR consultant fees
	**After 3 reviews – applicant is subject to additional charges at a minimum of \$75 per hour not to exceed \$130 per hour.	
VI	Building & Fire Safety	
Planning	Plan Review Fees	65% of Building Permit Fee
	Reroof	Fee based on City of Milton Building Division Valuation Table but no less than \$149.00
	Stock Plan	60% of original plan review fee
	Outside Consultant Plan Review	Actual consultant cost plus regular City plan review fees.
	Fire Sprinkler System	
	Residential (1-2 family dwelling units) – 1 hour minimum plan review	\$199.00 for first 10 heads plus \$1.03 for each additional head plus plan review fee at \$99.00/hr

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	Commercial – 2 hour minimum plan review	

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	Fire Alarm	
	Residential (1-2 family dwelling units)	\$199.00 plus \$1.55 per device
	Commercial / Multi Family	\$464.00 plus \$1.55 per device
	Tenant Improvement, Alteration, or Remodel	\$386.00 plus \$1.55 per device
	Fire Suppression (other than Sprinklers)	
	Includes hood and duct and alternative fire-extinguishing systems	\$199.00 plus plan review fee at \$99.00/hour (2 hr. minimum)
	Energy Code Plan Review	\$99/hr, 1hr minimum
	Demolition or Building Move	\$457.00
	In addition, buildings moved into jurisdiction will require a building permit and complete plan review. This category requires Assignment of Funds to equal twice the assessed value of the estimated work (i.e. demolition cost or moving costs), but no less than \$10,000.	
	Swimming Pool and Spa	Fee based on the City of Milton Building Division Valuation Table but not less than \$313.00
	Signs (fee includes plan review)	
	Pole	\$484.00
	Monument	\$449.00
	Building	\$357.00
	Multi-Group	\$631.00
	Temporary Banners, A-Boards – Annually	\$103.00
	Minimum Fee Unless Noted Otherwise	\$143.00 per hour
	Expedited Plan Review	2 X Plan Review Fee
	Violations and Penalties	
	Work commencing prior to permit issuance	Fee equal to triple the required permit fee plus mitigation fees and legal fees (valued at cost plus 15% overhead fee), investigative fees, and administrative staff costs at \$99.00/hour (4 hr minimum)

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	Grading, clearing, or land modifications commencing prior to permit issuance	Fee equal to triple the required permit fee plus mitigation fees and legal fees (valued at cost plus 15% overhead fee), investigative fees, and administrative staff costs at \$99.00/hour (5 hr minimum)
	Unlawful continuance of work after a stop work order is issued	\$1,000/day plus legal fees (valued at cost plus 15% overhead fee), investigative fees, and administrative staff costs and material charges plus 15% overhead fee.
	Reinspection Fee	\$99.00/hour
	Investigation Fee	\$410.00 plus staff fees plus attorney and consultant fee plus 15% overhead
	Building Permit Fees Based on City of Milton Building Division Valuation Table as follows:	
	Total Valuation	
	\$1.00 to \$2,000	\$101.00
	\$2,001 to \$25,000	\$ 101.00 for the first \$2,000 plus \$20.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
	\$25,001 to \$50,000	\$560.98 for the first \$25,000 plus \$16.00 for each additional \$1,000 or fraction thereof, to and including \$50,000

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	\$50,001 to \$100,000	\$960.97 for the first \$50,000 plus \$10.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
	\$100,001 to \$500,000	\$1,460.96 for the first \$100,000 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$500,000
	\$500,001 to \$1,000,000	\$4,660.96 for the first \$500,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
	\$1,000,001 and greater	\$7,910.96 for the first \$1,000,000 plus \$6.50 for each additional \$1,000 or fraction thereof
Building	Other Inspections and Fees	
	<i>Inspections outside of normal business hours (3 hours minimum)</i>	\$298.00/hour
	Inspection for which no fee is specifically indicated (1 hour minimum)	\$99.00/hour
	Additional plan review required by changes, additions or revisions to plans after 2 reviews. (1 hour minimum)	\$99.00/hour
	Deferred submittals and Substantial Revisions	1.5 times the hourly rate of \$99.00/hour
	State Building Code Council Fee	\$4.50 plus \$2.00 per additional unit
	Single Family Residential Housing Valuation	Fee based on City of Milton Building Division Valuation Table

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	Civil Inspection Fees	To be billed at outside consultant's rate + 15% administrative fee not to exceed \$100 per invoice
	Storm Inspection Fees	To be determined
	Plumbing Permit Fees	Except for residential construction regulated under IRS, a plan review fee equal to 65% of the Plumbing Permit fee is also required.
	For issuing each permit	\$143.00
	For issuing each supplemental permit	\$52.00
	Unit Fee Schedule (in addition to permit fee)	
	For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage pipe and backflow prevention)	\$10.30
	For each building sewer and each trailer park sewer	\$10.30
	Rainwater systems – per drain (inside building)	\$10.30
	For each private sewage disposal system	\$56.65
	For each water heater and/or vent	\$10.30

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	For each industrial waste pretreatment interceptor including its trap and vent, and kitchen-type grease interceptors	\$10.30
	For each installation, alteration or repair of water piping and/or water treating equipment	\$10.30
	For each installation, alteration or repair of drainage or vent piping, each fixture	\$10.30
	For each landscape sprinkler system on any one meter including backflow protection devices thereof	\$10.30
	For each atmospheric-type vacuum breakers not included in item above.	\$10.30
	For each backflow protective device other than atmospheric-type vacuum breakers:	
	2 inches (51 mm) in diameter and smaller	\$10.30
	Greater than 2 inches (51 mm) in diameter	\$21.63
	For each graywater system	\$56.65
	For each medical gas piping system serving one to five inlets/outlets for a specific gas	\$71.07
	For each additional medical gas inlet/outlet	\$10.30
	For other plumbing units not specifically listed	\$10.30
	Mechanical Fees - Except for residential construction regulated under IRS, a plan review fee equal to 65% of the Mechanical Permit fee is also required.	
	For issuing each mechanical permit	\$143.00
	For issuing each supplemental permit	\$52.00
	Unit Fee Schedule (in addition to permit fee)	
	Furnaces	
	For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliances.	\$23.69
	For the installation or relocation of each floor furnace, including vent	\$23.69
	For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$23.69
	Appliance Vents	

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit.	\$10.30
	Repairs, Additions, and Miscellaneous Equipment	
	For the repair, alteration or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls, and miscellaneous equipment regulated by the Mechanical Code.	\$19.57
	Boilers, Compressors, and Absorption Systems	
	For the installation or relocation of each boiler or compressor to and including 15 horsepower (52.7 kW), or each absorption system to and including 500,000 Btu/h (146.6 kW)	\$28.84
	For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW), or each absorption system over 500,000 Btu/h (146.6 kW)	\$84.46
	Air Handlers and Evaporative Coolers	
	For each air-handling unit, including ducts attached thereto	\$19.57
	NOTE: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code	
	Ventilation and Exhaust	
	For each ventilation fan connected to a single duct	\$10.30
	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.30
	For the installation of each commercial-type hood which is served by mechanical exhaust, including the ducts for such hood	\$77.25 plus Plan Review
	For other mechanical units not specifically listed	\$10.30
	Fuel Gas, Medical Gas and Process Piping	

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	Fuel Tanks - Permit & Inspection: Propane, Heating Oil	\$177.16
	For each piping system of one to four outlets	\$10.30
	For each additional outlet exceeding four, each	\$2.16
	Other Inspections and Fees	
	Inspections outside normal business hours (minimum charge 3 hours)	\$298.00 /hour
	Reinspection fee (1 hour minimum)	\$99.00 /hour
	Investigation fee (minimum charge include four hours)	\$398.00 /hour plus staff fees plus attorney and consultant fees plus 15% overhead
	Inspection for which no fee is specifically indicated (1 hour minimum)	\$99.00 /hour
	Additional plan review required by changes, additions or revisions to plan. (1 hour minimum)	\$99.00 /hour
	For use of outside plan review, inspection, or other professional services	Actual cost plus 15% overhead cost
	<u>Actual cost shall include all administrative and overhead cost. Additional plan review fee may be charged in addition to permit fee (½ hour minimum)</u>	
VII	TRANSPORTATION, ENGINEERING, UTILITIES, & UTILITY	
Planning	Utility Permit and Connection Fees:	
§ 13.28	<u>Water (per meter)</u>	
	- Permit	\$100.00
	Service Installation Fee (includes connecting meter and meter box)	
	5/8" meters	\$2,090.00
	Larger meter sizes will be charged actual cost of materials over the 5/8" meter installation plus 15% overhead cost, in addition to 5/8" meter service installation fee.	Additional cost plus 15% overhead cost plus \$2,090.00
	Drop Meter Fee	
	Standard residential 5/8" meters	\$420.00
	Larger meters	Actual cost plus 15% overhead cost
	System Development Charges – per building	
	5/8" meter size	\$4,325.00
	1" meter size	\$7,220.00

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	1-1/2" meter size	\$14,400.00
	2" meter size	\$23,050.00
	greater than 2" meter	Calculated upon request
	Temporary Water Meter attached to fire hydrant	\$35.00
	Rental rate for duration of project	
	<u>Meter Size</u>	
	5/8"	\$25.00
	1"	\$35.00
	2"	\$50.00
	3" +	\$100.00
	Deposit	
	<u>Meter Size</u>	
	5/8"	\$50.00
	1"	\$100.00
	2"	\$250.00
	3" +	\$300.00
	(Refundable balance of deposit less rental, damage to water meter, and cost of water used at current rates)	
	Water Availability Letter	
	residential (up to four-plex)	\$100.00 / unit
	non-residential(includes multiple family larger than four-plex and all commercial)	\$200 / calculated
	(In the event that an existing certificate needs to be modified for additional units or ERUs, the cost difference between the existing certificate and the higher demand will be charged.)	ERU
	Reconnection Fee	
	during normal working hours	\$50.00
	after normal working hours	\$185.00
	Special requested meter readings	\$15.00
§ 13.08	<u>Electric (per unit)</u>	
	Permit	\$100.00
	Connection Fee	
	Underground	\$600.00
	Overhead	\$750.00
	Distribution	\$250.00
	Temporary Power	
	(not to exceed 12 months of usage, usage exceeding \$25 in value will be billed to the customer at the current rate)	\$25.00 minimum

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	Reconnection Fee	
	during normal working hours	\$50.00
	after normal working hours	\$185.00
	Special requested meter readings	\$15.00
Public	<u>Equipment Rates</u> (charge per hour)	
	All equipment charges are without operators. All charges shall be subject to a 15 percent overhead charge.	
	backhoe	\$50.00
	dump truck	\$50.00
	compactor machine	\$7.50
	pickup truck	\$10.00
	derrick digger	\$70.00

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Primary Dept. /Code Ref.	Title	Rate/Fee/Charge
	vactor truck	\$100.00
	line truck	\$65.00
	<p>PASSED AND APPROVED at a regular meeting of the Council of the City of Milton, this 8th day of September, 2015.</p> <p>Attest:</p> <p>_____</p> <p>Katie Bolam, City Clerk</p> <p><i>Filed with the City Clerk: 9/9/2015</i> <i>Passed by the City Council: 9/8/2015</i> <i>Resolution No. 15-1864</i></p>	<p>Approved:</p> <p>_____</p> <p>Debra Perry, Mayor</p>

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To: Mayor Perry and City Council Members
From: Betty J. Garrison, Finance Director
Date: October 19, 2015
Re: Dynamic Collectors

ATTACHMENTS: Service Contract

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: Move to authorize the Mayor to enter into a Contract for Service with Dynamic Collectors, Inc for the purpose of collecting unpaid accounts.

Issue: The City has some accounts that are outstanding and cannot be collected through the Utility Lien process. The collection of these accounts requires additional time and resources to locate absent individuals and potentially proceed through civil legal channels.

Discussion: Dynamic Collectors are current with collection laws and processes; they are licensed and bonded to collect said accounts. The cost for collecting will not be billed to the City; Dynamic will collect their charges from the debtors as they collect the debt for the City. The City will receive the original debt plus 12% interest on amounts collected prior to the commencement of legal action (if legal action is required the interest from that point forward will be kept by Dynamic). Dynamic will retain their costs (filing fees, attorney fees, mailing and postage fees) and then apply payments 60% to the City and 40% will be retained for their other fees as funds are collected. This will provide a third party the opportunity to pursue unpaid inactive accounts. Dynamic Collectors is currently the Collector contracted with Milton Municipal Court. Current City Code provides for the City Clerk to have the authority to turn accounts over to a third party collector. We will be bringing a Code Change to assign that responsibility to the Finance Director in the near future.

Fiscal Impact/Source of Funds: This can only provide potential revenue from the collection of inactive unpaid accounts. This will also provide documentation on accounts that are uncollectible from a third party.

THIS CONTRACT made and entered into this _____ day of _____, 2015 by City of Milton, Milton, Washington (hereafter called "CITY") and Dynamic Collectors, Inc. (hereafter called "AGENCY"). It is understood that the AGENCY will be principally liable for compliance with this contract and insuring compliance of its affiliates, if any.

WHEREAS, the CITY holds unpaid accounts, which it desires to have collected; and
WHEREAS, statutory authority exists under *RCW 19.16.500* for the assignment of said unpaid accounts to a licensed collection agency for collection; and
WHEREAS, the AGENCY is duly licensed and bonded to collect said accounts assigned for collection by the CITY.

1. Term and Termination.

Either party may terminate this contract within thirty (30) days written notice to the other party or otherwise as the parties may mutually agree. If at any time a party materially defaults on its obligations under this contract the injured party may, at its option, send a notice thereof to the party in default. If such default is not remedied within 15 days of delivery of such notice, the party sending the notice may thereafter terminate this contract. If the AGENCY should become the subject of bankruptcy receivership or insolvency proceedings, the CITY may elect to terminate this contract. Such election shall be effective immediately upon mailing written notice of termination to the AGENCY. On termination of this contract, the AGENCY shall, on request, furnish the CITY with any information obtained with reference to the assigned accounts and/or debtors obligated thereon.

This contract shall automatically renew annually unless a desire to renegotiate a new contract is given by either party.

2. Assignment of Judgments.

The AGENCY agrees to accept for direct collection and the CITY agrees to assign various accounts that the CITY determines appropriate for collection, upon the terms and conditions set forth herein.

3. Collection Efforts.

The AGENCY shall exercise its best prudent and lawful efforts to secure collections of all accounts referred.

4. Debts Just and Owing.

The CITY certifies that every account referred will contain accurate information and will be just and owing, and will not be subject to any valid defense, set-off or counterclaim, including that the CITY has not received bankruptcy proceeding, stay or discharge for the obligor of the account as of the time

of referral. The CITY shall promptly inform the AGENCY, in writing, of any notice they receive that concerns any bankruptcy filing by any consumer.

5. Compliance with Laws.

Collection activities by the AGENCY shall be in strict compliance with all State and Federal laws existing at the time of collection activity. These laws included, but not limited to, Chapter 19.16 RCW (the Collection Agency Act), Chapter 19.86 RCW (the Consumer Protection Act), RCW 19.16.500 (governing use of collection agencies by public bodies), Public Law 95-109 (the Fair Debt Collection Practices Act) and all applicable laws and regulations of the United States Departments of Postal Services and the Federal Trade Commission.

6. Legal Action & Work to be Performed.

The AGENCY shall do all work and furnish all equipment, labor and materials necessary to collect unpaid accounts assigned to the AGENCY by the CITY. The accounts assigned will be chosen at the sole discretion of the CITY.

6.1. The AGENCY will provide a thirty-day notice for the CITY prior to assigning the accounts for collections. The AGENCY will bear all expenses for the producing of this notice. This final notice will be designed to meet the approval of the CITY and will reflect that payment is to be made to the CITY. A representative of the AGENCY will be made available to the CITY for the purpose of collection preparation.

6.2. The AGENCY will make all reasonable efforts to collect the CITY'S accounts without litigation.

6.3. Additional legal action by the AGENCY will be taken only after reasonable collection efforts have been made. Unless otherwise agreed, legal costs and fees will be paid by the AGENCY and not the CITY, and will be recoverable from the consumer where allowed by applicable law, out of first monies recovered.

7. Insurance and Surety Requirements.

For the duration of this contract, the AGENCY shall maintain in full force and effect and shall provide evidence of all insurance required by the City of Milton, including, but not limited to, evidence of insurance against personal injury liability, comprehensive general liability, workers compensation and automobile liability insurance. Additionally, the AGENCY will provide a fidelity bond in the sum of \$1,000,000.00. *Enclosed please see Attachment A: Certificate of Insurance.*

The AGENCY hereby waives all rights of recourse, including any right to which another may be subrogated, against the City of Milton for personal injury, including death, and property damage.

The AGENCY will assume full responsibility for all loss or damage from any cause whatsoever to any tools, the AGENCY's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the AGENCY, or the AGENCY's agents, suppliers or contractors.

The AGENCY will have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.

8. Claims Against Client.

Neither the AGENCY, nor the AGENCY'S attorneys shall be responsible for providing the CITY with legal representation to defend the CITY against any claims, counterclaims or third-party claims asserted against the CITY, whether asserted in response to a collection lawsuit initiated by the AGENCY or otherwise. Unless any claims, counterclaims or third-party claims asserted against the CITY is arising out of, related to or in connection with any negligent or willful action or omission of the AGENCY or its employees and agents in the performance of the herein described.

9. Cancellation of Accounts.

Any accounts referred to the AGENCY may be withdrawn by the CITY at any time, unless legal action has been commenced by the AGENCY. Notification of withdrawal may be verbal, but shall be verified in writing prior to the next report date. In the event an account is withdrawn by the CITY, no fee will be due to the AGENCY for collection efforts on said account.

10. Uncollectible Accounts.

In the event an account is deemed uncollectible by the AGENCY, it may be returned to the CITY together with an explanation of why it is uncollectible.

11. Hold Harmless Clause.

The AGENCY agrees to indemnify and hold the City of Milton and all elected officials, employees and agents of the City of Milton harmless from and against any and all claims, demands, liabilities, judgments, losses and expenses, including but not limited to court costs and reasonable attorney fees occasioned by, arising out of related to, or in connection with any negligent or willful action or omission of the AGENCY or its employees and agents in the performance of the herein described.

The CITY will indemnify and hold harmless the AGENCY, subsidiary or affiliated companies and divisions, and their officers, agents, owners, attorneys and employees from any Claims arising out of or as a result of the negligent acts or omissions of the CITY, its employees or agents; and specifically agrees to indemnify and hold harmless from and against all Claims resulting from errors in account information furnished to the AGENCY by the CITY.

Provisions of this section shall survive termination of this Agreement.

12. Agency Compensation.

Collection charges shall be added by the CITY onto accounts assigned to the AGENCY at the time of assignment. The AGENCY will leave a \$5.00 balance on the account portion owed until all collection charges, interest charges and legal fees have been paid in full. The AGENCY shall retain payment for services performed as set out hereafter:

The collection costs will be based on the assigned amount. If the balance is \$100.00 or less, the AGENCY will assign a collection cost equal to the full amount. Accounts over \$100.00 will be assessed a collection cost of 50% of the assigned amount. Accounts over \$100,000.00 will be assessed a collection cost of 35% of the assigned amount. *RCW 19.16.500*

Partial payments will be split between the CITY and the AGENCY as follows: Payments shall be applied first to all costs and fees incurred by the AGENCY, including, but not limited to: filing fees, ex parte fees, attorney fees and mailing and postage fees. Remaining payments shall be applied at a rate of 60% to the CITY and 40% to the AGENCY.

13. Interest Charges.

The CITY authorizes the AGENCY to add interest to accounts at a rate of 12%, or the maximum amount allowed by law, and to disperse the interest as follows: 100% of accrued interest to the CITY prior to the AGENCY commencing legal action and 100% of interest accrued after the AGENCY has commenced legal action shall be retained by the AGENCY. The AGENCY reserves the right to write-off interest balances under \$5.00, or to stop charging interest on payroll deductions and post-dated check payment plans.

The CITY will receive full payment in order to close a case. The CITY authorizes the AGENCY to either waive or reduce interest as a negotiation tool.

14. Change in Law.

Should there be changes in laws or through the CITY'S policies which prescribe/allow a different method for receiving collection fees, the AGENCY shall modify its methods accordingly, upon instruction from the CITY.

15. Electronic Payments.

The CITY authorizes the AGENCY to charge a party making an electronic payment a convenience fee in the amount of \$5.00 for processing the electronic payment unless prohibited by state law.

16. Payments to CITY from Other Source.

A payment made on behalf of a consumer directly to the CITY on an assigned account will be promptly reported to the AGENCY by the CITY.

17. Bankruptcy.

When an account becomes subject to bankruptcy proceedings, the AGENCY will cancel the account back to the CITY.

18. Reports and Remittance Schedule.

The AGENCY and the CITY agree to the following reports and remittance schedule, subject to mutual modifications:

18.1. The AGENCY shall furnish the CITY with a computerized acknowledgment of the assigned accounts within a reasonable period of time following receipt of the same. The acknowledgement shall include an ALPHA listing by name of consumer, CITY assigned account number, amount assigned, total number of accounts and total dollar amounts assigned for collection.

18.2. The AGENCY will furnish the CITY with a monthly report indicating all accounts currently assigned to the AGENCY. The report shall be an ALPHA list by consumer name, the

24. Record Inspection.

The CITY and its staff shall have access to the books, documents, papers and records of the AGENCY; which are directly pertinent to this Contract. The AGENCY shall allow inspection of such information upon request from the CITY.

25. Audit.

The AGENCY will permit the CITY to audit CITY assigned accounts. Audits will be done at the AGENCY'S office on any accounts that the CITY shall choose. The AGENCY will be notified one week in advance that the CITY personnel will be conducting an audit and a time set for said procedure that is convenient for the AGENCY and the CITY.

26. Nondiscrimination.

In doing the work herein described, the AGENCY shall not discriminate on the basis of race, religion, sex, sexual orientation, age, national origin, disability or any other protected class consideration.

27. Beneficiaries to Contract.

This Contract is entered into for the benefit of the CITY and the AGENCY. No third-party beneficiaries are intended to be created or are created hereunder and no other party can derive any benefit here from.

28. Entire Contract.

This Contract constitutes the entire understanding between the AGENCY and the CITY regarding collection services provided to the CITY by the AGENCY, and may not be modified except by written agreement signed by both parties. This Contract supersedes any prior Contract, unless incorporated herein by reference.

29. Choice of Law and Venue.

This Contract shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Contract shall be brought in Pierce County Superior Court.

In WITNESS WHEREOF, the parties have executed the Contract on this _____ day of _____, 2015.

DYNAMIC COLLECTORS, INCORPORATED

CITY OF MILTON

BY: _____
Kevin Klumper
President

BY: _____
Printed Name:
Title:

ADDRESS:
790 S. Market Blvd.
Chehalis, WA 98532

ADDRESS:

DATE: _____

DATE: _____

ATTEST:

Printed Name:
Clerk of the Board

Back to Agenda Bill



To: Mayor Perry and City Council Members
From: Aaron C. Nix, Community Development and Interim Public Works Director
Date: 10/19/2015
Re: Oak Street Roadway Re-build/Rehabilitation

ATTACHMENTS: **Bid**
 Contracts
 Drawings

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Issue: City of Milton staff has had the opportunity to evaluate the half-street improvements of the previously approved work associated with the Café Elite project at the intersection of Milton Way and Oak Street. The roadway along this section of Oak Street is in very poor condition and constitutes a potential hazard to the traveling public. Based on this analysis, Staff has concluded that roadway repair is needed in order to assure the safe passage of the traveling public. In conjunction with the half-street improvements being done by the onsite contractor, Dirt Works, Inc., the Mayor/City Administrator, in accordance with MMC section 3.52.010, has authorized two contracts to repair this section of roadway, at a significant savings to the City, as mobilization is not included in the costs. The resulting work will allow for a newly constructed roadway section along the entirety of the improvements occurring in this area. In addition, the adjoining business owner, Restaurant has included some additional parking improvement work that will tie into this work and enhanced parking facilities along this section of roadway.

Discussion: Due to the very poor condition of the asphalt in the vicinity of the half street improvement work for the Café Elite project site, it is Staff's opinion that keeping the existing roadway section as is, poses a threat to the safety of traffic flows along the this section of Oak Street. With this, the onsite contract has provided the City with a lump sum bid amount \$31,812.25, based on the square footage of roadway (Approximately 4,200 square feet) being replaced. This scope includes the removal of approximately 3" of existing asphalt and the removal of 6" of the existing base coarse. This will be replaced with the 4" of crushed surface base coarse, 2" of crushed surfacing base coarse and 3" of Class B Asphalt. Sections will be placed in accordance with the City of Milton's Public Works Design Standards and meet the

appropriate compaction requirements. This shall be verified with appropriate compaction testing, as required by the City.

The attached drawing outlines (Yellow and Pink areas) the scope of the asphalt/base coarse removal and replacement for the City's section of roadway replacement. The total repair section equates to 4,172 square feet.

Fiscal Impact: The total bid amount for the Oak Street reconstruction project is \$31,812.25. Funds will come from the Capital Fund, which has a current balance of \$3.3 million.



**ASPHALT PAVING
CONTRACT/PROPOSAL**
 License # ROADSPW883M6
 12514 SE 270th ST. Kent, WA, 98030
 (253) 630-5589 Office
 (253) 545-0642 Fax
info@roadspavingwa.com
www.RoadsPavingWa.com

JOB NAME: Café Elite	WORK TO BE PERFORMED AT:
STREET: 1101 Milton Way	
CITY, STATE, & ZIP: Milton, WA. 98354	
E-MAIL ADDRESS: jlamarca@hotmail.com	
DATE: 06/25/2015	

PROPOSAL SUBMITTED TO: Joey L' Amarca
NAME: Joey
PHONE: 253-232-5639
FAX:
ESTIMATOR: Richard Elliott – 253-217-3990

WE HEREBY PROPOSE to furnish all materials and necessary equipment, and perform all labor necessary to complete the following work (Describe Labor, Material and Equipment to be furnished):

City of Milton – Approx. 4050 Sq. Feet
 Sub-grade to +/- .10 by other
 Rough grade and compact
 Apply 4" Crushed Surface Base Course, fine grade and compact
 Apply 2" Crushed Surface Top Course, fine grade and compact
 Pave w/3" Class ½" HMA and seal joints \$ 14782.50

Pricing Valid for 30 days from date of quotation. All pricing is based upon the current costs of materials and straight-time labor rates. In the event of an increase on asphalt or labor rates prior to the order being placed and/or acceptance by both parties, these prices will be adjusted.

TIME FOR COMPLETION: The work to be performed pursuant to this Agreement shall be completed within (1) days or approximately on _____.

INTEREST: Overdue payments will bear interest at the rate of 1½ % per month.

PAYMENT: Owner agrees to pay Contractor a total price of:

Dollars (\$ _____).

Down payment (if any) \$ _____ with payments to be made as follows:

PAYMENT DUE IN FULL UPON COMPLETION

Sub-Total	\$ 14782.50
Tax	\$ 1404.33
Total	\$ 16186.83
Deposit	\$
Balance	\$

Contractor/Seller Signature

Date

Owner/Buyer Authorized Signature

Date

ALL WORK GAURUNTEED FOR ONE YEAR

Roads Paving guarantees work state above against cracking, setting, defective materials. Roads Paving cannot be held responsible for weed growth, tire marks, damage from sharp objects, plowing, or oil spills. Guarantee does not apply to gravel driveways.

TERMS AND CONDITIONS

I. CHANGES IN THE WORK. Should the owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when both the Owner and the Contractor have signed a contract Change Order. The change in the contract price caused by such contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of ___% shall be the change in contract price. The Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Owner as added work shall pay for any expenses incurred due to such conditions.

II. OWNER'S RESPONSIBILITIES. Owner agrees to allow and provide Contractor and equipment access to the property.

III. DELAYS. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

IV. SUBCONTRACTS. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

V. TAXES AND ASSESMENTS. Owner will pay for taxes and assessments of all descriptions.

VI. INSURANCE AND DEPOSITS. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. Owner shall obtain and pay for insurance against injury to his own employees and persons under persons on the job site at Owner's invitation. Owner shall also procure at own expense and before the commencement of work hereunder "all-risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price. The insurance shall name the Contractor and any subcontractors as additional insured's, and will be written to protect owner, Contractor and subcontractors as their interests may appear.

Should Owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity such as fire, storm, flood, landslide, subsidence or earthquake, owner as extra work shall pay for work done by Contractor in rebuilding or restoring the project.

VII. RIGHT TO STOP WORK. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the due date, is a material breach of this Agreement and shall entitle contractor to cease any further work.

VIII. CLEAN UP. Contractor will remove from Owner's property debris and surplus material created by the operation and leave it in a neat and broom clean condition.

IX. COMPLIANCE WITH LAWS. In connection with the performance by Contractor of duties pursuant to this Agreement, Contractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

X. ARBITRATION, VALIDITY AND DAMAGES. Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

XI. ASBESTOS AND HAZARDOUS WASTE. Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or do the work at contractor's option. Said work shall be treated as an extra under the contract.

1-800-ASPHALT

**CITY OF MILTON
PUBLIC WORKS CONTRACT
Project No. _____**

THIS CONTRACT, is made this _____ day of _____, 20____ by and between the City of Milton (hereinafter referred as “City”), a Washington Municipal Corporation, and _____ (hereinafter referred to as “Contractor”), doing business at _____.

WHEREAS, Contractor is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Contractor for the provision of such services for _____, and Contractor agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. Work. The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:

- Plans and Contract Drawings [Attachment _____] [N/A _____]
- Scope of Work [Attachment _____] [N/A _____]
- General Provisions [Attachment _____] [N/A _____]
- Special Provisions [Attachment _____] [N/A _____]
- Bid Documents [Attachment _____] [N/A _____]
- Bid Proposals [Attachment _____] [N/A _____]
- Schedule of Prevailing Wages [Attachment _____] [N/A _____]
- Addenda (if any)
- Performance Bond (if not waived by City)
- All provisions required by law to be inserted in this Contract whether actually attached hereto or not.

The Contractor shall provide and bear the expense of all materials, equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of one year after completion of this Contract.

2. **Payment.** Payment for the work as described in the Contract shall not exceed _____ dollars (\$_____), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
3. **General Administration.** The Contract Administrator, _____ of the City of Milton shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or as otherwise provided herein.
5. **Notice to Proceed / Completion Time.** The Contractor shall begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and shall carry on such work regularly and uninterrupted thereafter with such force as to secure its completion within _____ calendar days (holidays and weekends included), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **Indemnity / Hold Harmless.** The Contractor shall fully indemnify, protect, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The Contractor's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Contractor's employees, contractors, consultants and agents.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor

and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

8. Bonds / Surety. City must select one of the following options by checking the applicable box:

Standard Option. The Contractor shall provide a performance and payment bond in an amount equal to the contract price. The bond must be approved by the City prior to the execution of the Contract. The bond shall be released thirty days after the date of final acceptance of the work performed under this Contract, and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Performance Surety Option. In lieu of retainage and a performance and payment bond, the City shall withhold 50% of all progress payments, excluding any applied tax, for the duration of the work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all work performed under this Contract, including any change orders, or receipt of all necessary releases from the Department of Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. No interest shall be accrued nor paid to the Contractor on the retained amount. The City may, at its option, attach and expend the Performance Surety to cover any costs to complete any outstanding work or work deemed unacceptable under this contract. **This option may be used only for contracts of \$35,000 or less and at the Contractor's request.**

Waiver Option. Pursuant to RCW 39.04.155(3), the City waives the bonding and retaining requirements for this Contract. **This option may only be used for contracts under \$35,000 and for which the Limited Public Works contractor selection process was used.**

9. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.

10. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the

City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

- 11. Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.
- 12. Correction of Defects.** Contractor shall be responsible for correcting, at no cost to the City, all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

The provisions of this section are separate from and additional to the Contractor's obligations under Section 7. The provisions of this section shall survive the expiration or termination of this Contract.

- 13. Claims.** Any claim from Contractor against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment hereunder. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of the additional claim and fully describes such claim.
- 14. Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid

accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

- 15. Insurance** The Contractor shall procure and maintain for the duration of the Contract, 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 Contractor, its agents, representatives or employees.

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 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 contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. 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 using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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 \$2,000,000 products-completed operations aggregate limit.

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 insurance:

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.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

G. **No Limitation.** Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity.

16. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Without prejudice to any other remedy of the City, any violation by Contractor of any applicable law or regulation shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

17. Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

18. Prevailing Wage. This Contract is subject to the requirements of Chapter 39.12 RCW relating to prevailing wages. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit an "Affidavit of Wages Paid" which must be certified by the Industrial Statistician of the Department of Labor and Industries.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

- 19. Termination.** This contract shall expire upon satisfactory completion of the work described in the Scope of Work (Attachment _____) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days written notice to the Contractor.

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Attachment _____) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include without limitation all legal costs incurred by the City to protect the rights and interests of the City under the Contract.

- 20. Extent of Contract / Modification.** This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.
- 21. Nondiscrimination.** In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, Contractor, its subcontractors or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, sexual orientation, marital status, national origin or the presence of any sensory, mental, or physical disability,

discriminate against any person who is qualified and available to perform the work to which the employment relates.

- 22. Public Records Disclosure.** Contractor acknowledges that the City is an agency governed by the public records disclosure requirements set forth in Chapter 42.56 RCW. Contractor shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Contractor and related to the services performed under this Contractor. Upon written demand by the City, the Contractor shall furnish the City with full and complete copies of any such records within five business days.

Contractor's failure to timely provide such records upon demand shall be deemed a material breach of this Contractor. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Contractor shall fully indemnify and hold harmless the City as set forth in Section 7.

For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this Contract.

- 23. Dispute Resolution.** Should any dispute, misunderstanding or conflict arise under this Contract, the matter shall be referred to the Mayor, whose decision shall be final. The Superior Court for Pierce County, Washington, shall be the exclusive venue for any litigation arising out of this Contract. Both parties hereby consent to the jurisdiction of said court. In the event of any such litigation, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Contract shall be governed by and construed in accordance with the laws of the State of Washington.
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- 25. Utility Location.** The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as may be amended. The Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the "one call" system, before commencing any excavation activities.

- 26. Trench Safety Systems.** All trenches shall be provided with adequate safety systems as required by RCW 49.17 and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296 155-650-655.
- 27. Environmental Regulation.** Contractor shall be solely and completely responsible for complying with all environmental statutes and regulations, including but not limited to: 42 USC 4321 et seq.; Executive Order 11514; 33 USC 1251 et seq.; and RCWs 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197-11. The Contractor shall be solely responsible for any damages, penalties, fines, fees, costs, expenses, and/or attorney’s fees incurred as a result of non-compliance with this section.
- 28. Nonwaiver.** The failure of the City of Milton to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year above written.

CITY OF MILTON

CONTRACTOR

By: _____
Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

CONTRACTOR CONTACT

City of Milton
2224 104th Avenue E
Milton, WA 98371
Phone: 253-952-3299
Fax: 253-952-3537

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

BID PROPOSAL

For _____

This proposal shall include all material, equipment, labor, license and permit fees, taxes and any other associated costs. The bid price shall be lump sum.

BASE BID

The Base Bid shall include all work as shown in these specifications.

Base Bid Amount	\$ _____
WSST @ 8.8%	\$ _____
TOTAL BASE BID	\$ _____

The undersigned has read these specifications and is familiar with the site and requirements of this construction project. The bid amount presented in this proposal is a lump sum price to perform all work necessary to complete this project.

Contractor Name: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Fax: _____

Signature: _____

Attachment A
SCOPE OF WORK

CITY OF MILTON
PUBLIC WORKS CONTRACT
Project No. _____

THIS CONTRACT, is made this _____ day of _____, 20____ by and between the City of Milton (hereinafter referred as “City”), a Washington Municipal Corporation, and _____ (hereinafter referred to as “Contractor”), doing business at _____.

WHEREAS, Contractor is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Contractor for the provision of such services for _____, and Contractor agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. Work. The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:

- Plans and Contract Drawings [Attachment _____] [N/A _____]
- Scope of Work [Attachment _____] [N/A _____]
- General Provisions [Attachment _____] [N/A _____]
- Special Provisions [Attachment _____] [N/A _____]
- Bid Documents [Attachment _____] [N/A _____]
- Bid Proposals [Attachment _____] [N/A _____]
- Schedule of Prevailing Wages [Attachment _____] [N/A _____]
- Addenda (if any)
- Performance Bond (if not waived by City)
- All provisions required by law to be inserted in this Contract whether actually attached hereto or not.

The Contractor shall provide and bear the expense of all materials, equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of one year after completion of this Contract.

2. **Payment.** Payment for the work as described in the Contract shall not exceed _____ dollars (\$_____), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
3. **General Administration.** The Contract Administrator, _____ of the City of Milton shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or as otherwise provided herein.
5. **Notice to Proceed / Completion Time.** The Contractor shall begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and shall carry on such work regularly and uninterrupted thereafter with such force as to secure its completion within _____ calendar days (holidays and weekends included), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **Indemnity / Hold Harmless.** The Contractor shall fully indemnify, protect, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The Contractor's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Contractor's employees, contractors, consultants and agents.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor

and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

8. Bonds / Surety. City must select one of the following options by checking the applicable box:

Standard Option. The Contractor shall provide a performance and payment bond in an amount equal to the contract price. The bond must be approved by the City prior to the execution of the Contract. The bond shall be released thirty days after the date of final acceptance of the work performed under this Contract, and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Performance Surety Option. In lieu of retainage and a performance and payment bond, the City shall withhold 50% of all progress payments, excluding any applied tax, for the duration of the work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all work performed under this Contract, including any change orders, or receipt of all necessary releases from the Department of Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. No interest shall be accrued nor paid to the Contractor on the retained amount. The City may, at its option, attach and expend the Performance Surety to cover any costs to complete any outstanding work or work deemed unacceptable under this contract. **This option may be used only for contracts of \$35,000 or less and at the Contractor's request.**

Waiver Option. Pursuant to RCW 39.04.155(3), the City waives the bonding and retaining requirements for this Contract. **This option may only be used for contracts under \$35,000 and for which the Limited Public Works contractor selection process was used.**

9. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.

10. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the

City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

- 11. Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

- 12. Correction of Defects.** Contractor shall be responsible for correcting, at no cost to the City, all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

The provisions of this section are separate from and additional to the Contractor's obligations under Section 7. The provisions of this section shall survive the expiration or termination of this Contract.

- 13. Claims.** Any claim from Contractor against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment hereunder. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of the additional claim and fully describes such claim.

- 14. Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid

accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

- 15. Insurance** The Contractor shall procure and maintain for the duration of the Contract, 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 Contractor, its agents, representatives or employees.

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 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 contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. 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 using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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 \$2,000,000 products-completed operations aggregate limit.

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 insurance:

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.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

G. **No Limitation.** Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity.

16. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Without prejudice to any other remedy of the City, any violation by Contractor of any applicable law or regulation shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

17. Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

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Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit an "Affidavit of Wages Paid" which must be certified by the Industrial Statistician of the Department of Labor and Industries.

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For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been construed by Washington courts.

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year above written.

CITY OF MILTON

CONTRACTOR

By: _____
Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

CONTRACTOR CONTACT

City of Milton
2224 104th Avenue E
Milton, WA 98371
Phone: 253-952-3299
Fax: 253-952-3537

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

BID PROPOSAL

For _____

This proposal shall include all material, equipment, labor, license and permit fees, taxes and any other associated costs. The bid price shall be lump sum.

BASE BID

The Base Bid shall include all work as shown in these specifications.

Base Bid Amount	\$ _____
WSST @ 8.8%	\$ _____
TOTAL BASE BID	\$ _____

The undersigned has read these specifications and is familiar with the site and requirements of this construction project. The bid amount presented in this proposal is a lump sum price to perform all work necessary to complete this project.

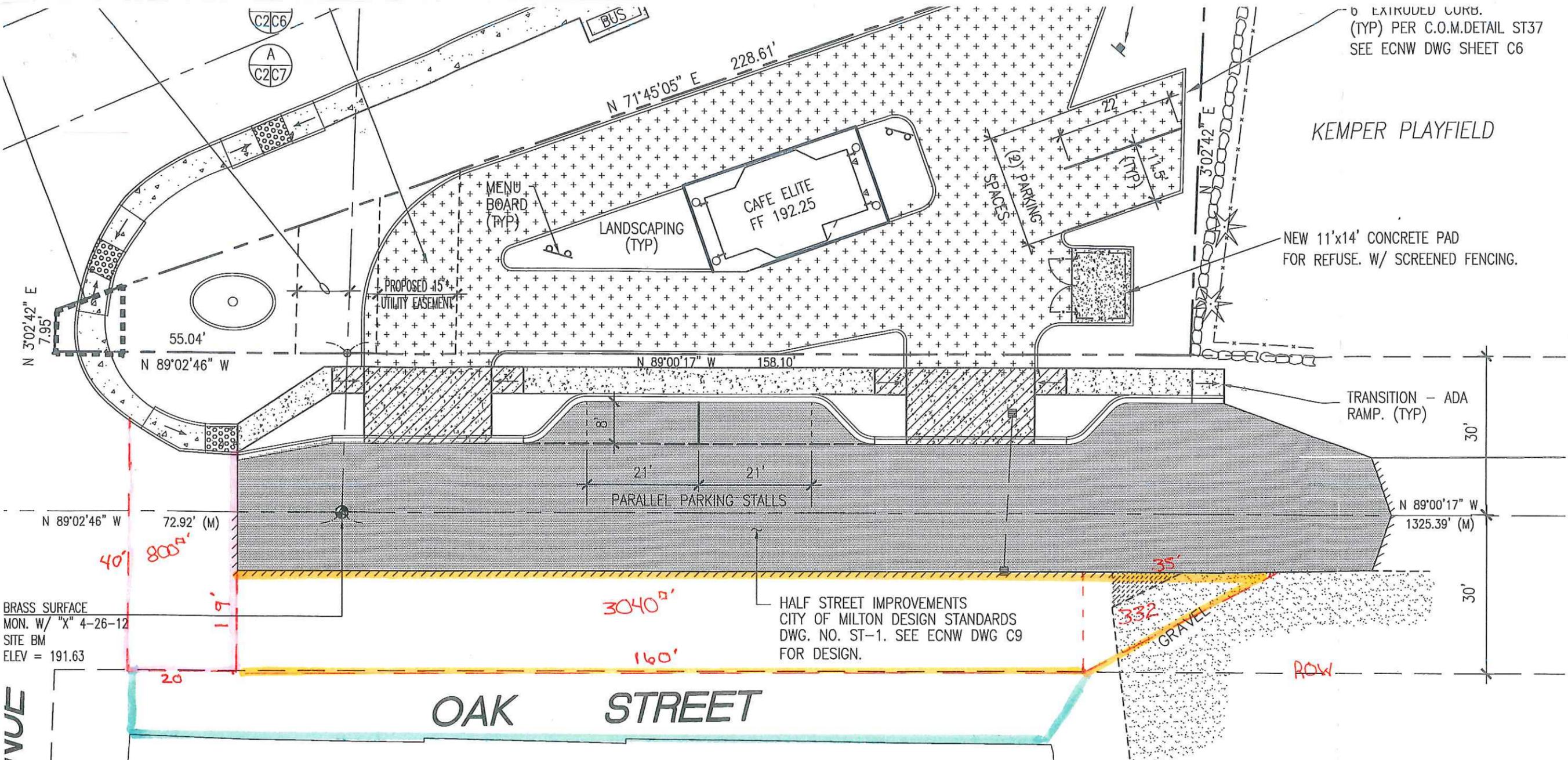
Contractor Name: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Fax: _____

Signature: _____

Attachment A
SCOPE OF WORK



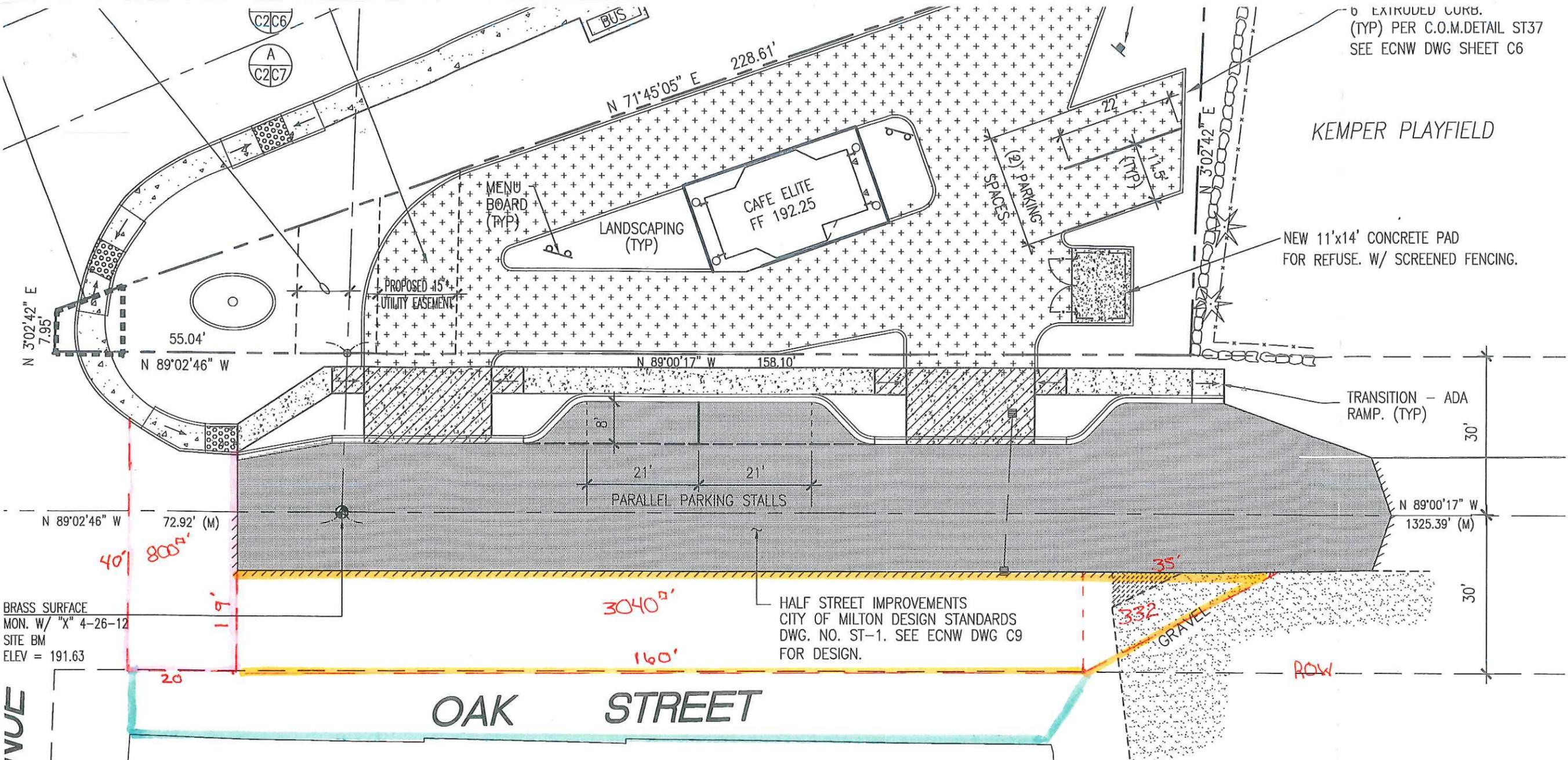
OVERALL SITE PLAN

1" = 20'

1

C2 | C2

AVENUE



OVERALL SITE PLAN

1
 1" = 20' C2 | C2



To: Mayor Perry and City Council Members
From: Chief Tony Hernandez
Date: October 19, 2015
Re: Grant Approval – Police Security/Hardening Project

ATTACHMENTS: Grant Contract
Aerial map

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: Move to authorize the Mayor to accept the Department of Commerce grant in the amount of \$36,860 for the purpose of hardening the police station security.

Issue: Currently, the police department is housing seized vehicles and other large items in an unsecured space, allowing for break-ins and damage. Police personnel have identified an area of the parking lot where a secured area could be located.

In January of this year, two grant opportunities were presented for which this project qualified. Funding was awarded from both - \$12,000 from WCIA, and \$36,860 from the Department of Commerce.

The project is proposed to consist of cyclone fencing around the parking lot area to the north of the police department and the west of the fire department. See attached aerial map.

Fiscal Impact/Source of Funds: N/A – the project can be 100% completed with grant funding.



Department of Commerce

Innovation is in our nature.

Grant to

City of Milton

through

The Local and Community Projects 2016 Program

For

Police Station Security/Hardening - Construction of police station security improvements.

Start date:

7/1/2015

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FACE SHEET

Grant Number: 16-93205-071

**Washington State Department of Commerce
Community Services & Housing Division
Community Capital Facilities Unit**

1. GRANTEE City of Milton 1000 Laurel St. Milton, Washington 98354		2. GRANTEE Doing Business As (optional) _____ _____	
3. Grantee Representative Russ Hume 2539228735 rhume@cityofmilton.net		4. COMMERCE Representative Sheryl Reed Project Manager (360) 725-3074 Fax 360-586-5880 sheryl.reed@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 	
5. Grant Amount \$36,860.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2015	8. End Date 6/30/2019
9. Federal Funds (as applicable) N/A	<u>Federal Agency</u> N/A	<u>CFDA Number</u> N/A	
10. Tax ID # 91-6001462	11. SWV # 0018188	12. UBI # _____	13. DUNS # N/A
14. Grant Purpose The outcome of this performance-based contract is the Construction of police station security improvements. as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
FOR GRANTEE _____ Debra Perry, Mayor _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY _____ <i>Mark Calkins, A.A.G.</i> _____ Mark Calkins _____ Date <i>09-29-15</i>	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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THIS CONTRACT, entered into by and between the City of Milton (a unit of local government) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2015, 3rd Special Session, Chapter 3, Section 1040, made an appropriation to support the Local and Community Projects 2016 Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$36,860.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS
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- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of \$250,000 or more in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**SPECIAL TERMS AND CONDITIONS
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6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

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Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**SPECIAL TERMS AND CONDITIONS
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Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim-liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
-

**SPECIAL TERMS AND CONDITIONS
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11. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

14. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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15. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

16. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

17. HISTORICAL AND CULTURAL ARTIFACTS

In the event that historical or cultural artifacts are discovered at the Project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

18. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2017 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

19. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 25 of the General Terms and Conditions.

**SPECIAL TERMS AND CONDITIONS
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20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**GENERAL TERMS AND CONDITIONS
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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

GRANTEE's are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

**GENERAL TERMS AND CONDITIONS
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- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

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12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

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14. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

18. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

19. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

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Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17a RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

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24. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

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30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience"

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if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and

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7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

These funds will be used for capital expenditures related to the installation of chain link fencing to provide a secure area for the City of Milton Police Department located at 1000 Laurel Street in Milton. This includes, but is not limited to, installation of 500 LF of chain link fencing, two walk gates, a manual gate, and an electric gate with remotes.

The fencing will increase security at the Police Facility.

The project anticipated to be completed by October 2015.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$0.00
Site Acquisition	\$0.00
Construction	\$36,860.00
Capitalized Equipment	\$12,000.00
Contingency	\$0.00
Other	\$0.00
Total Contracted Amount:	\$48,860.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
WCIA grant	\$12,000.00	
Total Non-State Funds	\$12,000.00	\$12,000.00
State Funds		
State Capital Budget	\$36,860.00	\$36,860.00
Total Non-State and State Sources		\$48,860.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of July 1, 2015, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

NOT APPLICABLE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

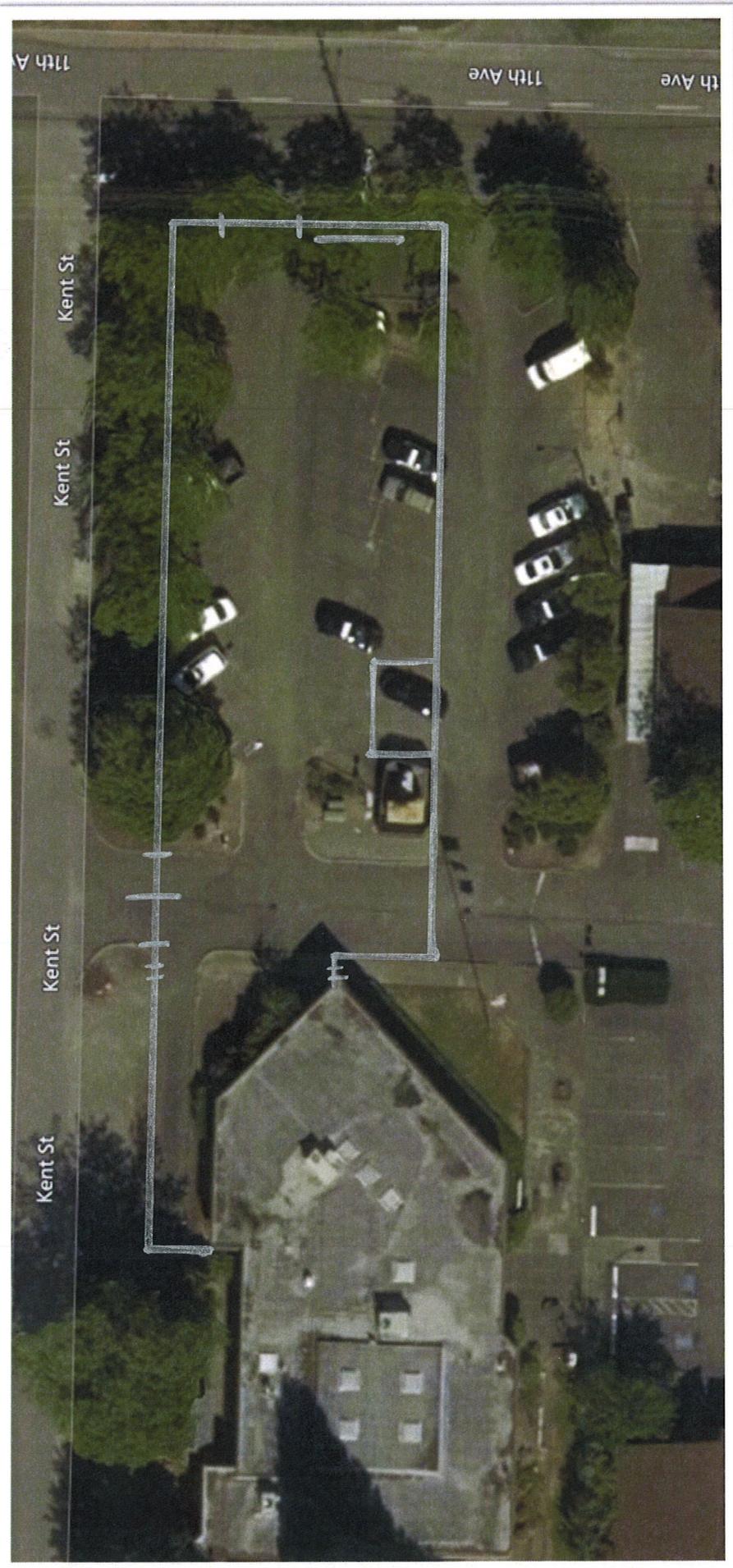
The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

NOT APPLICABLE



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