



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

February 5, 2018
Monday

Regular Meeting
7:00 p.m.

- 1. Call to Order and Flag Salute**
- 2. Roll Call of Councilmembers**
- 3. Additions/Deletions**
- 4. Citizen Participation**

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

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

The public may also submit written communications, via letters or emails to info@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. January 8, 2018 Special Meeting

B. Claims Approval:

- i. Approval of the 2017 checks/vouchers numbered 62860-62883 and 62902-62909 in the amount of \$47,906.24.
- ii. Approval of the 2017 payroll disbursement of 12/31/2017 in the amount of \$35,115.18.

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.

- iii. Approval of the 2018 checks/vouchers numbered 62859 and 62916-63040, and voided checks numbered 61827, 62870, 62996 and 63025, for an amount of \$1,059,352.04.
- iv. Approval of the 2018 payroll disbursements of 1/5/2018 and 1/19/2018 in the amount of \$496,677.85.
- C. Grant Acceptance – Department of Ecology \$50,000 for City’s National Pollutant Discharge Elimination System (NPDES) Permit
- D. Contracts Approved Administratively
 - i. Anne Sears & Associates – Financial Services

6. Public Hearings

- A. Ordinance – Vacating a Portion of Diamond Street west of 10th Avenue

7. Regular Agenda

- A. Ordinance 1st Read – Vacating a Portion of Diamond Street west of 10th Avenue
- B. Ordinance 2nd Read/Adopt – 2015 Comprehensive Plan Amendments
- C. Ordinance 2nd Read/Adopt – Street Vacation of Portion of Emerald Street
- D. Contract Approval – East Pierce Fire & Rescue – Contract for Services
- E. Contract Approval – East Pierce Fire & Rescue – Lease Agreement
- F. Resolution – Fee Schedule Update
- G. City Staff Reorganization
 - i. Ordinance – Appointment of Exempt Positions
 - ii. Ordinance – 2018 Budget Amendment #1 – Amendment to Wage Scale
 - iii. Confirmation of Appointment – Tony Hernandez as Public Safety Administrator
 - iv. Confirmation of Appointment – Steve Peretti as Municipal Services Administrator
 - v. Confirmation of Appointment – Mark Howlett as Public Works Director

8. Council Reports

9. Director’s Reports

10. Mayor’s Report

11. Adjournment

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

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



Special Meeting
Monday, January 8, 2018
7:00 p.m.

CALL TO ORDER

Mayor Styron Sherrell called the Special Meeting to order at 7:00 p.m., and led the flag salute.

A moment of silence was held in honor of fallen Pierce County Deputy Daniel McCartney.

ROLL CALL

Present: Mayor Pro Tem Hutson, Councilmembers Whitaker, Johnson, Ott, Tompkins, Morton, and Whalen

STAFF PRESENT

Police Chief/City Administrator Hernandez, City Attorney Cameron, City Engineer Howlett, Operations Superintendent Barnhart, City Clerk Bolam

DELETIONS

None.

CITIZEN PARTICIPATION

| Speaker | Comments |
|----------------|---|
| Jim Gillespie | As citizen – Shared about holiday coat drive, which was a success, bringing 35 coats and toys for needy children in the community |
| Jim Gillespie | As Planning Commission Chair – plan to conduct a Milton tour |

MINUTES APPROVAL – 1/2/2018 Regular Meeting

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Tompkins, to approve the 1/2/2018 Minutes. **Passed 7/0.**

REGULAR AGENDA

- A. Ordinance 1st Read – Street Vacation of Portion of Emerald Street

City Attorney Cameron explained that this is part of the agreement approved by Council at the last meeting related to property owned by Falk Development, Inc. He explained the need to hold the public hearing on the 16th outside of a regular Council meeting.

COUNCILMEMBER JOHNSON MOVED, seconded by Councilmember Whalen, to appoint Councilmembers Whalen, Johnson, and Hutson to be present at the public hearing on January 16, 2018, in accord with the Council's Resolution concerning the vacation of an unused portion of Emerald Street between Meridian and 28th. **Passed 7/0.**

B. Resolution – Comcast Franchise Agreement

City Engineer Howlett explained this action will extend the existing 2011 contract. He pointed out the two forms of revenue governed by this agreement, and it is separate from the pole franchise agreement.

COUNCILMEMBER OTT MOVED, seconded by Councilmember Tompkins, to adopt the Resolution extending for a period of 5 years the Franchise Agreement between the City of Milton and Comcast.

| Speaker | Comments |
|----------------|--|
| Richard Cosner | Pointed out the contract availability for free broadcast of Council meetings |

The motion was voted on and passed 7/0.

C. Contract Amendment – Robinson Nobel – Well #10

City Engineer Howlett explained the need to amend the contract to allow for additional design work and construction methodology, due to the discovery of an unpermitted dump site as catalogued by the Dept of Health.

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Morton, to authorize the Mayor to execute a \$4,170 amendment to the consultant services agreement with Robinson Noble, Inc. for a total amount not to exceed \$13,650 to provide engineering services for the replacement of the City's Well Number 10.

Council expressed that the amount requested is reasonable.

The motion was voted on and passed 7/0.

D. Voucher Approval

City Engineer Howlett explained that Council has approved this action in the past, which allows for payment of city bills in a timely fashion prior to Council's official voucher approval.

The Finance Committee members expressed willingness and availability to review the vouchers between meetings, also.

COUNCILMEMBER OTT MOVED, seconded by Councilmember Morton, to authorize the Finance Department to process operating expenses for payment, with the Mayor's approval, during gaps between Regular Council Meetings. **Passed 7/0.**

COUNCIL REPORTS

Councilmember Whitaker

- Looks forward to working together as a council on economic matters this year

Councilmember Morton

- Alder Ridge move-in time frame has been extended from 6 to 12 months

Councilmember Ott

- Thank you to Jim Gillespie for his community services
- Appreciates the prayers for the fallen deputy

Councilmember Tompkins

- Sad at the loss of our hero today
- Event Committee meeting tomorrow night is an Open House to encourage more community involvement
- Thanks to the Senior Advisory Board for their \$1,000 donation to the Alder Ridge fire account

Councilmember Whalen

- Reported that the 2nd suspect in the deputy shooting was apprehended today
- Glad to see the Event Committee event happening
- The continued response to the Alder Ridge fire victims is impressive – wondering how long the account will stay available

Councilmember Johnson

- Delivered the left over donated goods from the Alder Ridge fire response to the Union Gospel mission/Tacoma
- Requested Council/Mayor approval to attend two upcoming meetings:
 - February 2 – Pierce County Opioid Summit
 - February-March – in cooperation with her seat on the Pierce County Citizen's Action Board, participate in their Public Services Review Panel
- Concern regarding available community senior housing, specifically mobile-home housing

Mayor Pro Tem Hutson

- Still working with Red Cross and Village Concepts to meet continued needs of fire victims

DIRECTOR REPORTS

Chief Hernandez

- Alder Ridge – Met with King County DEM and small business administration – have point of contact for social services – Pierce County DEM was present, as well – working to expedite permitting – dealing with thefts, but has had success recovering many items
- Working on a rewrite of the Pierce County Emergency Management manual specific to Milton

- Milton officers responded to the deputy shooting event last night

MAYOR'S REPORT

- Looking to make an organizational change – will bring it forward on Feb 5
- Lease and contract with East Pierce Fire & Rescue have been fully executed – looking to move the Mayor's and Director's offices to the fire station building
- Working to schedule a Council retreat soon
- Leadership team has some changes – Director Garrison is no longer with the City – putting together a financial consultant contract for an interim time – Director Peretti has assumed leadership over the finance department. And City Clerk Bolam will be leaving in March.

ADJOURNMENT

The next meeting is on Monday, February 5, 2018.

The meeting was adjourned at 8:15 p.m.

Shanna Styron Sherrell, Mayor

ATTEST:

Katie Bolam, City Clerk

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2017

CONSENT AGENDA ITEM #

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
 February 5, 2018

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 |
| 12/31/2017 | 62860-62883 | 23,240.92 | 12/31/2017 | 62910 | 35,115.18 |
| 12/31/2017 | 62902-62909 | 24,665.32 | | | |
| Total Accounts Payable: | | \$ 47,906.24 | Total Payroll: | | \$ 35,115.18 |
| Voids - None | | | | | |
| Printer Error Checks - None | | | | | |

WE, THE UNDERSIGNED COUNCILMEMBERS OF THE CITY OF MILTON, WASHINGTON, DO HEREBY CERTIFY AND APPROVE THE PAYROLL AND CLAIM VOUCHERS FOR THE TOTAL AMOUNT OF:
\$ 83,021.42 Dated: **February 5, 2018**

| | |
|------------------------|------------------------|
| _____ COUNCILMEMBER | _____ COUNCILMEMBER |
| _____ COUNCILMEMBER | _____ COUNCILMEMBER |

CHECK REGISTER

City Of Milton
MCAG #: 0590

12/31/2017 To: 12/31/2017

Time: 10:27:26 Date: 02/01/2018
Page: 1

| Trans Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|--|----------|---|-----------------|--|
| 7795 | 12/31/2017 | Claims | 1 | 62860 A WORKSAFE SERVICE, INC. | 35.00 | Alcohol Test |
| | | 401 - 533 10 20 000 - Personnel Benefits | | | 18.00 | Alcohol Test |
| | | 403 - 534 10 20 000 - Personnel Benefits | | | 17.00 | Alcohol Test |
| 7796 | 12/31/2017 | Claims | 1 | 62861 ANIXTER INC | 650.61 | Electric Material |
| | | 401 - 533 50 31 000 - Operating Supplies | | | 650.61 | Copper Wire |
| 7797 | 12/31/2017 | Claims | 1 | E62862 JAMES R CARTER | 950.00 | Reimbursement |
| | | 406 - 531 30 49 002 - Misc/Trng, Registrations | | | 950.00 | Civil Engineer PE Review Course - Carter |
| 7798 | 12/31/2017 | Claims | 1 | 62863 CASCADE RECREATION, INC. | 237.38 | Park Material |
| | | 001 - 576 80 31 000 - Operating Supplies | | | 237.38 | Doggie Waste Bags |
| 7799 | 12/31/2017 | Claims | 1 | 62864 CHUCKALS | 377.31 | PW Supplies |
| | | 001 - 518 30 31 000 - Operating Supplies | | | 17.62 | Folders, Calculators, Tape, Moistener, Battery & Markers |
| | | 406 - 531 30 31 000 - Operating Supplies | | | 154.23 | Folders, Calculators, Tape, Moistener, Battery & Markers |
| | | 401 - 533 50 31 000 - Operating Supplies | | | 84.20 | Folders, Calculators, Tape, Moistener, Battery & Markers |
| | | 403 - 534 50 31 000 - Office and Operating Supplie | | | 68.09 | Folders, Calculators, Tape, Moistener, Battery & Markers |
| | | 101 - 542 30 31 000 - Office and Operating Supplie | | | 25.22 | Folders, Calculators, Tape, Moistener, Battery & Markers |
| | | 501 - 548 30 31 000 - Office & Operating Supplies | | | 10.33 | Folders, Calculators, Tape, Moistener, Battery & Markers |
| | | 001 - 576 80 31 000 - Operating Supplies | | | 17.62 | Folders, Calculators, Tape, Moistener, Battery & Markers |
| 7800 | 12/31/2017 | Claims | 1 | 62865 CODE PUBLISHING COMPANY | 1,026.43 | Code Update; Code Web Hosting |
| | | 001 - 511 30 41 000 - Offc'l Pub/Code Publishing | | | 456.63 | Code Update |
| | | 001 - 511 30 41 000 - Offc'l Pub/Code Publishing | | | 569.80 | Code Web Hosting |
| 7801 | 12/31/2017 | Claims | 1 | 62866 CORRECT EQUIPMENT | 146.17 | Water Material |
| | | 403 - 534 51 31 000 - Office Supplies | | | 146.17 | Repair Kit For Injector Pump |
| 7802 | 12/31/2017 | Claims | 1 | 62867 CRIMINAL JUSTICE TRAINING COMMISSION | 350.00 | Training |
| | | 107 - 521 40 49 002 - Misc/Trng, Registrations | | | 350.00 | On-Line First Level Training - Peterson |
| 7803 | 12/31/2017 | Claims | 1 | 62868 DATA BAR INCORPORATED | 3,456.22 | Print & Mailing |
| | | 406 - 531 10 49 003 - Misc/Outside Printing | | | 691.24 | Utility Billing Print & Mail |
| | | 401 - 533 10 49 003 - Misc/Outside Printing | | | 1,382.49 | Utility Billing Print & Mail |
| | | 403 - 534 10 49 003 - Misc/Outside Printing | | | 1,382.49 | Utility Billing Print & Mail |
| 7804 | 12/31/2017 | Claims | 1 | 62869 DKS ASSOCIATES | 2,162.50 | Consulting Services |
| | | 401 - 533 10 41 000 - Professional Services | | | 2,162.50 | Energy Efficiency Consulting |
| 7805 | 12/31/2017 | Claims | 1 | 62870 BETTY GARRISON | 19.58 | Reimbursement |
| | | 406 - 531 10 43 000 - Travel | | | 6.53 | Mileage Reimbursement |
| | | 401 - 533 10 43 000 - Travel | | | 6.53 | Mileage Reimbursement |
| | | 403 - 534 10 43 000 - Travel | | | 6.52 | Mileage Reimbursement |
| 7806 | 12/31/2017 | Claims | 1 | 62871 GRAY & OSBORNE INC | 8,751.16 | Engineering Service |
| | | 403 - 534 50 41 114 - Water Comp Plan Professione | | | 8,751.16 | Engineering Services |
| 7807 | 12/31/2017 | Claims | 1 | 62872 HONEY BUCKET | 162.40 | Monthly Rental |
| | | 001 - 576 80 45 000 - Operating Rentals and Lease | | | 162.40 | Monthly Rental |

CHECK REGISTER

City Of Milton
MCAG #: 0590

12/31/2017 To: 12/31/2017

Time: 10:27:26 Date: 02/01/2018
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| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|--|----------|--|
| 7808 | 12/31/2017 | Claims | 1 | 62873 | LONG PEST CONTROL INC. | 163.75 | Quarterly Rodent Control |
| | | | | | 001 - 518 30 41 000 - Professional Services | 163.75 | Quarterly Rodent Control |
| 7809 | 12/31/2017 | Claims | 1 | 62874 | MCCARTHY & CAUSSEAUX, PS | 650.51 | Hearing Examiner Services |
| | | | | | 001 - 558 60 41 000 - Professional Services | 650.51 | Hearing Examiner - Juniper |
| 7810 | 12/31/2017 | Claims | 1 | 62875 | MILES RESOURCES | 190.40 | Street Material |
| | | | | | 101 - 542 30 31 000 - Office and Operating Supplie | 190.40 | Cold Mix Material |
| 7811 | 12/31/2017 | Claims | 1 | 62876 | NAVIA BENEFIT SOLUTIONS | 1,489.76 | FSA Admin Fee; FSA Admin Fee; FSA Claims; FSA Claims; FSA Claims |
| | | | | | 001 - 517 30 49 000 - FSA Plan Fees | 50.00 | FSA Administrative Fee |
| | | | | | 001 - 517 30 49 000 - FSA Plan Fees | 50.00 | FSA Administrative Fee |
| | | | | | 631 - 589 90 00 002 - Discovery Benefits | 1,078.00 | FSA Claims |
| | | | | | 631 - 589 90 00 002 - Discovery Benefits | 100.76 | FSA Claims |
| | | | | | 631 - 589 90 00 002 - Discovery Benefits | 211.00 | FSA Claims |
| 7812 | 12/31/2017 | Claims | 1 | 62877 | NORTHSTAR CHEMICAL | 378.50 | Water Material |
| | | | | | 403 - 534 51 31 000 - Office Supplies | 378.50 | Chemicals |
| 7813 | 12/31/2017 | Claims | 1 | 62878 | PUBLIC SAFETY TESTING | 125.00 | Quarterly Subscription |
| | | | | | 107 - 521 20 41 000 - Professional Services | 125.00 | Subscription Fee - 4th Qtr |
| 7814 | 12/31/2017 | Claims | 1 | 62879 | CITY OF PUYALLUP | 500.00 | Police Material |
| | | | | | 107 - 521 20 35 000 - Small Tools and Equipment | 500.00 | Swat Police Cameras |
| 7815 | 12/31/2017 | Claims | 1 | 62880 | SUPPLYWORKS | 14.83 | Facility Material |
| | | | | | 001 - 518 30 31 000 - Operating Supplies | 14.83 | Hand Soap |
| 7816 | 12/31/2017 | Claims | 1 | 62881 | TACOMA SCREW PRODUCTS INC. | 134.51 | Mechanic Shop Supplies |
| | | | | | 501 - 548 30 31 000 - Office & Operating Supplies | 134.51 | Gloves, Dust Mask, Socket Set, Dust Pan & Broom |
| 7817 | 12/31/2017 | Claims | 1 | 62882 | WASHINGTON AUDIOLOGY SERVICES INC | 954.90 | Hearing Test |
| | | | | | 001 - 518 30 41 000 - Professional Services | 27.06 | Hearing Test - PW Shop |
| | | | | | 406 - 531 30 41 000 - Professional Services | 141.33 | Hearing Test - PW Shop |
| | | | | | 401 - 533 50 41 000 - Professional Services | 239.36 | Hearing Test - PW Shop |
| | | | | | 403 - 534 50 41 000 - Professional Services | 386.42 | Hearing Test - PW Shop |
| | | | | | 101 - 542 90 41 000 - Professional Services | 66.84 | Hearing Test - PW Shop |
| | | | | | 501 - 548 30 41 000 - Professional Services | 66.83 | Hearing Test - PW Shop |
| | | | | | 001 - 576 80 41 000 - Professional Services | 27.06 | Hearing Test - PW Shop |
| 7818 | 12/31/2017 | Claims | 1 | 62883 | WATER MANAGEMENT LABORATORIES | 314.00 | Water Testing |
| | | | | | 403 - 534 51 41 000 - Professional Services | 314.00 | Water Testing |
| 7819 | 12/31/2017 | Claims | 1 | 62902 | ASSOCIATION OF WASHINGTON CITIES | 45.00 | Training |
| | | | | | 001 - 511 60 49 002 - Misc/Trng,Registrations | 45.00 | Elected Officials Essentials - Hutson |
| 7820 | 12/31/2017 | Claims | 1 | 62903 | CORLISS RESOURCES, INC. | 115.40 | Park Material |
| | | | | | 001 - 576 80 31 000 - Operating Supplies | 115.40 | Ecology Blocks |
| 7821 | 12/31/2017 | Claims | 1 | 62904 | JET CHEVROLET INC. | 595.42 | Fleet Repair |
| | | | | | 501 - 548 30 48 000 - Repairs & Maintenance | 595.42 | #42 Idle Check Advise Warning & Oil Change |
| 7822 | 12/31/2017 | Claims | 1 | 62905 | KIMBALL MIDWEST | 910.21 | Fleet Material |

2018

CONSENT AGENDA ITEM #

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
 February 5, 2018

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 |
| 1/8/2018 | 62859 | 34,952.93 | 1/5/2018 | ACH | 100,081.70 |
| 1/26/2018 | 62916-62957 | 229,455.43 | 1/5/2018 | 62843-62844 | 2,961.38 |
| 1/26/2018 | 62958 | 900.00 | 1/5/2018 | 62845-62848 | 5,569.15 |
| 1/27/2018 | 62959 | 6,909.84 | 1/5/2018 | 62849-62858 | 143,907.57 |
| 1/29/2018 | 62960 | 217,485.00 | 1/18/2018 | 62884-62895 | 12,125.20 |
| 1/29/2018 | 62961-62970 | 37,126.28 | 1/19/2018 | ACH | 139,175.87 |
| 1/30/2018 | 62971-63011 | 120,662.14 | 1/19/2018 | 62896-62897 | 3,117.17 |
| 2/1/2018 | 63012-63022 | 260,783.34 | 1/19/2018 | 62898-62901 | 5,701.22 |
| 2/2/2018 | 63023-63035 | 144,302.56 | 1/19/2018 | 62911-62915 | 84,038.59 |
| 2/3/2018 | 63036-63040 | 6,774.52 | | | |
| Total Accounts Payable: | | \$ 1,059,352.04 | Total Payroll: | | \$ 496,677.85 |
| Voids - 61827, 62870, 62996, 63025 Printer Error Checks - None | | | | | |

WE, THE UNDERSIGNED COUNCILMEMBERS OF THE CITY OF MILTON, WASHINGTON, DO HEREBY CERTIFY AND APPROVE THE PAYROLL AND CLAIM VOUCHERS FOR THE TOTAL AMOUNT OF:
\$ 1,556,029.89 Dated: **February 5, 2018**

 COUNCILMEMBER

 COUNCILMEMBER

 COUNCILMEMBER

 COUNCILMEMBER

CHECK REGISTER

City Of Milton
MCAG #: 0590

01/02/2018 To: 02/04/2018

Time: 10:43:30 Date: 02/01/2018
Page: 1

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|------------|-------------------|---------------|----------|--------------|---|------------------|--|
| 181 | 01/08/2018 | Claims | 1 | 62859 | COLUMBIA FORD, INC. | 34,952.93 | Car Purchase |
| | | | | | 107 - 521 20 35 004 - Vehicle Purchase | 34,952.93 | #125 - 2017 Ford K8A Police Utility AWD Purchase |
| 459 | 01/26/2018 | Claims | 1 | 62916 | AMERICAN WATER WORKS ASSOCIATION | 345.00 | Annual Dues |
| | | | | | 403 - 534 50 49 001 - Misc/Dues & Memberships | 345.00 | 2018 Annual Dues |
| 460 | 01/26/2018 | Claims | 1 | 62917 | DOROTHY AMREIN | 12.25 | 000022 - 2402 8TH AVE |
| | | | | | 403 - 359 90 00 000 - Penalties | -12.25 | |
| 461 | 01/26/2018 | Claims | 1 | 62918 | AMERICAN PUBLIC WORKS ASS APWA | 313.00 | Annual Dues |
| | | | | | 406 - 531 10 49 001 - Misc/Dues & Memberships | 78.25 | 2018 Annual Dues - Baker, Carter, Howlett, Peretti |
| | | | | | 401 - 533 10 49 001 - Misc/Dues & Memberships | 78.25 | 2018 Annual Dues - Baker, Carter, Howlett, Peretti |
| | | | | | 403 - 534 10 49 001 - Misc/Dues & Memberships | 78.25 | 2018 Annual Dues - Baker, Carter, Howlett, Peretti |
| | | | | | 101 - 542 30 49 000 - Misc/Other Exp | 78.25 | 2018 Annual Dues - Baker, Carter, Howlett, Peretti |
| 462 | 01/26/2018 | Claims | 1 | 62919 | ASSOCIATION OF WASHINGTON CITIES | 8,400.15 | Workers Comp Retro Program |
| | | | | | 001 - 517 60 49 001 - Misc Exp - Dues & Members | 3,947.16 | 2018 Retro Pool Member Premiums |
| | | | | | 406 - 531 10 49 001 - Misc/Dues & Memberships | 1,012.99 | 2018 Retro Pool Member Premiums |
| | | | | | 401 - 533 10 49 001 - Misc/Dues & Memberships | 2,125.00 | 2018 Retro Pool Member Premiums |
| | | | | | 403 - 534 10 49 001 - Misc/Dues & Memberships | 1,315.00 | 2018 Retro Pool Member Premiums |
| 463 | 01/26/2018 | Claims | 1 | 62920 | ASSOCIATION OF WASHINGTON CITIES | 5,128.00 | 2018 Annual Membership |
| | | | | | 001 - 518 50 49 001 - Misc/Dues & Memberships | 1,282.00 | Annual Membership Fees |
| | | | | | 406 - 531 10 49 001 - Misc/Dues & Memberships | 1,282.00 | Annual Membership Fees |
| | | | | | 401 - 533 10 49 001 - Misc/Dues & Memberships | 1,282.00 | Annual Membership Fees |
| | | | | | 403 - 534 10 49 001 - Misc/Dues & Memberships | 1,282.00 | Annual Membership Fees |
| 464 | 01/26/2018 | Claims | 1 | 62921 | AWC DRUG & ALCOHOL TESTING | 1,111.00 | Annual Membership |
| | | | | | 406 - 531 10 20 000 - Personnel Benefits | 255.00 | AWC Drug And Alcohol Consortium 2018 Annual Membership |
| | | | | | 401 - 533 10 20 000 - Personnel Benefits | 306.00 | AWC Drug And Alcohol Consortium 2018 Annual Membership |
| | | | | | 403 - 534 10 20 000 - Personnel Benefits | 550.00 | AWC Drug And Alcohol Consortium 2018 Annual Membership |
| 465 | 01/26/2018 | Claims | 1 | 62922 | BIAS SOFTWARE | 13,624.80 | Payment 5 Of 5 Installment Purchase |
| | | | | | 001 - 514 20 41 000 - Professional Services | 4,786.90 | Payment #5 Of Original Purchase |
| | | | | | 406 - 531 10 41 000 - Professional Services | 2,599.44 | Payment #5 Of Original Purchase |
| | | | | | 401 - 533 10 41 000 - Professional Services | 3,072.93 | Payment #5 Of Original Purchase |
| | | | | | 403 - 534 10 41 000 - Professional Services | 3,165.53 | Payment #5 Of Original Purchase |
| 466 | 01/26/2018 | Claims | 1 | 62923 | BIAS SOFTWARE | 12,636.99 | Annual License And Support Agreement |
| | | | | | 001 - 514 20 41 000 - Professional Services | 1,426.81 | 2018 Annual Support And License |
| | | | | | 107 - 521 20 41 000 - Professional Services | 1,027.22 | 2018 Annual Support And License |
| | | | | | 406 - 531 10 41 000 - Professional Services | 3,022.78 | 2018 Annual Support And License |
| | | | | | 401 - 533 10 41 000 - Professional Services | 3,520.00 | 2018 Annual Support And License |
| | | | | | 403 - 534 10 41 000 - Professional Services | 3,640.18 | 2018 Annual Support And License |
| 467 | 01/26/2018 | Claims | 1 | 62924 | BIG JOHN'S TROPIES INC | 13.57 | Name Plate Engraving |

CHECK REGISTER

City Of Milton
MCAG #: 0590

01/02/2018 To: 02/04/2018

Time: 10:43:30 Date: 02/01/2018
Page: 2

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|------------|-------------------|---------------|---------------------|--------------|---|------------------|---|
| | | | 001 - 511 60 31 000 | | Operating Supplies | 13.57 | Name Plate And Engraving |
| 468 | 01/26/2018 | Claims | 1 | 62925 | BITCO SOFTWARE LLC | 16,485.00 | Annual Subscription |
| | | | 406 - 531 10 41 001 | | Professional Services - IT | 2,735.00 | Permit Trax Annual Subscription |
| | | | 401 - 533 10 41 001 | | Professional Services - IT | 2,735.00 | Permit Trax Annual Subscription |
| | | | 403 - 534 10 41 001 | | Professional Services - IT | 2,735.00 | Permit Trax Annual Subscription |
| | | | 101 - 542 30 41 001 | | Professional Services - IT | 2,735.00 | Permit Trax Annual Subscription |
| | | | 001 - 558 50 41 001 | | Professional Services - IT | 2,772.50 | Permit Trax Annual Subscription |
| | | | 001 - 558 60 41 001 | | Professional Services - IT | 2,772.50 | Permit Trax Annual Subscription |
| 469 | 01/26/2018 | Claims | 1 | 62926 | GERON & JENNIFER BROWN | 33.85 | 004129 - 710 27TH AVE |
| | | | 406 - 343 10 00 000 | | Storm Drainage Fees | -15.03 | |
| | | | 401 - 343 30 00 000 | | Electric Sales | -4.12 | |
| | | | 403 - 343 40 10 000 | | Water Sales | -14.70 | |
| 470 | 01/26/2018 | Claims | 1 | 62927 | CARTEGRAPH SYSTEMS INC | 24,159.75 | Annual Subscription |
| | | | 503 - 518 80 49 004 | | Software Licenses/Subscriptio | 12,159.75 | 2018 Subscription |
| | | | 401 - 533 50 41 001 | | Professional Services - IT | 4,000.00 | 2018 Subscription |
| | | | 401 - 533 50 41 001 | | Professional Services - IT | 4,000.00 | 2018 Subscription |
| | | | 403 - 534 50 41 001 | | Professional Services - IT | 4,000.00 | 2018 Subscription |
| 471 | 01/26/2018 | Claims | 1 | 62928 | COBALT STORAGE | 199.00 | Archive Storage |
| | | | 001 - 518 50 45 000 | | Operating Leases | 199.00 | Archive Storage |
| 472 | 01/26/2018 | Claims | 1 | 62929 | CORE & MAIN | 218.90 | Shop Equipment |
| | | | 406 - 531 30 35 000 | | Small Tools and Equipment | 72.99 | Concrete Saw Blade |
| | | | 403 - 534 50 35 000 | | Small Tools and Equipment | 72.99 | Concrete Saw Blade |
| | | | 101 - 542 30 35 000 | | Small Tools and Equipment | 72.92 | Concrete Saw Blade |
| 473 | 01/26/2018 | Claims | 1 | 62930 | RANDA DANIELSON | 350.00 | Facility Rental Deposit Refund |
| | | | 001 - 589 10 00 000 | | Refund Facility Deposit | 350.00 | Facility Rental Deposit Refund |
| 474 | 01/26/2018 | Claims | 1 | 62931 | DIAMOND SERVICES | 650.00 | Police Vehicle Supplies |
| | | | 107 - 521 20 48 001 | | Vehicle Repairs and Mainten: | 650.00 | #119 & #120 Unity Spot Lamps |
| 475 | 01/26/2018 | Claims | 1 | 62932 | EVERGREEN RURAL WATER OF WASH. | 700.00 | Annual Dues |
| | | | 403 - 534 50 49 001 | | Misc/Dues & Memberships | 700.00 | 2018 Dues |
| 476 | 01/26/2018 | Claims | 1 | 62933 | FERGUSON ENTERPRISES, INC. #1539 | 20,606.25 | Annual Subscription |
| | | | 503 - 518 80 49 004 | | Software Licenses/Subscriptio | 20,606.25 | Annual Subscription |
| 477 | 01/26/2018 | Claims | 1 | 62934 | FIRE PROTECTION, INC | 512.46 | Annual Monitoring Fee |
| | | | 001 - 518 30 41 000 | | Professional Services | 512.46 | 2018 Annual Monitoring Fee |
| 478 | 01/26/2018 | Claims | 1 | 62935 | ICMARC | 250.00 | Quarterly Plan Fee |
| | | | 401 - 533 10 41 000 | | Professional Services | 250.00 | 1st Qtr 2018 Plan Fee |
| 479 | 01/26/2018 | Claims | 1 | 62936 | KORUM AUTOMOTIVE GROUP | 2,139.16 | Vehicle Maintenance And Repair; Vehicle Repairs; Vehicle Maintenance |
| | | | 107 - 521 20 48 001 | | Vehicle Repairs and Mainten: | 900.23 | #140 Brake Pads, Battery, 15K Mile Service |
| | | | 107 - 521 20 48 001 | | Vehicle Repairs and Mainten: | 799.18 | #514 Brakes, Oil, Cooling System |
| | | | 107 - 521 20 48 001 | | Vehicle Repairs and Mainten: | 439.75 | #083 30K Mile Service |
| 480 | 01/26/2018 | Claims | 1 | 62937 | KPG INC. | 1,879.67 | Engineering Services |
| | | | 407 - 594 31 63 112 | | Taylor St Pipe Installation (D | 1,879.67 | Engineering Services |
| 481 | 01/26/2018 | Claims | 1 | 62938 | LARSEN SIGN CO. INC | 434.11 | Vehicle Lettering And Logos |

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|------------|-------------------|---------------|-----------------------|--------------|---|------------------|---|
| | | | 107 - 521 20 35 004 - | | Vehicle Purchase | 434.11 | #125 Vehicle Lettering & Logos |
| 482 | 01/26/2018 | Claims | 1 | 62939 | LOCKE SYSTEMS INC | 8,271.27 | IT Services |
| | | | 503 - 518 80 41 001 - | | Professional Services - IT | 8,271.27 | IT Services - Dec 2017 |
| 483 | 01/26/2018 | Claims | 1 | 62940 | CITY OF MILTON | 41,145.47 | Utility Tax |
| | | | 406 - 531 10 44 001 - | | Utility Taxes | 7,150.21 | Utility Tax |
| | | | 401 - 533 10 44 001 - | | Utility Tax | 19,994.61 | Utility Tax |
| | | | 403 - 534 10 44 001 - | | Utility Tax | 14,000.65 | Utility Tax |
| 484 | 01/26/2018 | Claims | 1 | 62941 | NAVIA BENEFIT SOLUTIONS | 41.73 | FSA Claims |
| | | | 631 - 589 90 00 002 - | | Discovery Benefits | 41.73 | FSA Claims |
| 485 | 01/26/2018 | Claims | 1 | 62942 | NEWS TRIBUNE, THE | 144.63 | Legal Notice Advertising |
| | | | 001 - 511 60 41 002 - | | Advertising | 47.71 | Meeting 1/8 |
| | | | 001 - 511 60 41 002 - | | Advertising | 37.74 | Meeting Cancellation |
| | | | 001 - 511 60 41 002 - | | Advertising | 59.18 | Meeting 1/16 |
| 486 | 01/26/2018 | Claims | 1 | 62943 | NOFFKE'S TOWING SERVICE | 259.64 | Towing |
| | | | 107 - 521 20 41 000 - | | Professional Services | 259.64 | Towing |
| 487 | 01/26/2018 | Claims | 1 | 62944 | PALADIN DATA SYSTEMS CORPORATION | 949.54 | Annual Subscription |
| | | | 107 - 521 20 41 001 - | | Professional Services - IT | 949.54 | Smartgov Annual Subscription |
| 488 | 01/26/2018 | Claims | 1 | 62945 | PIERCE CO BUDGET & FINANCE | 8,913.00 | General Election Fees |
| | | | 001 - 514 40 51 000 - | | Election And Voter Costs | 8,913.00 | 2017 General Election Fees |
| 489 | 01/26/2018 | Claims | 1 | 62946 | PNWS-AWWA | 250.00 | Annual Dues |
| | | | 403 - 534 50 49 001 - | | Misc/Dues & Memberships | 250.00 | 2018 Annual Dues |
| 490 | 01/26/2018 | Claims | 1 | 62947 | ROBINSON AND NOBLE, INC. | 379.75 | Consulting Services |
| | | | 404 - 594 34 63 100 - | | Well #10 Design Project | 379.75 | Consulting Services |
| 491 | 01/26/2018 | Claims | 1 | 62948 | NANCY SHATTUCK | 187.50 | DM Victim Advocacy |
| | | | 001 - 512 50 41 000 - | | Professional Services | 187.50 | DM Victim Advocacy |
| 492 | 01/26/2018 | Claims | 1 | 62949 | SOUND CITIES ASSOCIATION | 760.00 | 2018 Dues |
| | | | 001 - 513 10 49 001 - | | Misc/Dues & Memberships | 760.00 | 2018 Dues |
| 493 | 01/26/2018 | Claims | 1 | 62950 | SOUTH SOUND 911 | 47,272.50 | Quarterly Communication Services |
| | | | 107 - 528 00 51 000 - | | Intergov't Svcs-Dispatch | 47,272.50 | Quarterly Communication Services |
| 494 | 01/26/2018 | Claims | 1 | 62951 | STATE AUDITOR'S OFFICE | 858.64 | Auditor Services |
| | | | 001 - 514 20 51 000 - | | Prof Services-State Auditor | 858.64 | State Audit Fees |
| 495 | 01/26/2018 | Claims | 1 | 62952 | TACOMA PIERCE CO., HEALTH DEPT. | 570.00 | Permit Renewal |
| | | | 001 - 569 00 49 000 - | | Misc/Other Exp - | 570.00 | Permit Renewal |
| 496 | 01/26/2018 | Claims | 1 | 62953 | UNIFIRST CORPORATION | 1,261.95 | Uniforms; Uniforms; Uniforms; Uniforms; Uniforms |
| | | | 001 - 518 30 20 002 - | | Uniforms | 10.77 | Uniforms |
| | | | 001 - 518 30 20 002 - | | Uniforms | 10.93 | Uniforms |
| | | | 406 - 531 30 20 002 - | | Uniforms | 59.06 | Uniforms |
| | | | 406 - 531 30 20 002 - | | Uniforms | 59.98 | Uniforms |
| | | | 401 - 533 50 20 002 - | | Uniforms | 117.11 | Uniforms |
| | | | 401 - 533 50 20 002 - | | Uniforms | 99.90 | Uniforms |

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|------------|-------------------|-----------------------|----------|--|-----------------|---|
| | | 401 - 533 50 20 002 - | | Uniforms | 507.59 | Uniforms |
| | | 401 - 533 50 20 002 - | | Uniforms | 27.48 | Uniforms |
| | | 401 - 533 50 20 002 - | | Uniforms | 27.91 | Uniforms |
| | | 403 - 534 50 20 002 - | | Uniforms | 117.51 | Uniforms |
| | | 403 - 534 50 20 002 - | | Uniforms | 119.34 | Uniforms |
| | | 101 - 542 30 20 002 - | | Uniforms | 20.51 | Uniforms |
| | | 101 - 542 30 20 002 - | | Uniforms | 20.83 | Uniforms |
| | | 501 - 548 30 20 002 - | | Uniforms | 20.50 | Uniforms |
| | | 501 - 548 30 20 002 - | | Uniforms | 20.83 | Uniforms |
| | | 001 - 576 80 20 002 - | | Uniforms | 10.77 | Uniforms |
| | | 001 - 576 80 20 002 - | | Uniforms | 10.93 | Uniforms |
| 497 | 01/26/2018 | Claims | 1 | 62954 UTILITIES UNDERGROUND LOC CENT | 38.50 | Monthly Locates |
| | | | | 401 - 533 50 41 000 - Professional Services | 19.25 | Monthly Locates |
| | | | | 403 - 534 50 41 000 - Professional Services | 19.25 | Monthly Locates |
| 498 | 01/26/2018 | Claims | 1 | 62955 WA STATE BAR ASSOCIATION | 479.00 | 2018 License |
| | | | | 001 - 515 30 49 001 - Misc/Dues & Memberships | 479.00 | 2018 Licensing - Cameron |
| 499 | 01/26/2018 | Claims | 1 | 62956 WEST COAST CODE CONSULTANTS | 7,309.58 | Plan Reviews |
| | | | | 001 - 558 50 41 000 - Professional Services | 7,309.58 | Contract Plan Reviews |
| 500 | 01/26/2018 | Claims | 1 | 62957 PETER ZAHN | 159.82 | 000299 - 1605 19TH AVE CT |
| | | | | 406 - 343 10 00 000 - Storm Drainage Fees | -70.95 | |
| | | | | 401 - 343 30 00 000 - Electric Sales | -19.45 | |
| | | | | 403 - 343 40 10 000 - Water Sales | -69.42 | |
| 512 | 01/26/2018 | Claims | 1 | 62958 BIAS SOFTWARE | 900.00 | Conference; Conference |
| | | | | 001 - 514 20 49 002 - Misc/Trng, Registrations | 75.00 | Bias Conference - Mayer |
| | | | | 503 - 518 80 49 002 - Misc/Training Registrations | 10.00 | Bias Conference - Mayer |
| | | | | 107 - 521 40 49 002 - Misc/Trng, Registrations | 75.00 | Bias Conference - Mayer |
| | | | | 406 - 531 10 49 002 - Misc/Trng, Registrations | 100.00 | Bias Conference - Mayer |
| | | | | 406 - 531 10 49 002 - Misc/Trng, Registrations | 120.00 | Bias Conference - Mercer |
| | | | | 401 - 533 10 49 002 - Misc/Trng, Registrations | 120.00 | Bias Conference - Mayer |
| | | | | 401 - 533 10 49 002 - Misc/Trng, Registrations | 140.00 | Bias Conference - Mercer |
| | | | | 403 - 534 10 49 002 - Misc/Trng, Registrations | 120.00 | Bias Conference - Mayer |
| | | | | 403 - 534 10 49 002 - Misc/Trng, Registrations | 140.00 | Bias Conference - Mercer |
| 532 | 01/27/2018 | Claims | 1 | E62959 US BANK PROCUREMENT CARD | 6,909.84 | |
| | | | | 001 - 511 60 43 000 - Travel | 35.00 | Chamber Breakfast - Whitaker |
| | | | | 001 - 511 60 43 000 - Travel | 25.00 | FME Chamber Lunch - Mayor Sherrell |
| | | | | 001 - 511 60 49 002 - Misc/Trng, Registrations | 240.00 | AWC City Action Days - Hutson, Tompkins & Whitaker |
| | | | | 001 - 513 10 35 000 - Small Tools & Equipment | 222.22 | Mayor Desk & Chair |
| | | | | 001 - 513 10 43 000 - Travel | 17.05 | Working Lunch Finance Transistion - Mayor Perry |
| | | | | 001 - 513 10 43 000 - Travel | 21.43 | PCCTA Mtg - Mayor Perry |
| | | | | 001 - 514 20 31 000 - Office and Operating Supplie | 38.26 | 1099 Misc & 1096 Forms |
| | | | | 001 - 514 20 31 000 - Office and Operating Supplie | 48.60 | W-2 & W-3 Forms |
| | | | | 001 - 514 20 35 000 - Small Tools and Equipment | 111.11 | Mayor Desk & Chair |
| | | | | 001 - 514 20 43 000 - Travel | 2.77 | PCCFOA Mtg - Garrison |
| | | | | 001 - 514 20 43 000 - Travel | 17.05 | Working Lunch Finance Transistion - Garrison |
| | | | | 001 - 517 90 31 000 - Supplies - Employee Wellnes | 225.00 | Wellness Grant - Gift Cards |
| | | | | 001 - 518 30 20 002 - Uniforms | 15.00 | Boot Allowance - Russell |

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|------------|------|---------------------|-------|--------------------------------|---------|--|
| | | 001 - 518 30 31 000 | | - Operating Supplies | 25.53 | Litter To Dry Old Paint In Containers |
| | | 001 - 518 30 31 000 | | - Operating Supplies | 13.81 | Bolt Anchors & Light Bulbs |
| | | 001 - 518 30 31 000 | | - Operating Supplies | 51.05 | Littler To Dry Old Paint In Containers |
| | | 001 - 518 30 31 000 | | - Operating Supplies | 24.32 | Chair Tips |
| | | 001 - 518 30 35 000 | | - Small Tools and Equipment | 142.86 | Vacuum Cleaner - Finance Office |
| | | 503 - 518 80 36 002 | | - Equipment - IT | 99.96 | Surface Power Supply Adapters |
| | | 503 - 518 80 43 000 | | - Travel | 0.40 | PCCFOA Mtg - Garrison |
| | | 107 - 521 20 31 000 | | - Office and Operating Supplie | 13.83 | Evidence Room - Wire Ties |
| | | 107 - 521 20 31 000 | | - Office and Operating Supplie | 19.98 | Thumbnail Images |
| | | 107 - 521 20 31 000 | | - Office and Operating Supplie | 144.44 | Chair & Monitor |
| | | 107 - 521 20 31 000 | | - Office and Operating Supplie | 18.18 | Keyboard Tray |
| | | 107 - 521 20 32 000 | | - Fuel | 238.65 | Fuel |
| | | 107 - 521 20 32 000 | | - Fuel | 249.09 | Fuel |
| | | 107 - 521 20 32 000 | | - Fuel | 104.04 | Fuel |
| | | 107 - 521 20 35 000 | | - Small Tools and Equipment | 74.07 | Mayor Desk & Chair |
| | | 107 - 521 20 35 000 | | - Small Tools and Equipment | 49.43 | Battery Charger |
| | | 107 - 521 20 41 000 | | - Professional Services | 19.95 | Monthly Mobilelock |
| | | 107 - 521 20 41 000 | | - Professional Services | 29.30 | Investigative Services |
| | | 107 - 521 20 42 000 | | - Communication | 3.00 | Postage |
| | | 107 - 521 20 43 000 | | - Travel | -150.26 | Delta Airline Refund Flight - Johnson & Byerley |
| | | 107 - 521 20 43 000 | | - Travel | 2.97 | PCCFOA Mtg - Garrison |
| | | 107 - 521 20 48 001 | | - Vehicle Repairs and Mainten: | 10.00 | Car Wash |
| | | 406 - 531 10 31 000 | | - Office and Operating Supplie | 31.95 | PE Stamp - Carter |
| | | 406 - 531 10 32 000 | | - Fuel | 44.00 | Fuel |
| | | 406 - 531 10 35 000 | | - Small Tools and Minor Equip | 74.07 | Mayor Desk & Chair |
| | | 406 - 531 10 43 000 | | - Travel | 3.96 | PCCFOA Mtg - Garrison |
| | | 406 - 531 10 49 002 | | - Misc/Trng, Registrations | 120.00 | AWC City Action Days - Hutson, Tompkins & Whitaker |
| | | 406 - 531 30 20 002 | | - Uniforms | 150.00 | Boot Allowance - Russell |
| | | 406 - 531 30 31 000 | | - Operating Supplies | 8.24 | Building Keys |
| | | 406 - 531 30 32 000 | | - Fuel | 39.01 | Fuel |
| | | 406 - 531 30 41 000 | | - Professional Services | 215.82 | #39 Color Match Paint |
| | | 401 - 533 10 35 000 | | - Small Tools and Equipment | 74.07 | Mayor Desk & Chair |
| | | 401 - 533 10 43 000 | | - Travel | 4.75 | PCCFOA Mtg - Garrison |
| | | 401 - 533 10 49 002 | | - Misc/Trng, Registrations | 120.00 | AWC City Action Days - Hutson, Tompkins & Whitaker |
| | | 401 - 533 50 43 000 | | - Travel | 343.60 | Lodging Foreman Training - Lee |
| | | 401 - 533 50 43 000 | | - Travel | 343.60 | Lodging Double Charge To Be Reversed |
| | | 401 - 533 50 43 000 | | - Travel | -343.60 | Reversed Lodging Double Charge |
| | | 401 - 533 50 43 000 | | - Travel | 18.66 | Meal Allowance On Call Out - Lee |
| | | 401 - 533 50 43 000 | | - Travel | 26.02 | Meal Allowance For Call Out - Zumach |
| | | 403 - 534 10 35 000 | | - Small Tools and Equipment | 74.07 | Mayor Desk & Chair |
| | | 403 - 534 10 43 000 | | - Travel | 4.75 | PCCFOA Mtg - Garrison |
| | | 403 - 534 10 49 002 | | - Misc/Trng, Registrations | 120.00 | AWC City Action Days - Hutson, Tompkins & Whitaker |
| | | 403 - 534 50 42 000 | | - Communication | 3.84 | Postage |
| | | 403 - 534 50 43 000 | | - Travel | 309.24 | Lodging Foreman Training - Sloan |
| | | 403 - 534 50 43 000 | | - Travel | 14.31 | Meal Allowance For Call Out - Magana |
| | | 403 - 534 50 43 000 | | - Travel | 25.12 | Meal Allowance Call Out - Russell |
| | | 403 - 534 50 43 000 | | - Travel | 18.55 | Meal Allowance Call Out - Russell |
| | | 403 - 534 50 43 000 | | - Travel | 12.63 | Meal Allowance For Call Out - Sloan |
| | | 403 - 534 50 43 000 | | - Travel | 206.41 | Lodging Traffic Supervisor Training - Sloan |
| | | 403 - 534 50 49 002 | | - Misc/Trng, Registrations | 79.00 | Water Distribution Specialist Exam - Magana |
| | | 403 - 534 50 49 002 | | - Misc/Trng, Registrations | 680.00 | NWPPA Foreman Leadership - Barnhart |

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| | | 403 - 534 51 31 000 | | - Operating Supplies | 54.94 | Bailing Pump For Water Meter Boxes |
| | | 403 - 534 51 35 000 | | - Small Tools and Equipment | 125.35 | Wrench & Heater |
| | | 403 - 534 51 43 000 | | - Travel | 15.25 | Overtime Meal - Baker |
| | | 101 - 542 30 20 002 | | - Uniforms | 20.00 | Boot Allowance - Russell |
| | | 101 - 542 30 31 000 | | - Office and Operating Supplie | 81.68 | WSDOT Specification Books |
| | | 101 - 542 30 31 000 | | - Office and Operating Supplie | 98.91 | #56 Bedliner |
| | | 101 - 542 30 31 000 | | - Office and Operating Supplie | 395.64 | #56 Bedliner |
| | | 101 - 542 30 41 000 | | - Professional Services | 35.97 | #39 Color Match Paint |
| | | 101 - 542 30 43 000 | | - Travel | 34.36 | Lodging Foreman Training - Sloan |
| | | 101 - 542 30 43 000 | | - Travel | 30.90 | Overtime Meals - Baker & Miller |
| | | 101 - 542 30 43 000 | | - Travel | 206.42 | Lodging Traffic Supervisor Training - Sloan |
| | | 501 - 548 30 31 000 | | - Office & Operating Supplies | 8.79 | #13 Spare Key |
| | | 501 - 548 30 43 000 | | - Travel | 0.20 | PCCFOA Mtg - Garrison |
| | | 001 - 558 50 42 000 | | - Communications | 21.59 | Postage |
| | | 001 - 558 50 49 002 | | - Misc/Trng, Registrations | 20.00 | WABO Committee Mtg - Herron |
| | | 001 - 558 60 35 000 | | - Small Tools and Equipment | 111.11 | Mayor Desk & Chair |
| | | 001 - 558 60 42 000 | | - Communication | 7.29 | Certified Mail |
| | | 001 - 558 60 42 000 | | - Communication | 7.50 | Certified Mail |
| | | 116 - 573 93 31 000 | | - Tree Lighting - Supplies | 29.00 | Candy Canes For Santa Run |
| | | 116 - 573 93 31 000 | | - Tree Lighting - Supplies | 73.56 | Storage Containers For Christmas Supplies |
| | | 001 - 575 50 31 000 | | - Supplies - | 119.90 | Artificial Christmas Trees |
| | | 001 - 575 50 49 000 | | - Misc/Other Exp - | 24.17 | Events Committee Pizza |
| | | 001 - 576 80 20 002 | | - Uniforms | 15.00 | Boot Allowance - Russell |
| | | 001 - 576 80 31 000 | | - Operating Supplies | 25.52 | Litter To Dry Old Paint In Containers |
| | | 001 - 576 80 31 000 | | - Operating Supplies | 13.80 | Bolt Anchors & Light Bulbs |
| | | 001 - 576 80 31 000 | | - Operating Supplies | 90.03 | Littler To Dry Old Paint In Containers |
| | | 001 - 576 80 41 000 | | - Professional Services | 107.91 | #39 Color Match Paint |
| | | 631 - 589 90 00 004 | | - Credit Card Fraud Issues | 109.89 | Disputed Charge Best Buy |
| 533 | 01/29/2018 | Claims | 1 | 62960 WCIA | 217,485.00 | 2018 Annual Insurance |
| | | 503 - 518 80 46 000 | | - Insurance | 1,417.57 | 2018 Annual Insurance |
| | | 001 - 519 00 46 000 | | - Insurance - Risk Managemen | 39,003.83 | 2018 Annual Insurance |
| | | 107 - 521 20 46 000 | | - Insurance | 66,829.82 | 2018 Annual Insurance |
| | | 406 - 531 10 46 000 | | - Insurance | 15,264.97 | 2018 Annual Insurance |
| | | 401 - 533 10 46 000 | | - Insurance | 36,896.17 | 2018 Annual Insurance |
| | | 403 - 534 10 46 000 | | - Insurance | 42,443.35 | 2018 Annual Insurance |
| | | 101 - 542 90 46 000 | | - Insurance | 11,399.15 | 2018 Annual Insurance |
| | | 501 - 548 30 46 000 | | - Insurance | 4,230.14 | 2018 Annual Insurance |
| 534 | 01/29/2018 | Claims | 1 | E62961 SANDRA L. ALLEN | 4,000.00 | Judge Services |
| | | 001 - 512 50 41 000 | | - Professional Services | 4,000.00 | Monthly Judge Services - Jan 2018 |
| 535 | 01/29/2018 | Claims | 1 | E62962 CHASE PAYMENTECH | 4,445.26 | Credit Card Processing |
| | | 406 - 531 10 41 000 | | - Professional Services | 889.05 | Bank Fees |
| | | 401 - 533 10 41 000 | | - Professional Services | 1,778.10 | Bank Fees |
| | | 403 - 534 10 41 000 | | - Professional Services | 1,778.11 | Bank Fees |
| 536 | 01/29/2018 | Claims | 1 | E62963 CIT TECHNOLOGY (QDS) | 730.30 | Copier Lease; Copier Lease |
| | | 001 - 513 10 45 000 | | - Operating Rentals and Lease: | 49.35 | Copier Lease City Hall & PW Admin |
| | | 001 - 514 20 45 000 | | - Operating Rentals and Lease: | 24.67 | Copier Lease City Hall & PW Admin |
| | | 001 - 518 30 45 000 | | - Operating Rentals and Lease: | 4.93 | Copier Lease City Hall & PW Admin |
| | | 107 - 521 20 45 000 | | - Operating Rentals and Lease: | 236.84 | Copier Lease PD |
| | | 406 - 531 10 45 000 | | - Operating Rentals and Lease: | 68.10 | Copier Lease City Hall & PW Admin |
| | | 401 - 533 10 45 000 | | - Operating Rentals and Lease: | 149.52 | Copier Lease City Hall & PW Admin |
| | | 403 - 534 10 45 000 | | - Operating Rentals and Lease: | 144.58 | Copier Lease City Hall & PW Admin |
| | | 101 - 542 30 45 000 | | - Operating Rentals and Lease: | 10.36 | Copier Lease City Hall & PW Admin |
| | | 501 - 548 30 45 000 | | - Operating Rentals & Leases | 12.34 | Copier Lease City Hall & PW Admin |
| | | 001 - 558 50 45 000 | | - Operating Rentals and Lease: | 12.34 | Copier Lease City Hall & PW Admin |

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| | | 001 - 558 60 45 000 - | | Operating Rentals and Lease: | 12.34 | Copier Lease City Hall & PW Admin |
| | | 001 - 576 80 45 000 - | | Operating Rentals and Lease: | 4.93 | Copier Lease City Hall & PW Admin |
| 537 | 01/29/2018 | Claims | 1 | E62964 COLUMBIA BANK | 374.20 | Service Charges |
| | | 001 - 512 50 41 000 - | | Professional Services | 24.40 | Service Charges |
| | | 001 - 514 20 41 000 - | | Professional Services | 106.38 | Service Charges |
| | | 406 - 531 10 41 000 - | | Professional Services | 48.68 | Service Charges |
| | | 401 - 533 10 41 000 - | | Professional Services | 97.37 | Service Charges |
| | | 403 - 534 10 41 000 - | | Professional Services | 97.37 | Service Charges |
| 538 | 01/29/2018 | Claims | 1 | E62965 MERCHANT CARD SVCS | 102.72 | Merchant Fees Court; Merchant Fees Court |
| | | 001 - 512 50 41 000 - | | Professional Services | 24.59 | Court Credit Card Fees |
| | | 001 - 512 50 41 000 - | | Professional Services | 78.13 | Court Credit Card Fees |
| 539 | 01/29/2018 | Claims | 1 | E62966 PIERCE COUNTY SEWER | 214.71 | Sewer; Sewer; Sewer; Sewer; Sewer |
| | | 001 - 518 30 47 000 - | | Public Utility Service | 44.90 | Sewer |
| | | 107 - 521 20 47 000 - | | Utilities | 35.16 | Sewer |
| | | 401 - 533 50 47 000 - | | Public Utility Services | 43.57 | Sewer |
| | | 001 - 569 00 47 000 - | | Public Utilities-SC | 35.16 | Sewer |
| | | 001 - 575 50 47 000 - | | Public Utilities Services | 19.49 | Sewer |
| | | 001 - 576 80 47 000 - | | Public Utility Service | 36.43 | Sewer |
| 540 | 01/29/2018 | Claims | 1 | E62967 SHELL FLEET PLUS | 4,437.64 | Fuel |
| | | 001 - 518 30 32 000 - | | Operating Supplies/Fuel | 9.47 | Fuel |
| | | 107 - 521 20 32 000 - | | Fuel | 1,946.44 | Fuel |
| | | 406 - 531 30 32 000 - | | Fuel | 553.96 | Fuel |
| | | 401 - 533 50 32 000 - | | Fuel | 836.10 | Fuel |
| | | 403 - 534 50 32 000 - | | Fuel | 860.75 | Fuel |
| | | 101 - 542 30 32 000 - | | Operating Supplies/Fuel | 145.23 | Fuel |
| | | 001 - 576 80 32 000 - | | Fuel | 85.69 | Fuel |
| 541 | 01/29/2018 | Claims | 1 | E62968 US BANK | 66.86 | Copier Lease |
| | | | | ACCOUNTABILITIES | | |
| | | 001 - 515 30 48 000 - | | Repairs And Maintenance | 66.86 | Copier Lease |
| 542 | 01/29/2018 | Claims | 1 | E62969 WA DEPT OF REVENUE | 21,960.59 | Excise Tax |
| | | 503 - 518 80 35 000 - | | Small Tools And Minor Equip | 1.48 | Tax Owed - Amazon |
| | | 107 - 521 20 31 000 - | | Office and Operating Supplie | 4.75 | Tax Owed - Amazon |
| | | 107 - 521 20 31 000 - | | Office and Operating Supplie | 35.60 | Tax Owed - Pocket Press Inc. |
| | | 107 - 521 20 31 000 - | | Office and Operating Supplie | 1.48 | Tax Owed - Amazon |
| | | 107 - 521 20 31 000 - | | Office and Operating Supplie | 45.58 | Tax Owed - D&D Distributing |
| | | 406 - 531 10 44 002 - | | Excise Tax | 1,191.70 | Excise Tax - Stormwater |
| | | 401 - 533 10 44 002 - | | Elect Excise Tax | 12,876.94 | Excise Tax - Electric |
| | | 401 - 533 50 36 000 - | | Small Assets/IT | 0.49 | Tax Owed - Amazon |
| | | 403 - 534 10 44 002 - | | Water Excise Tax | 7,759.22 | Excise Tax - Water |
| | | 001 - 575 50 44 002 - | | Taxes On Bldg Rentals | 43.35 | Excise Tax - Rental |
| 543 | 01/29/2018 | Claims | 1 | E62970 XPRESS BILL PAY | 794.00 | Online Web Payment |
| | | | | ACCOUNTS PAYABLE | | |
| | | 406 - 531 10 41 000 - | | Professional Services | 262.02 | Online Web Payment Services Fee |
| | | 401 - 533 10 41 000 - | | Professional Services | 269.96 | Online Web Payment Services Fee |
| | | 403 - 534 10 41 000 - | | Professional Services | 262.02 | Online Web Payment Services Fee |
| 553 | 01/30/2018 | Claims | 1 | 62971 AABERG'S TOOL & EQUIP | 66.06 | Equipment Rental |
| | | | | RENTAL/SALES INC. | | |
| | | 001 - 518 30 45 000 - | | Operating Rentals and Lease: | 66.06 | Lift Rental For Fire Cabinet |
| 554 | 01/30/2018 | Claims | 1 | 62972 AHBL, INC | 4,454.80 | Planning Services |
| | | 001 - 558 60 41 000 - | | Professional Services | 4,454.80 | On-Site Planning - Dec 2017 |

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|------------|-------------------|---------------|----------|--------------|--|------------------|---|
| 555 | 01/30/2018 | Claims | 1 | 62973 | SUZANNE BRACHER | 350.00 | Bldg Rental Deposit Refund |
| | | | | | 001 - 589 10 00 000 - Refund Facility Deposit | 350.00 | Bldg Rental Deposit Refund |
| 556 | 01/30/2018 | Claims | 1 | 62974 | CENTURYLINK | 225.56 | T1 Lines |
| | | | | | 107 - 521 20 42 000 - Communication | 75.18 | T1 Lines |
| | | | | | 401 - 533 10 42 000 - Communications | 75.20 | T1 Lines |
| | | | | | 403 - 534 10 42 000 - Communication | 75.18 | T1 Lines |
| 557 | 01/30/2018 | Claims | 1 | 62975 | CHUCKALS | 433.12 | Office Supplies; Electric Supplies |
| | | | | | 001 - 511 60 31 000 - Operating Supplies | 5.93 | Copy Paper |
| | | | | | 001 - 513 10 31 000 - Office and Operating Supplie | 23.73 | Copy Paper |
| | | | | | 001 - 514 20 31 000 - Office and Operating Supplie | 5.93 | Copy Paper |
| | | | | | 107 - 521 20 31 000 - Office and Operating Supplie | 17.80 | Copy Paper |
| | | | | | 406 - 531 10 31 000 - Office and Operating Supplie | 4.89 | Calendar |
| | | | | | 406 - 531 10 31 000 - Office and Operating Supplie | 11.86 | Copy Paper |
| | | | | | 401 - 533 10 31 000 - Office and Operating Supplie | 5.71 | Calendar |
| | | | | | 401 - 533 10 31 000 - Office and Operating Supplie | 35.59 | Copy Paper |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 268.51 | Tape For Labeling Meters |
| | | | | | 403 - 534 10 31 000 - Office and Operating Supplie | 5.71 | Calendar |
| | | | | | 403 - 534 10 31 000 - Office and Operating Supplie | 35.59 | Copy Paper |
| | | | | | 001 - 558 50 31 000 - Office and Operating Supplie | 5.93 | Copy Paper |
| | | | | | 001 - 558 60 31 000 - Operating Supplies | 5.94 | Copy Paper |
| 558 | 01/30/2018 | Claims | 1 | 62976 | COMCAST BUSINESS | 1,527.23 | Phone & Internet |
| | | | | | 001 - 513 10 42 000 - Communication | 76.36 | Phone & Internet |
| | | | | | 001 - 514 20 42 000 - Communication | 76.36 | Phone & Internet |
| | | | | | 001 - 518 30 42 000 - Communication | 38.18 | Phone & Internet |
| | | | | | 107 - 521 20 42 000 - Communication | 229.08 | Phone & Internet |
| | | | | | 406 - 531 10 42 000 - Communication | 152.72 | Phone & Internet |
| | | | | | 401 - 533 10 42 000 - Communications | 355.08 | Phone & Internet |
| | | | | | 403 - 534 10 42 000 - Communication | 370.35 | Phone & Internet |
| | | | | | 101 - 542 30 42 000 - Communication | 76.36 | Phone & Internet |
| | | | | | 501 - 548 30 42 000 - Communications | 38.18 | Phone & Internet |
| | | | | | 001 - 558 50 42 000 - Communications | 38.18 | Phone & Internet |
| | | | | | 001 - 558 60 42 000 - Communication | 38.18 | Phone & Internet |
| | | | | | 001 - 576 80 42 000 - Communication | 38.20 | Phone & Internet |
| 559 | 01/30/2018 | Claims | 1 | 62977 | COPY WRIGHTS INC | 103.20 | Business Cards |
| | | | | | 001 - 511 60 49 003 - Misc/Outside Printing | 20.64 | Business Cards - Sherrell & Ott |
| | | | | | 001 - 513 10 49 003 - Misc/Outside Printing | 36.12 | Business Cards - Sherrell & Ott |
| | | | | | 406 - 531 10 49 003 - Misc/Outside Printing | 15.48 | Business Cards - Sherrell & Ott |
| | | | | | 401 - 533 10 49 003 - Misc/Outside Printing | 15.48 | Business Cards - Sherrell & Ott |
| | | | | | 403 - 534 10 49 003 - Misc/Outside Printing | 15.48 | Business Cards - Sherrell & Ott |
| 560 | 01/30/2018 | Claims | 1 | 62978 | EDGEWOOD SECURITY & LOCK | 1,149.55 | Rekey City Hall |
| | | | | | 001 - 513 10 41 000 - Other Services and Charges | 191.59 | Rekey City Hall |
| | | | | | 001 - 514 20 41 000 - Professional Services | 191.59 | Rekey City Hall |
| | | | | | 001 - 518 30 41 000 - Professional Services | 191.59 | Rekey City Hall |
| | | | | | 406 - 531 10 41 000 - Professional Services | 191.60 | Rekey City Hall |
| | | | | | 401 - 533 10 41 000 - Professional Services | 191.59 | Rekey City Hall |
| | | | | | 403 - 534 10 41 000 - Professional Services | 191.59 | Rekey City Hall |
| 561 | 01/30/2018 | Claims | 1 | 62979 | FERGUSON ENTERPRISES, INC. #1539 | 27,379.20 | Training; Annual Fee; Annual Fee; Water Material; Water Material; Water Material; Water Material |
| | | | | | 401 - 533 10 41 000 - Professional Services | 3,777.82 | Training Sensus |
| | | | | | 401 - 533 10 41 001 - Professional Services - IT | 6,626.97 | Analytics Software - Electric Enhancement |

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| | | 403 - 534 10 41 000 | | Professional Services | 3,777.81 | Training Sensus |
| | | 403 - 534 10 41 001 | | Professional Services - IT | 8,599.68 | Analytics Software - Water Enhancement |
| | | 403 - 534 50 31 000 | | Office and Operating Supplie | 70.65 | Gate Valve Box Covers |
| | | 403 - 534 50 31 000 | | Office and Operating Supplie | 52.75 | Hydrant Wrench |
| | | 403 - 534 50 31 000 | | Office and Operating Supplie | 1,818.19 | Valve Box & Meter Yoke W/ Check Valve |
| | | 404 - 594 34 64 123 | | Meter Replacement | 2,655.33 | Meters |
| 562 | 01/30/2018 | Claims | 1 | 62980 GRAY & OSBORNE INC | 10,131.04 | Engineering Services |
| | | 403 - 534 10 41 000 | | Professional Services | 2,584.05 | Engineering - Northwood Elem School Review |
| | | 403 - 534 50 41 114 | | Water Comp Plan Professiona | 3,817.32 | Engineering Services |
| | | 407 - 594 31 63 097 | | Decant Facility | 3,729.67 | Engineering Services |
| 563 | 01/30/2018 | Claims | 1 | 62981 HJ ARNETT INDUSTRIES, LLC | 1,816.90 | Electric Services |
| | | 401 - 533 50 41 000 | | Professional Services | 1,816.90 | Testing |
| 564 | 01/30/2018 | Claims | 1 | 62982 KPG INC. | 1,300.44 | Engineering Services - Reissue Of Check |
| | | 407 - 594 31 63 112 | | Taylor St Pipe Installation (D | 1,300.44 | Reissue Check - Engineering Services |
| 565 | 01/30/2018 | Claims | 1 | 62983 LARSEN SIGN CO. INC | 538.51 | Vehicle Lettering |
| | | 107 - 521 20 48 001 | | Vehicle Repairs and Mainten: | 538.51 | Transport Van - Vinyl Lettering |
| 566 | 01/30/2018 | Claims | 1 | 62984 LOCKE SYSTEMS INC | 25,320.03 | IT Services; IT Services; IT Services |
| | | 001 - 518 80 41 000 | | Prof Svcs - | 8,582.28 | IT Services - Nov 2017 |
| | | 503 - 518 80 41 001 | | Professional Services - IT | 8,555.69 | IT Services - Sept 2017 |
| | | 503 - 518 80 41 001 | | Professional Services - IT | 8,182.06 | IT Services - Oct 2017 |
| 567 | 01/30/2018 | Claims | 1 | 62985 MILES RESOURCES | 158.25 | Water Material |
| | | 101 - 542 30 31 000 | | Office and Operating Supplie | 158.25 | Cold Mix - Pot Hole Repairs |
| 568 | 01/30/2018 | Claims | 1 | 62986 NAVIA BENEFIT SOLUTIONS | 130.02 | FSA Claims; FSA Claims |
| | | 631 - 589 90 00 002 | | Discovery Benefits | 20.39 | FSA Claims |
| | | 631 - 589 90 00 002 | | Discovery Benefits | 109.63 | FSA Claims |
| 569 | 01/30/2018 | Claims | 1 | 62987 NEWS TRIBUNE, THE | 64.54 | Legal Notice |
| | | 001 - 511 60 41 002 | | Advertising | 64.54 | Public Hearing 2/5 |
| 570 | 01/30/2018 | Claims | 1 | 62988 PIERCE CO BUDGET & FINANCE | 45.00 | Info Tech Services |
| | | 001 - 558 60 41 001 | | Professional Services - IT | 45.00 | Info Tech Services - 4 Qtr 2017 |
| 571 | 01/30/2018 | Claims | 1 | 62989 PIERCE CO BUDGET & FINANCE | 5,699.25 | Emergency Mngt Services |
| | | 107 - 525 60 51 107 | | PC Emerg Mgmt Contract | 5,699.25 | Emergency Mngt Services - 2018 |
| 572 | 01/30/2018 | Claims | 1 | 62990 PIERCE CO BUDGET & FINANCE | 128.22 | Crime Victims |
| | | 001 - 586 12 00 000 | | Crime Victims Comp Fund | 128.22 | Crime Victims - Dec 2017 |
| 573 | 01/30/2018 | Claims | 1 | 62991 PIERCE COUNTY SEWER | 58.73 | Sewer |
| | | 001 - 518 30 47 000 | | Public Utility Service | 58.73 | Sewer - Fire Station |
| 574 | 01/30/2018 | Claims | 1 | 62992 PRO-BUILD | 13.23 | Fire Station Remodel |
| | | 310 - 594 18 61 143 | | City Hall Retrofit | 13.23 | Wood For Fire Station Remodel |
| 575 | 01/30/2018 | Claims | 1 | 62993 PROGLASS, INC. | 108.50 | Electric Material |
| | | 401 - 533 50 31 000 | | Operating Supplies | 108.50 | Splice Box |
| 576 | 01/30/2018 | Claims | 1 | 62994 PUGET SOUND CLEAN AIR AGENCY | 1,239.00 | Clean Air Assessment |

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|-----------------|-------------------|---------------|---------------------|--------------|--|-----------------|---|
| | | | 001 - 518 50 49 001 | | Misc/Dues & Memberships | 1,239.00 | Clean Air Assessment - 1 Qtr 2018 |
| 577 | 01/30/2018 | Claims | 1 | 62995 | CITY OF PUYALLUP | 9,200.00 | Jail Services |
| | | | 107 - 523 60 51 000 | | Intergov. Jail Services | 9,200.00 | Jail Services - Nov 2017 |
| Void 578 | 01/30/2018 | Claims | 1 | 62996 | RACEWAY TECHNOLOGY & MFG. INC. | 2,139.51 | Water Material; Water Material; Street Material |
| 579 | 01/30/2018 | Claims | 1 | 62997 | RAINIER LIGHTING & ELEC SUPPLY | 105.51 | Facility Material; Facility Material |
| | | | 001 - 518 30 31 000 | | Operating Supplies | 35.17 | Panelboard Trim Kit For AC Closet Elec Panel |
| | | | 001 - 518 30 31 000 | | Operating Supplies | 70.34 | 20 Amp Breaker For AC |
| 580 | 01/30/2018 | Claims | 1 | 62998 | RWC GROUP | 1,669.84 | Vehicle Repair |
| | | | 501 - 548 30 48 000 | | Repairs & Maintenance | 1,669.84 | #41Check Engine Light, Fuel Lever Sender & Kit Cam Sensor |
| 581 | 01/30/2018 | Claims | 1 | 62999 | SCORE | 6,831.30 | Jail Services |
| | | | 107 - 523 60 51 000 | | Intergov. Jail Services | 6,831.30 | Jail Services - Dec 2017 |
| 582 | 01/30/2018 | Claims | 1 | 63000 | SHRED-IT USA LLC | 144.48 | Shredding Services |
| | | | 001 - 514 20 41 000 | | Professional Services | 47.68 | Shredding Services Finance |
| | | | 107 - 521 20 41 000 | | Professional Services | 96.80 | Shredding Services Police |
| 583 | 01/30/2018 | Claims | 1 | 63001 | SUMNER, CITY OF | 2,205.42 | Animal Control |
| | | | 107 - 554 30 51 107 | | Animal Control | 2,205.42 | Animal Control - Jan 2018 |
| 584 | 01/30/2018 | Claims | 1 | 63002 | UNIFIRST CORPORATION | 738.23 | Uniforms; Uniforms; Uniforms; Uniforms |
| | | | 001 - 518 30 20 002 | | Uniforms | 7.28 | Uniforms |
| | | | 001 - 518 30 20 002 | | Uniforms | 10.77 | Uniforms |
| | | | 406 - 531 30 20 002 | | Uniforms | 50.09 | Uniforms |
| | | | 406 - 531 30 20 002 | | Uniforms | 59.06 | Uniforms |
| | | | 401 - 533 50 20 002 | | Uniforms | 33.78 | Uniforms |
| | | | 401 - 533 50 20 002 | | Uniforms | 27.48 | Uniforms |
| | | | 401 - 533 50 20 002 | | Uniforms | 99.90 | Uniforms |
| | | | 401 - 533 50 20 002 | | Uniforms | 99.90 | Uniforms |
| | | | 403 - 534 50 20 002 | | Uniforms | 119.06 | Uniforms |
| | | | 403 - 534 50 20 002 | | Uniforms | 117.51 | Uniforms |
| | | | 101 - 542 30 20 002 | | Uniforms | 34.95 | Uniforms |
| | | | 101 - 542 30 20 002 | | Uniforms | 20.51 | Uniforms |
| | | | 501 - 548 30 20 002 | | Uniforms | 19.39 | Uniforms |
| | | | 501 - 548 30 20 002 | | Uniforms | 20.50 | Uniforms |
| | | | 001 - 576 80 20 002 | | Uniforms | 7.28 | Uniforms |
| | | | 001 - 576 80 20 002 | | Uniforms | 10.77 | Uniforms |
| 585 | 01/30/2018 | Claims | 1 | 63003 | TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY | 32.00 | Safekeeping Fees |
| | | | 001 - 514 20 49 000 | | Miscellaneous | 32.00 | Safekeeping Fees |
| 586 | 01/30/2018 | Claims | 1 | 63004 | US BANK | 300.00 | Revenue Bond Admin Fee |
| | | | 403 - 534 10 41 000 | | Professional Services | 300.00 | Revenue Band Admin Fee |
| 587 | 01/30/2018 | Claims | 1 | 63005 | WA ASSN SHERIFFS & CHIEFS | 180.00 | Dues |
| | | | 107 - 521 20 49 001 | | Misc/Dues & Memberships | 180.00 | Dues - Hernandez |
| 588 | 01/30/2018 | Claims | 1 | 63006 | WA DEPT OF ENTERPRISE SVCS | 400.00 | Admin Fee |
| | | | 107 - 521 20 49 001 | | Misc/Dues & Memberships | 400.00 | Federal Surplus Admin Fee |

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| 589 | 01/30/2018 | Claims | 1 | 63007 WA STATE TREASURER | 8,087.46 | Court Remittance & Bdg Code |
| | | 001 - 586 83 00 000 - Trama/Auto Theft/Brain Inju | | | 538.18 | Court Remittance |
| | | 001 - 586 88 00 000 - State General Fund 54 (PSE) | | | 65.75 | Court Remittance |
| | | 001 - 586 89 00 000 - Death Investigation Account | | | 322.43 | Court Remittance |
| | | 001 - 586 91 00 000 - State General Fund 40 (PSE) | | | 3,911.14 | Court Remittance |
| | | 001 - 586 92 00 000 - State General Fund 50 (PSE) | | | 2,004.23 | Court Remittance |
| | | 001 - 586 97 00 000 - JIS | | | 1,218.82 | Court Remittance |
| | | 001 - 586 99 00 000 - School Zone Safety | | | 8.91 | Court Remittance |
| | | 001 - 589 30 01 000 - Building Code Fee | | | 18.00 | Building Code Fees |
| 590 | 01/30/2018 | Claims | 1 | 63008 DEAN WALTON | 6,633.00 | Refund Connection Fees |
| | | 403 - 322 13 00 000 - Water Permit | | | -102.00 | Refund Connection Fees |
| | | 403 - 343 49 00 000 - Connection Charges | | | -2,128.00 | Refund Connection Fees |
| | | 404 - 367 00 00 404 - System Development Charge | | | -4,403.00 | Refund Connection Fees |
| 591 | 01/30/2018 | Claims | 1 | 63009 DEAN WALTON | 1,197.00 | Refund Connection Fees |
| | | 401 - 322 12 00 000 - Electrical Permits | | | -102.00 | Refund Connection Fees |
| | | 401 - 343 39 00 000 - Connection Charges | | | -484.00 | Refund Connection Fees |
| | | 402 - 367 00 00 402 - System Development | | | -611.00 | Refund Connection Fees |
| 592 | 01/30/2018 | Claims | 1 | 63010 WATER MANAGEMENT LABORATORIES | 164.00 | Water Testing; Water Testing |
| | | 403 - 534 51 41 000 - Professional Services | | | 33.00 | Water Testing |
| | | 403 - 534 51 41 000 - Professional Services | | | 131.00 | Water Testing |
| 593 | 01/30/2018 | Claims | 1 | 63011 WHISTLE WORKWEAR | 333.52 | Boot Allowance; Boot Allowance |
| | | 001 - 518 30 20 002 - Uniforms | | | 30.00 | Boot Allowance - Thacher |
| | | 001 - 518 30 20 002 - Uniforms | | | 20.03 | Boot Allowance - Beane |
| | | 406 - 531 30 20 002 - Uniforms | | | 140.00 | Boot Allowance - Thacher |
| | | 406 - 531 30 20 002 - Uniforms | | | 93.46 | Boot Allowance - Beane |
| | | 001 - 576 80 20 002 - Uniforms | | | 30.00 | Boot Allowance - Thacher |
| | | 001 - 576 80 20 002 - Uniforms | | | 20.03 | Boot Allowance - Beane |
| 607 | 02/01/2018 | Claims | 1 | E63012 BONNEVILLE POWERADMINISTRATION | 255,239.00 | Monthly Power |
| | | 401 - 533 50 33 000 - BPA-Electricity for Resale | | | 255,239.00 | Monthly Power - Dec 2017 |
| 608 | 02/01/2018 | Claims | 1 | E63013 CIT TECHNOLOGY (QDS) | 730.30 | Copier Lease; Copier Lease |
| | | 001 - 513 10 45 000 - Operating Rentals and Lease | | | 49.35 | Copier Lease City Hall & PW Admin |
| | | 001 - 514 20 45 000 - Operating Rentals and Lease | | | 24.67 | Copier Lease City Hall & PW Admin |
| | | 001 - 518 30 45 000 - Operating Rentals and Lease | | | 4.93 | Copier Lease City Hall & PW Admin |
| | | 107 - 521 20 45 000 - Operating Rentals and Lease | | | 236.84 | Copier Lease PD |
| | | 406 - 531 10 45 000 - Operating Rentals and Lease | | | 68.10 | Copier Lease City Hall & PW Admin |
| | | 401 - 533 10 45 000 - Operating Rentals and Lease | | | 149.52 | Copier Lease City Hall & PW Admin |
| | | 403 - 534 10 45 000 - Operating Rentals and Lease | | | 144.58 | Copier Lease City Hall & PW Admin |
| | | 101 - 542 30 45 000 - Operating Rentals and Lease | | | 10.36 | Copier Lease City Hall & PW Admin |
| | | 501 - 548 30 45 000 - Operating Rentals & Leases | | | 12.34 | Copier Lease City Hall & PW Admin |
| | | 001 - 558 50 45 000 - Operating Rentals and Lease | | | 12.34 | Copier Lease City Hall & PW Admin |
| | | 001 - 558 60 45 000 - Operating Rentals and Lease | | | 12.34 | Copier Lease City Hall & PW Admin |
| | | 001 - 576 80 45 000 - Operating Rentals and Lease | | | 4.93 | Copier Lease City Hall & PW Admin |
| 609 | 02/01/2018 | Claims | 1 | E63014 COMCAST | 10.53 | Cable PW |
| | | 401 - 533 50 42 000 - Communication | | | 5.27 | Cable PW Shop |
| | | 403 - 534 50 42 000 - Communication | | | 5.26 | Cable PW Shop |
| 610 | 02/01/2018 | Claims | 1 | E63015 COMCAST | 409.53 | Phone & Internet |
| | | 001 - 513 10 42 000 - Communication | | | 20.48 | Phone Lines & Internet |
| | | 001 - 514 20 42 000 - Communication | | | 20.48 | Phone Lines & Internet |
| | | 001 - 518 30 42 000 - Communication | | | 10.24 | Phone Lines & Internet |

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| | | 001 - 518 90 42 000 - | | Communication | | Phone Lines & Internet |
| | | 107 - 521 20 42 000 - | | Communication | 61.43 | Phone Lines & Internet |
| | | 406 - 531 10 42 000 - | | Communication | 40.95 | Phone Lines & Internet |
| | | 401 - 533 10 42 000 - | | Communications | 95.22 | Phone Lines & Internet |
| | | 403 - 534 10 42 000 - | | Communication | 99.31 | Phone Lines & Internet |
| | | 101 - 542 30 42 000 - | | Communication | 20.48 | Phone Lines & Internet |
| | | 501 - 548 30 42 000 - | | Communications | 10.24 | Phone Lines & Internet |
| | | 001 - 558 50 42 000 - | | Communications | 10.24 | Phone Lines & Internet |
| | | 001 - 558 60 42 000 - | | Communication | 10.24 | Phone Lines & Internet |
| | | 001 - 576 80 42 000 - | | Communication | 10.22 | Phone Lines & Internet |
| 611 | 02/01/2018 | Claims | 1 | E63016 LAKEHAVEN UTILITY DISTRICT | 954.24 | Water Intertie |
| | | 403 - 534 51 47 001 - | | Public Utility Services | 954.24 | Intertie Ready To Serve Fee |
| 612 | 02/01/2018 | Claims | 1 | E63017 PITNEY BOWES INC. | 485.00 | Postage |
| | | 001 - 513 10 42 000 - | | Communication | 43.71 | Postage |
| | | 001 - 514 20 42 000 - | | Communication | 45.35 | Postage |
| | | 107 - 521 20 42 000 - | | Communication | 7.99 | Postage |
| | | 406 - 531 10 42 000 - | | Communication | 84.71 | Postage |
| | | 401 - 533 10 42 000 - | | Communications | 123.44 | Postage |
| | | 403 - 534 10 42 000 - | | Communication | 123.44 | Postage |
| | | 001 - 558 60 42 000 - | | Communication | 56.36 | Postage |
| 613 | 02/01/2018 | Claims | 1 | E63018 PUGET SOUND ENERGY | 215.81 | Natural Gas |
| | | 107 - 521 20 47 000 - | | Utilities | 64.74 | Police Natural Gas |
| | | 001 - 569 00 47 000 - | | Public Utilities-SC | 151.07 | MAC Natural Gas |
| 614 | 02/01/2018 | Claims | 1 | E63019 PUGET SOUND ENERGY | 178.67 | Electric Intertie |
| | | 403 - 534 50 47 000 - | | Public Utility Services | 178.67 | Electric Intertie |
| 615 | 02/01/2018 | Claims | 1 | E63020 VERIZON WIRELESS | 284.43 | PW Cell Phone |
| | | 001 - 518 30 42 000 - | | Communication | 7.76 | Cell Phones |
| | | 406 - 531 30 42 000 - | | Communication | 22.43 | Cell Phones |
| | | 401 - 533 50 42 000 - | | Communication | 23.58 | Cell Phones |
| | | 401 - 533 50 42 000 - | | Communication | 115.34 | Cell Phones |
| | | 403 - 534 50 42 000 - | | Communication | 51.19 | Cell Phones |
| | | 101 - 542 30 42 000 - | | Communication | 10.93 | Cell Phones |
| | | 501 - 548 30 42 000 - | | Communications | 12.08 | Cell Phones |
| | | 001 - 558 50 42 000 - | | Communications | 19.55 | Cell Phones |
| | | 001 - 575 50 42 000 - | | Communication - | 2.88 | Cell Phones |
| | | 001 - 576 80 42 000 - | | Communication | 18.69 | Cell Phones |
| 616 | 02/01/2018 | Claims | 1 | E63021 VERIZON WIRELESS | 145.54 | Data Line For Flexnet |
| | | 401 - 533 10 42 000 - | | Communications | 72.77 | Data Line For Flex Net |
| | | 403 - 534 10 42 000 - | | Communication | 72.77 | Data Line For Flex Net |
| 617 | 02/01/2018 | Claims | 1 | E63022 VERIZON WIRELESS | 2,130.29 | Smart Phones |
| | | 001 - 513 10 31 000 - | | Office and Operating Supplie | 54.95 | Cell Phone Equipment |
| | | 001 - 513 10 42 000 - | | Communication | 38.20 | Cell Phones |
| | | 001 - 514 20 42 000 - | | Communication | -0.24 | Cell Phones |
| | | 001 - 518 30 42 000 - | | Communication | 14.31 | Cell Phones |
| | | 503 - 518 80 42 503 - | | Communications | 121.57 | Cell Phones |
| | | 107 - 521 20 31 000 - | | Office and Operating Supplie | 5.50 | Cell Phone Equipment |
| | | 107 - 521 20 42 000 - | | Communication | 892.54 | Cell Phones |
| | | 107 - 521 20 42 000 - | | Communication | 99.71 | Cell Phones |
| | | 406 - 531 10 31 000 - | | Office and Operating Supplie | 16.49 | Cell Phone Equipment |
| | | 406 - 531 10 42 000 - | | Communication | 18.63 | Cell Phones |
| | | 406 - 531 30 42 000 - | | Communication | 267.11 | Cell Phones |

CHECK REGISTER

City Of Milton
MCAG #: 0590

01/02/2018 To: 02/04/2018

Time: 10:43:30 Date: 02/01/2018
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| Trans Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|------------|-------------------|--|----------|--|-------------------|--|
| | | 401 - 533 10 31 000 - Office and Operating Supplie | | | 16.49 | Cell Phone Equipment |
| | | 401 - 533 10 42 000 - Communications | | | 18.40 | Cell Phones |
| | | 401 - 533 50 42 000 - Communication | | | 182.77 | Cell Phones |
| | | 403 - 534 10 31 000 - Office and Operating Supplie | | | 16.46 | Cell Phone Equipment |
| | | 403 - 534 10 42 000 - Communication | | | 18.40 | Cell Phones |
| | | 403 - 534 50 42 000 - Communication | | | 237.25 | Cell Phones |
| | | 101 - 542 30 42 000 - Communication | | | 28.63 | Cell Phones |
| | | 501 - 548 30 42 000 - Communications | | | 9.64 | Cell Phones |
| | | 001 - 558 50 42 000 - Communications | | | 59.17 | Cell Phones |
| | | 001 - 576 80 42 000 - Communication | | | 14.31 | Cell Phones |
| 618 | 02/02/2018 | Claims | 1 | 63023 CHUCKALS | 175.59 | PW Supplies |
| | | 406 - 531 10 31 000 - Office and Operating Supplie | | | 43.90 | Binder Clips, Taper, Paper & Envelopes |
| | | 401 - 533 10 31 000 - Office and Operating Supplie | | | 43.90 | Binder Clips, Taper, Paper & Envelopes |
| | | 403 - 534 10 31 000 - Office and Operating Supplie | | | 43.90 | Binder Clips, Taper, Paper & Envelopes |
| | | 101 - 542 30 31 000 - Office and Operating Supplie | | | 17.55 | Binder Clips, Taper, Paper & Envelopes |
| | | 001 - 558 50 31 000 - Office and Operating Supplie | | | 26.34 | Binder Clips, Taper, Paper & Envelopes |
| 619 | 02/02/2018 | Claims | 1 | 63024 DICKSON COMPANY | 112,664.38 | Pay Estimate #1 Final |
| | | 404 - 594 34 66 127 - Water Tank Demolition | | | 112,664.38 | Steel & Concrete Reservoirs Removal |
| 620 | 02/02/2018 | Claims | 1 | 63025 BETTY GARRISON | | Reissued in error - Ck 62870 needs to be reissued not ck 63025. mmm |
| 621 | 02/02/2018 | Claims | 1 | 63026 RICHARD & BARB GOLDSMITH | 848.54 | BPA Reimbursement/Incentives |
| | | 401 - 533 50 33 006 - BPA Reimbursement/Incentiv | | | 848.54 | BPA Reimbursement/Incentives |
| 622 | 02/02/2018 | Claims | 1 | 63027 CITY OF MILTON | 13,522.72 | Utility Bill |
| | | 001 - 518 30 47 000 - Public Utility Service | | | 221.05 | City Utility Bill |
| | | 107 - 521 20 47 000 - Utilities | | | 749.06 | City Utility Bill |
| | | 406 - 531 30 47 000 - Public Utility Services | | | 267.29 | City Utility Bill |
| | | 401 - 533 50 47 000 - Public Utility Services | | | 2,381.57 | City Utility Bill |
| | | 403 - 534 51 47 001 - Public Utility Services | | | 5,594.14 | City Utility Bill |
| | | 101 - 542 30 47 000 - Utilities | | | 2,089.23 | City Utility Bill |
| | | 001 - 558 50 47 000 - Public Utility Services | | | 80.46 | City Utility Bill |
| | | 001 - 558 60 47 000 - Public Utilities | | | 66.58 | City Utility Bill |
| | | 001 - 569 00 47 000 - Public Utilities-SC | | | 713.13 | City Utility Bill |
| | | 001 - 575 50 47 000 - Public Utilities Services | | | 177.47 | City Utility Bill |
| | | 001 - 576 80 47 000 - Public Utility Service | | | 1,182.74 | City Utility Bill |
| 623 | 02/02/2018 | Claims | 1 | 63028 NEWS TRIBUNE, THE | 37.74 | Legal Notice |
| | | 001 - 511 60 41 002 - Advertising | | | 37.74 | Exec Session 12/4 |
| 624 | 02/02/2018 | Claims | 1 | 63029 CITY OF PUYALLUP | 8,835.00 | Jail Services |
| | | 107 - 523 60 51 000 - Intergov. Jail Services | | | 8,835.00 | Jail Services - Dec 2017 |
| 625 | 02/02/2018 | Claims | 1 | 63030 RANGLES SAND & GRAVEL INC | 2,139.51 | Water Material; Water Material; Street Material |
| | | 403 - 534 50 31 000 - Office and Operating Supplie | | | 1,321.93 | Crushed Top Course |
| | | 403 - 534 50 31 000 - Office and Operating Supplie | | | 100.93 | Washed Sand |
| | | 403 - 534 50 47 000 - Public Utility Services | | | 45.00 | Asphalt Spoils |
| | | 101 - 542 30 31 000 - Office and Operating Supplie | | | 671.65 | Crushed Top Course |
| 626 | 02/02/2018 | Claims | 1 | 63031 SHRED-IT USA LLC | 72.57 | Shredding Services |
| | | 001 - 514 20 41 000 - Professional Services | | | 23.95 | Shredding Services Finance |
| | | 107 - 521 20 41 000 - Professional Services | | | 48.62 | Shredding Services Police |
| 627 | 02/02/2018 | Claims | 1 | 63032 SURPLUS AMMO & ARMS, LLC | 2,671.76 | Firearms |

CHECK REGISTER

City Of Milton
MCAG #: 0590

01/02/2018 To: 02/04/2018

Time: 10:43:30 Date: 02/01/2018
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| Trans Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|------------|-------------------|--|----------|---|-----------------|---|
| | | 107 - 521 20 35 001 - Firearms | | | 2,671.76 | Rifles |
| 628 | 02/02/2018 | Claims | 1 | 63033 SUSAN E. TIMM | 9.33 | Reimbursement |
| | | 001 - 518 30 48 002 - Building Repair & Maint | | | 9.33 | Paint Samples For PW Admin Office |
| 629 | 02/02/2018 | Claims | 1 | 63034 WA DEPT OF EMPLOYMENT SECURITY | 3,176.31 | Unemployment |
| | | 406 - 531 10 20 000 - Personnel Benefits | | | 635.26 | Unemployment Benefits |
| | | 401 - 533 10 20 000 - Personnel Benefits | | | 317.63 | Unemployment Benefits |
| | | 403 - 534 10 20 000 - Personnel Benefits | | | 317.63 | Unemployment Benefits |
| | | 001 - 558 60 20 000 - Personnel Benefits | | | 1,905.79 | Unemployment Benefits |
| 630 | 02/02/2018 | Claims | 1 | E63035 STEVE WHITAKER | 149.11 | Reimbursement |
| | | 001 - 511 60 43 000 - Travel | | | 59.65 | City Action Days Mileage/Lodging - Whitaker |
| | | 406 - 531 10 43 000 - Travel | | | 29.82 | City Action Days Mileage/Lodging - Whitaker |
| | | 401 - 533 10 43 000 - Travel | | | 29.82 | City Action Days Mileage/Lodging - Whitaker |
| | | 403 - 534 10 43 000 - Travel | | | 29.82 | City Action Days Mileage/Lodging - Whitaker |
| 638 | 02/03/2018 | Claims | 1 | 63036 BETTY GARRISON | 19.58 | Reimbursement - Reissue Void |
| | | 406 - 531 10 43 000 - Travel | | | 6.53 | Mileage Reimbursement |
| | | 401 - 533 10 43 000 - Travel | | | 6.53 | Mileage Reimbursement |
| | | 403 - 534 10 43 000 - Travel | | | 6.52 | Mileage Reimbursement |
| 639 | 02/03/2018 | Claims | 1 | E63037 SUSAN JOHNSON | 129.37 | Reimbursement |
| | | 001 - 511 60 43 000 - Travel | | | 32.34 | Action Days - Johnson |
| | | 107 - 521 20 43 000 - Travel | | | 12.94 | Action Days - Johnson |
| | | 406 - 531 10 43 000 - Travel | | | 25.87 | Action Days - Johnson |
| | | 401 - 533 10 43 000 - Travel | | | 25.87 | Action Days - Johnson |
| | | 403 - 534 10 43 000 - Travel | | | 25.87 | Action Days - Johnson |
| | | 101 - 542 30 43 000 - Travel | | | 6.48 | Action Days - Johnson |
| 640 | 02/03/2018 | Claims | 1 | 63038 KORUM AUTOMOTIVE GROUP | 982.93 | Vehicle Repair |
| | | 107 - 521 20 48 001 - Vehicle Repairs and Mainten: | | | 982.93 | #118 30K Service & Brake Diagnosis |
| 641 | 02/03/2018 | Claims | 1 | 63039 LEXIPOL LLC | 5,383.00 | Annual Subscription |
| | | 107 - 521 20 41 001 - Professional Services - IT | | | 5,383.00 | Law Enforcement Policy Manual Update |
| 642 | 02/03/2018 | Claims | 1 | 63040 NOFFKE'S TOWING SERVICE | 259.64 | Towing |
| | | 107 - 521 20 48 001 - Vehicle Repairs and Mainten: | | | 259.64 | Towing |
| | | 001 General Fund | | | 112,565.76 | |
| | | 101 Street Fund | | | 18,531.51 | |
| | | 107 Criminal Justice Fund | | | 203,507.48 | |
| | | 116 Community Events Fund | | | 102.56 | |
| | | 310 Capital Improvement Fund | | | 13.23 | |
| | | 401 Electric Utility Operations Fund | | | 369,801.99 | |
| | | 402 Electric Capital Improvement Fund | | | 611.00 | |
| | | 403 Water Utility Operations Fund | | | 121,568.16 | |
| | | 404 Water Capital Improvement Fund | | | 120,102.46 | |
| | | 406 Stormwater Operations Fund | | | 39,845.46 | |
| | | 407 Stormwater Capital Fund | | | 6,909.78 | |
| | | 501 Vehicle Repair & Maintenance Fund | | | 6,085.01 | |
| | | 503 Information Technology | | | 59,426.00 | |
| | | 631 Trust / Suspense Funds | | | 281.64 | |

Back to Agenda



To: Mayor Styron Sherrell and City Councilmembers
From: Public Works Director Peretti
Date: February 5, 2018 Regular Session
Re: Grant Acceptance – Department of Ecology Municipal Stormwater Capacity Grant

ATTACHMENTS: Award letter
Signed Agreement

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: Accept within Consent Agenda.

OR, if approved separately: I move to accept the offered grant funding from the Department of Ecology in the amount of \$50,000 for implementation and management of the City's National Pollutant Discharge Elimination System (NPDES) stormwater permit.

Fiscal Impact/Source of Funds: These funds are earmarked for assistance in the implementation of the City's NPDES permit for the period of July 1st, 2017 to March 31, 2019. This translates into a wide variety of work and activities that can be accomplished.

Background: The 2017 Washington State Legislature appropriated pass thru funds in DOE's 2017-2019 Biennial Operating Budget.

Discussion: As in past years, the \$50,000 grant for implementation measures will be utilized to ensure the City meets the requirements of its NPDES permit. This money is primarily utilized by the Stormwater Compliance Inspector for stormwater specific equipment, consultant assistance, mapping software, production costs for public education materials, and other related efforts.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

December 29, 2017

The Honorable Debra Perry, Mayor
City of Milton
1000 Laurel Street
Milton, WA 98354

**Re: 2017-2019 Biennial Stormwater Capacity Grant
Agreement No. WQSWCAP-1719-Milton-00030**

Dear Mayor Perry:

I am pleased to inform you that the Washington State Department of Ecology (Ecology) signed the grant agreement for the 2017-2019 Biennial Stormwater Capacity Grant. Please find the enclosed agreement for your project files and future reference.

The 2017-2019 Biennial Stormwater Capacity Grant provides \$50,000 toward the project. Ecology appreciates this opportunity to provide you with financial and technical assistance. Ecology's Water Quality Program staff in Lacey are available to assist you with your project.

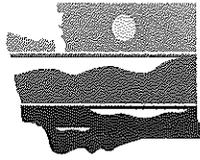
If you have any questions or need additional information, please call Kyle Graunke, Ecology's Capacity Grant Manager at (360) 407-6452.

Sincerely,

Heather R. Bartlett
Water Quality Program Manager

Enclosure

cc: Jamie Carter, City of Milton
Kyle Graunke, Ecology



Agreement No. WQSWCAP-1719-Milton-00030

WATER QUALITY STORMWATER CAPACITY 1719 AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MILTON

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

GENERAL INFORMATION

| | |
|---|---|
| Project Title: | 2017-2019 Biennial Stormwater Capacity Grants |
| Total Cost: | \$50,000.00 |
| Total Eligible Cost: | \$50,000.00 |
| Ecology Share: | \$50,000.00 |
| Recipient Share: | \$0.00 |
| The Effective Date of this Agreement is: | 07/01/2017 |
| The Expiration Date of this Agreement is no later than: | 03/31/2019 |
| Project Type: | Capacity Grant |

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

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

RECIPIENT INFORMATION

Organization Name: City of Milton

Federal Tax ID: 91-6001462

DUNS Number: 095719829

Mailing Address: 1000 Laurel St
 Milton, Wa 98354

Physical Address: 1000 Laurel St
 Milton, Washington 98354

Contacts

| | |
|------------------------------------|---|
| <p>Project Manager</p> | <p>James Carter Stormwater Compliance</p> <p>1000 Laurel St Milton, Washington 98354 Email: jcarter@cityofmilton.net Phone: (253) 517-2708</p> |
| <p>Billing Contact</p> | <p>Betty Garrison Interim Finance Director</p> <p>1000 Laurel ST Milton, Washington 98354 Email: bgarrison@cityofmilton.net Phone: (253) 517-2704</p> |
| <p>Authorized Signatory</p> | <p>Debra Perry Mayor</p> <p>1000 Laurel St Milton, Washington 98354 Email: dperry@cityofmilton.net Phone: (253) 517-2705</p> |

ECOLOGY INFORMATION

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

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

Contacts

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

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

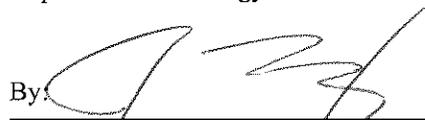
This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Milton

By:  11/27/17

By: 

For Heather R. Bartlett
Water Quality
Program Manager

Debra Perry
Mayor

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$2,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page final outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request..

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to- date staff contact information in the EAGL RECIPIENT contact form. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, RECIPIENT closeout report, and two-page outcome summary report.
- * Properly maintained project documentation

Recipient Task Coordinator: James Carter

Project Administration/Management

Deliverables

| Number | Description | Due Date |
|--------|--|----------|
| 1.1 | Progress Reports that include descriptions of work accomplished, project challenges, or changes in the project schedule. Submitted at least quarterly. | |
| 1.2 | Recipient Closeout Report (EAGL Form) | |
| 1.3 | Two-page Outcome Summary Report | |

SCOPE OF WORK

Task Number: 2 **Task Cost: \$48,000.00**

Task Title: Permit Implementation

Task Description:

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

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

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

11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

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

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

Task Goal Statement:

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

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: James Carter

Permit Implementation

Deliverables

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

Funding Distribution Summary

Recipient / Ecology Share

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|---------------------------|-------------------|-----------------|---------------------|---------------------|
| FY1719 Capacity Grants | 0.00 % | \$ 0.00 | \$ 50,000.00 | \$ 50,000.00 |
| Total | | \$ 0.00 | \$ 50,000.00 | \$ 50,000.00 |

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

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

remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

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

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

10. DISPUTES

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

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

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

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

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

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

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

11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for each project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required the RECIPIENT shall:

- Use ECOLOGY's QAPP Template provided by the ECOLOGY Program.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The data must be successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

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

17. ORDER OF PRECEDENCE

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

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

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

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

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

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

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

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

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

27. TERMINATION

a) For Cause

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

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date

mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

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

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

28. THIRD PARTY BENEFICIARY

Agreement No: WQSWCAP-1719-Milton-00030
Project Title: 2017-2019 Biennial Stormwater Capacity Grants
Recipient Name: City of Milton

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

29. WAIVER

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

GENERAL TERMS AND CONDITIONS LAST UPDATED 05/11/2017

Back to Agenda Bill

City of Milton Professional Services Agreement

THIS AGREEMENT is made this 23rd day of January 2018, between the City of Milton, Washington (hereinafter referred to as "City"), and Anne Sears & Associates (hereinafter referred to as "Contractor").

WHEREAS, the Mayor desires to contract with a skilled professional to assist her in various budget activities and reporting needs for the 2017 and 2018 fiscal years; and

WHEREAS, the Contractor has significant experience and the requisite qualifications to act in this capacity;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the City hereby contracts with the Contractor and the Contractor agrees to perform services for the City, upon the following terms and conditions:

1. Appointment. The Contractor is hereby contracted by the City to accomplish the tasks as noted in the Scope of Work Table 1 below. The parties anticipate that the Contractor will set her own hours as necessary to perform the duties assigned. The Contractor will provide regular reports to the City and address projects and assignments under her direction. It is anticipated that the Contractor will complete her work in 125 hours, plus travel time, as detailed in Section 4, Compensation.

TABLE 1 – SCOPE OF WORK

| Task | Objectives |
|---|--|
| 2018 budget | <ul style="list-style-type: none">• Verify that 2018 budget in BIAS is same as adopted 2018 budget• Set up monthly projections for General Fund for 2018 for revenue monitoring.• Recommend adjustments to 2018 budget |
| 2017 year-end close out | <ul style="list-style-type: none">• Compile list of Journal entries needed for year end. Make recommendations on possible automation of some recurring journal entries.• Verify Cash balances for Beginning and ending 2017 with reports and GL, Bank |
| BIAS accounting system reporting | <ul style="list-style-type: none">• Look at eliminating need for separate excel reports and use BIAS system reports for monthly updates and budgeting.• Look at ways system may be better utilized |

2. Acceptance of Contract. Contractor contracts with the City upon the terms set forth above and agrees to perform her contractual obligations in an efficient, trustworthy, and businesslike manner consistent with the requirements of State law and City ordinance. Contractor serves at the pleasure of the Mayor to address the needs she identifies.

3. City Property. Contractor acknowledges and agrees that while performing during the term of this contract, the Contractor may be provided with use of computer equipment and other property of the City. The use and possession of such items shall be

subject to any policies, requirements or restrictions established by the City. Such items may only be used in the performance of the Contractor's obligations to the City. On request of the City, the Contractor shall immediately deliver any such items to the City. Upon termination of contract, Contractor shall have the affirmative duty to return any such item to the City whether a request is made or not. The obligation to return City property shall extend to and include any and all memoranda, notes, information, and other work in progress.

4. Compensation. The City shall pay the Contractor an hourly fee of One Hundred Ten Dollars (\$110.00) anticipated not to exceed one-hundred-twenty-five (125) hours for a total of Thirteen Thousand, Seven-hundred Fifty Dollars (\$13,750) as invoiced by the Contractor and dependent on work performed. Travel costs of an estimated three (3) or four (4) trips at \$259 each are anticipated; if an overnight stay is required, an estimated cost of \$125/overnight stay is anticipated. Contractor understands the need for and agrees to the goal of keeping travel costs to the lowest practical minimum.

5. Benefits. Contractor understands and agrees that the Contractor is entitled only to the compensation listed in Section 4 above. Contractor warrants that it is an independent contractor and waives any and all claim to wages and benefits commonly associated with public employment, including but not limited to health, disability, vacation and retirement benefits, and including the right to sue for such compensation.

6. Term of Agreement.

6.1 There shall be no guaranteed term of contract. Contractor and City acknowledge and agree that contract may be terminated at any time by either party by providing seven (7) days written notice. Contractor agrees that upon notice of termination of this Agreement, the Contractor shall use his best efforts to assist in the transfer of knowledge to other City staff as directed by the Mayor, while being compensated per this contract.

6.2 Either party may suspend this Agreement, at its sole discretion, upon one week's advance notice. Such notice shall indicate the anticipated period of suspension. Performance of services under this Agreement shall resume without delay upon mutual acceptance of the end of the suspension period.

7. Notice. Any notice required hereunder shall be delivered or mailed to the following parties at the following addresses:

ANNE SEARS & ASSOCIATES
908 Hufford Place
Port Townsend, Washington 98368-5220

CITY OF MILTON
1000 Laurel Street
Milton, WA 98354

8. Indemnification.

8.1 The Contractor shall defend, indemnify and hold harmless the City, its officers, elected officials, employees, and agents, in any and all claims and suits based upon allegations that the Contractor acted unlawfully or breached the public's trust. The Contractor shall also indemnify and hold harmless the City, City officers, elected officials and agents, from any claims, loss or liability based on or arising out of allegations that the Contractor was an employee of the City.

8.2 The City shall hold harmless, indemnify the Contractor for actions taken with the scope of this contract as an official of the City, and not an employee, under the provisions of Chapter 2.96 of the Milton Municipal Code.

9. General Provisions. For the purpose of this Agreement, time is of the essence. In the event of a dispute regarding the enforcement, breach, default or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial. Venue will be placed in Pierce County, Washington. The parties shall bear their own costs and attorney fees.

9.1 In the event any provision of this Agreement is deemed to be unenforceable, the other provisions of the Agreement shall remain in full force and effect.

9.2 Failure of the City to enforce any terms or provisions of this Agreement shall not be deemed a waiver of said terms or provisions. Waiver of any provision of this Agreement by the City shall only be made in writing. Any such waiver shall be specific only to the provision so listed, and shall not constitute a waiver of any other provision of this Agreement.

9.3 This is the entire agreement between the parties. Any prior understanding, written or oral, is deemed merged with its provisions. This agreement shall not be amended, except in writing, with the express consent of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

CITY OF MILTON
By: 
Mayor Shanna Styron Sherrell

ATTEST/AUTHENTICATED:

By: 
Katie Bolam, City Clerk

APPROVED AS TO FORM:

Back to Agenda

By: 
William L. Cameron, City Attorney

ANNE SEARS & ASSOCIATES
By: 
Anne B. Sears



Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: Mark Howlett, P.E., City Engineer
Date: February 5, 2018
Re: **Public Hearing – Vacation of Portion of Diamond Street West of 10th Avenue**

ATTACHMENTS: See Item 7A

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: Open the Public Hearing, take public testimony and close the Public Hearing for the vacation of a portion of Diamond Street west of 10th Avenue.

Fiscal Impact/Source of funds: As prescribed by Milton Municipal Code, the City will receive from the adjacent property owners \$6,000, which is half the appraised value of the vacated property.

Issue: The City has received a petition to vacate a portion of Diamond Street west of 10th Avenue. Part of the vacation process is holding a public hearing to gather input on the vacation.

Discussion: In accordance with MMC 12.06, the owners of any property immediately adjacent to public right of way may petition the City for vacation of a portion of the public right-of-way. In this case, Alex Hoerling and Jeanette Harding have petitioned the City requesting a street vacation for a portion of undeveloped unopened right-of-way of Diamond Street west of 10th Avenue.

City staff evaluated the request and determined that this portion of Diamond Street is no longer useful to the City as an unopened right-of-way and should be vacated.

On January 2, 2018 the City Council passed a Resolution setting February 5, 2018 as the Public Hearing to take public testimony on this vacation. Later in this agenda, Council will be presented with the 1st Reading of the Ordinance for this action.



To: Mayor Styron Sherrell and City Council Members
From: Mark Howlett, P.E., City Engineer
Date: February 5, 2018
Re: **Ordinance 1st Read – Vacation of Portion of Diamond Street West of 10th Avenue**

ATTACHMENTS: Ordinance
Map

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: No Action. First Read of Ordinance

Fiscal Impact/Source of funds: As prescribed by Milton Municipal Code the City will receive from the adjacent property owners \$6,000, which is half the appraised value of the vacated property.

Issue: The City received a petition to vacate a portion of Diamond Street west of 10th Avenue. City staff evaluated the petition and determined that this portion of Diamond Street is no longer useful to the City as an unopened right-of-way. Passage of an Ordinance is required to complete the vacation process.

Discussion: In accordance with MMC 12.06, the owners of any property immediately adjacent to public right of way may petition the City for vacation of a portion of the public right-of-way. In this case, Alex Hoerling and Jeanette Harding have petitioned the City requesting a street vacation for a portion of undeveloped unopened right-of-way of Diamond Street west of 10th Avenue.

On January 2, 2018 the City Council passed a Resolution setting February 5, 2018 as the Public Hearing to take public testimony on this vacation. Earlier in this agenda, the City Council held the Public Hearing to gather testimony on this vacation. This ordinance is now presented to Council for its first reading.

ORDINANCE _____

**AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON,
VACATING RIGHT-OF-WAY NO LONGER NECESSARY FOR
DIAMOND STREET WEST OF 10th AVENUE.**

WHEREAS, the City Council by the adoption of a Resolution on January 2, 2018, fixed a time and place for a public hearing to vacate the hereinafter described portion of Diamond Street fixing the hearing for 7:00 P.M. on February 5, 2018, said date is not more than sixty days nor less than twenty days after the date of passage of the resolution and fixing the place of hearing at the Milton Council Chambers, 1000 Laurel Street, Milton, Washington; and

WHEREAS, pursuant to RCW 35.79.020, notices for the time and place of the hearing were properly given; and

WHEREAS, all steps and procedures required by law to vacate the hereinafter described portion of Diamond Street have been duly taken and carried out; and

WHEREAS, the adjoining property owner will be required to pay the City \$6,000, an amount that is found to be adequate consideration for the vacated property; and

NOW, THEREFORE, the City Council of the City of Milton, Washington do ordain as follows:

Section 1. That the ~~portion-south half~~ of Diamond Street lying west of 10th Avenue between 10th Avenue and the Interurban Trail right-of-way is hereby vacated, subject to the city retaining an easement ~~or~~ and the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

Section 2. Effective Date. This ordinance shall take effect and be in full force five (5) days from and after publication.

Approved this 19th day of February 2018.

ATTEST

Katie Bolam, City Clerk

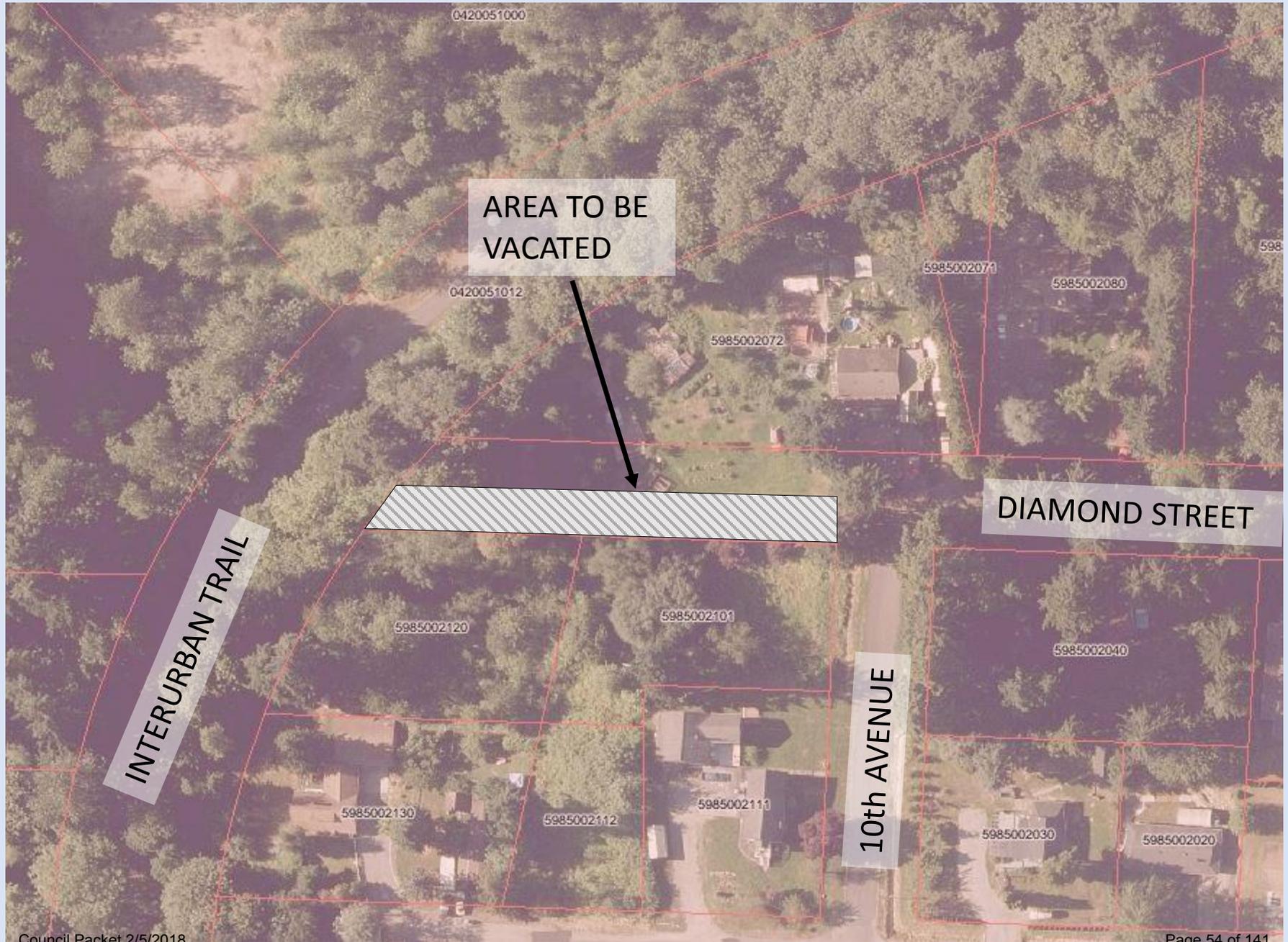
Shanna Styron Sherrell, Mayor

APPROVED AS TO FORM:

William L. Cameron, City Attorney

Published: _____
Effective Date: _____

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AREA TO BE VACATED

INTERURBAN TRAIL

DIAMOND STREET

10th AVENUE



To: Mayor Styron Sherrell and City Council Members
From: Steve Peretti, Public Works Director
Date: February 5, 2018
Re: **Ordinance 2nd Read and Adoption – Comprehensive Plan Amendments – PSRC Certification**

ATTACHMENTS: Ordinance
 Proposed Revisions to City’s Comprehensive Plan

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: I move to adopt the attached Ordinance implementing changes to the City’s 2015 Comprehensive Plan modifying the Land Use and Housing Elements to show a forecasted growth of housing units consistent with that shown in the Transportation Element and updated to reflect the latest Land Use Vision dataset release.

Fiscal Impact/Source of Funds: This change will have no budget impact.

Issue: On December 31, 2015, the Puget Sound Regional Council (PSRC) issued a recommendation to the PSRC Growth Management Policy Board (GMPB), Transportation Policy Board, and Executive Board that the transportation-related provisions of the City of Milton’s 2015 Comprehensive Plan update be conditionally certified as conforming to the Growth Management Act(GMA). The City of Milton’s conditional certification status means that it is not fully certified as complying with the provision of GMA, and as such could result in the City not being eligible for grant opportunities. The PSRC also placed conditions upon the City to amend its Comprehensive Plan to reach full certification status and remain eligible for regional transportation funds.

Discussion: The population projections contained in the City’s 2015 Comprehensive Plan’s Land Use and Transportation Elements are not in agreement with each other, causing the Comp Plan to receive only a Conditional Certification from PSRC.

The Planning Commission passed a motion recommending that the Council direct staff to modify the household growth forecasts in the Land Use and Housing Elements to be consistent with that shown in the Transportation Element (using PSRC’s Land Use Vision dataset, rather than the Land Use Baseline dataset).

This item came before City Council for a Public Hearing and First Read on December 4, 2017.

An updated set of underlined/stricken text amendments to the land use, housing and transportation elements of the City’s Comprehensive Plan are included below.

As another reminder, in 2023, the City will be updating its Comprehensive Plan again (per the 8-year periodic plan update cycle). During this update process, the City, Pierce County, King

County and PSRC will have an opportunity to revisit the City's employment, population, and housing projections. It is likely that these discussions will result in new forecasts that will be provided for review by 2021.

Based on staff's discussions with PSRC, we have been assured that, if the City adopts these recommendations, they will grant us full certification status on our Comprehensive Plan.

**CITY OF MILTON
ORDINANCE _____**

**AN ORDINANCE OF THE CITY OF MILTON,
WASHINGTON, ADOPTING AMENDMENTS TO
THE CITY OF MILTON COMPREHENSIVE PLAN
FOR FULL CERTIFICATION WITH THE GROWTH
MANAGEMENT ACT**

WHEREAS, Milton Municipal Code 17.67 provides the opportunity to make amendments to the Milton Comprehensive Plan and Zoning Map on an annual basis; and

WHEREAS, on December 31, 2015, the Puget Sound Regional Council (PSRC) issued a recommendation to the PSRC Growth Management Policy Board (GMPB), Transportation Policy Board, and Executive Board that the transportation-related provisions of the City of Milton’s 2015 Comprehensive Plan update be conditionally certified as conforming to the Growth Management Act(GMA).; and

WHEREAS, the City of Milton desires to receive full certification of its Comprehensive Plan with the GMA;

WHEREAS, the Planning Commission has recommended revising the housing growth targets in the land use, housing and transportation elements to be consistent with the latest Land Use Vision dataset release for employment and household growth forecasts, which implements PSRC’s VISION 2040 and adopt a population projection for the City based on previous population growth trends in order to receive full certification; and

WHEREAS, a public hearing on these amendments was held on November 8, 2017 by the Planning Commission; and

WHEREAS, the State Department of Commerce has been provided with 60-day notice of intent to adopt comprehensive plan amendments;

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

Section 1. Findings. The above recitals are hereby adopted by reference as legislative findings in support of this ordinance. The City Council further enters the following additional findings:

A. The Comprehensive Plan amendments set forth herein bear a substantial relation to the public health, safety and welfare.

B. The Comprehensive Plan amendments set forth herein are in the best interest of City of Milton residents.

C. The Comprehensive Plan amendments set forth herein satisfy all relevant criteria for approval and adoption.

D. The Comprehensive Plan amendments set forth herein have been processed, reviewed, considered and adopted in material compliance with all applicable state and local procedural requirements, including but not limited to the requirements codified in Chapter 36.70A RCW and Chapter 35A.63 RCW.

E. All relevant procedural requirements of the State Environmental Policy Act have been satisfied with respect to this ordinance.

Section 2. Adoption. The City hereby adopts revised Element 02– Land Use, Element 03 – Housing and Element 04 – Transportation as attached to this ordinance.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall take effect and be in full force 5 days after its adoption.

PASSED AND APPROVED by the City Council of the City of Milton, Washington, at a regularly scheduled meeting this_____.

CITY OF MILTON

Shanna Styron Sherrell, Mayor

ATTEST/AUTHENTICATED:

Katie Bolam, City Clerk

Approved as to form:

William L. Cameron, City Attorney

Date of Publication:
Effective:

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Element 02– Land Use

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 - Amending Urban Growth Area
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 - Special Planning Areas

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5. Growth and Change

The ~~office~~ Office of Financial Management (OFM) is tasked, under GMA, with providing population ~~estimates~~ projections for ~~the Cities and~~ Counties. These ~~estimates~~ projections, ~~along with the~~ associated data, ~~and~~ development and market trends, are then used by the PSRC and the counties to determine appropriate ~~housing~~ growth forecasts ~~and targets~~ for the counties and cities.

Table LU-3 below, identifies the City's historical census population counts, as well as ~~intercensal~~ estimates ~~of population and housing~~ by OFM. ~~Also included in Table LU-3 are forecasted housing growth targets prepared by PSRC, and projected population for the years 2025-2040 prepared by the City of Milton. For the purposes of this Comprehensive Plan, these figures are combined into one table but should not be used comparatively due to the differing methodology in their preparation. See the text above Table 12 of the housing element for more information. The forecasted housing growth targets prepared by PSRC are useful for determining transportation impacts at a regional level, whereas the City has chosen to prepare its own future population projections to plan for demand for local services, and forecasted growth targets by PSRC.~~

Table LU-3—Population

| Year | 1990* | 2000* | 2010* | 2011** | 2012** | 2013** | 2014** | 2020*** | 2030*** | 2035*** | 2040 |
|------------|-------|-------|-------|--------|--------|--------|--------|---------|---------|---------|-------|
| Population | 4,995 | 5,795 | 6,968 | 6,975 | 6,985 | 7,185 | 7,265 | 7,452 | 8,483 | 8,884 | 9,335 |

* Decennial Census

** Washington Office of Financial Management (OFM) Estimate

*** Puget Sound Regional Council (PSRC) Forecast

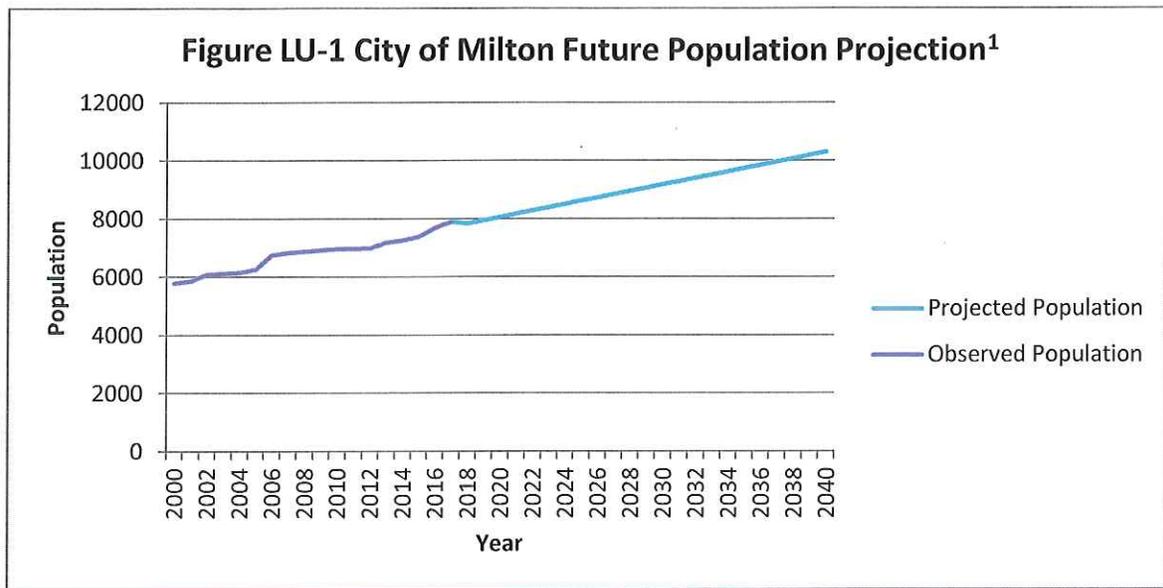
| | and Households | | | | | | | | | | |
|------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|--------------------|--------------------|---------------------|
| Year | 1990 ¹ | 2000 ¹ | 2010 ¹ | 2011 ² | 2012 ² | 2013 ² | 2014 ² | 2025 | 2030 | 2035 | 2040 |
| Population | 4,995 | 5,795 | 6,968 | 6,975 | 6,985 | 7,185 | 7,265 | 8,628 ³ | 9,187 ³ | 9,747 ³ | 10,307 ³ |
| Households | | 2,197 | 2,988 | | | | 3,041 | 3,544 ⁴ | 3,557 ⁴ | 3,553 ⁴ | 3,549 ⁴ |

¹ Decennial Census

² Washington Office of Financial Management (OFM) Estimate

³ City of Milton Population Projection

⁴ Puget Sound Regional Council (PSRC)—Land Use Vision dataset, Fall 2017



¹This population projection was prepared by the City of Milton using a linear growth model assuming a consistent growth trend of that seen between the years 2000-2017 based on OFM estimates. The City of Milton amended its Comprehensive Plan in December, 2017, to resolve its Comprehensive Plan certification through PSRC. As such, additional data available from the Office of Financial Management (OFM) was available to inform its population projection.

The Growth Management Act (GMA) requires cities to encourage new development to locate in urban areas where adequate public facilities exist, or can be provided in an efficient manner. To accomplish this, cities in coordination with the County, have designated a countywide urban growth area (UGAs). Within this UGA are Cities and their associated Potential Annexation Areas (PAAs)

The GMA sets forth guidelines for the sizing of PAAs for counties and cities. King and Pierce counties’ countywide planning policies provide a framework from which county and city comprehensive plans are developed and adopted. The framework is intended to ensure consistency between the comprehensive plans of the county and its municipalities. Additionally, the countywide planning policies provide guidance regarding the process and criteria for establishing PAAs.

The Puget Sound Regional Council (PSRC) is a regional planning organization consisting of King, Pierce, Kitsap and Snohomish County. Through the adoption of Vision 2040, the PSRC implements regional policies related to transportation planning, economic development, and growth management.

Based on the requirements contained within the GMA and King and Pierce County county-wide planning policies, Milton has designated a PAA which is shown in the Future Land Use Map, LU-2. The location, use, density, and intensity of future growth identified in this map, was created to successfully establish the type of development envisioned by its citizens and to accommodate the City’s growth projections.

In order to provide for coordinated and efficient regional growth, Milton coordinates its growth [allocations with the growth projections created by the Puget Sound Regional Council](#)

~~and administered by the assumptions with targets adopted by King and Pierce counties in their County's~~ Countywide Planning Policies. The projected growth is measured in the form of ~~additional~~ dwelling units and ~~employment capacity~~ ~~additional jobs~~. ~~Capacity to accommodate the targets was evaluated in the, and measured by a~~ Buildable Lands Reports ~~adopted by each of the counties as~~ required by the GMA.

~~For the Pierce County portion of Milton, the target is for the city to add 240 housing units between 2008 and 2030. For the King County portion of Milton, the target is for the city to add 50 housing units between 2006 and 2031. The adopted targets are consistent with Milton's role in the Regional Growth Strategy as a Small City.~~

Both Pierce and King Counties create a Buildable Lands Report as a tool for ~~evaluating the ability of local plans and regulations to accommodate targeted growth based on actual development trends~~ ~~determining appropriate growth projections~~. This report identifies the cumulative capacity for employment and residential growth in the County Comprehensive Urban Growth Area, which includes the cities and towns and their associated PAAs.

The Buildable Lands analysis identifies vacant and underutilized land, suitable for development or redevelopment. Land "suitability" takes into consideration estimates of how critical areas protection, land that might be needed for public purposes (e.g. parks, storm drainage), and land needed for future streets will effect development of these vacant and underutilized parcels. It also means adjusting the amount of vacant and underutilized land using a market factor or discount factor to exclude land that, based on historical trends is not reasonably expected to become available for sale or lease during the planning horizon. This land is then compared to the City's development trends, and regulations, to determine the City's employment and dwelling unit capacity.

The City also utilizes the Buildable Lands Reports as a planning tool to determine if the City can accommodate ~~the growth projections for the City~~ ~~its growth targets~~. Planning for sufficient future capacity provides assurance that the City can achieve its vision for the future while accommodating it's proportionate share of regional growth allocations.

As mentioned above, planning for growth ~~projections-targets~~ takes the form of comparing ~~Employment-employment~~ and ~~Dwelling-dwelling Unit-unit~~ need and the City's capacity to provide for employment and housing units, based on current zoning regulations and space available for development. When discussing "allocations", this is the amount of regional growth that has been assigned to Milton by the applicable county ~~in the form of adopted growth targets~~. ~~Allocations-Under the GMA, targets represent~~ are the minimum amount of growth we are required to accommodate.

~~On the other hand, PSRC has created a "forecast" which is a closer estimation of reality. In adopting future growth targets, the City has adopted the PSRC "forecasts" instead of the County's "allocation". The information below shows how the City meets both the~~

requirements of the County allocation and the adopted growth targets in the PSRC forecasts. PSRC produces forecasts of future growth that incorporate data from the growth targets along with planned levels of growth included in the Regional Growth Strategy in VISION 2040. The city has used both PSRC, and eCounty and State sources for information about how much growth to anticipate in the future.

~~Table s LU-4 through LU-8 shows are separated by County and PSRC Projections and compared against~~ the City's housing unit capacity, as determined through the GMA required buildable lands review.

Employment Capacity

Employment capacity of the City is determined by first determining the amount of "underutilized" land in the Business (B), Mixed Use Town Center (MX), and Light Industrial (M-1). The term "underutilized" refers to a particular piece of property can be developed in a manner that would support more jobs, than it currently provides. "Potential employment capacity" is the amount of jobs a property can provide if redeveloped under current development regulations, assumptions about development trends, and a regionally applied jobs per square foot of gross floor area standard. "Current employment provided" uses the same analysis above, with the main difference being the gross building square footage. By comparing potential employment capacity for a particular piece of property, with the currently provided employment, a ratio can be determined. This ratio is used to set a threshold for a property being classified as "underutilized".

The amount of underutilized land is then reduced according to local development regulations, critical area constrains, and an additional reductive factor is included to achieve a net acreage of land that is considered underutilized. Vacant land, the applicable zoning districts is also identified.

The final net underutilized acreage of vacant and underutilized is then compared to the same regionally applied jobs per square foot of gross floor area standard, used above, to determine a city's employment capacity.

For the Pierce County portion of Milton, the target is for the city to add 444 jobs between 2008 and 2030. For the King County portion of Milton, the target is for the city to add 160 jobs between 2006 and 2031. The targets are consistent with Milton's role in the Regional Growth Strategy as a Small City.

Tables LU-4 through LU-7 below, identify the City's employment need, as identified by the King and Pierce County Countywide Planning Polices and the PSRC forecast projections, as well as the City's employment capacity

Pierce County:

| Table LU-6-4 Pierce County <u>City of Milton</u> : Employment Needs <u>in City of Milton</u> | | | | | |
|---|---|-------------------------------------|---|---------------------|-----------------------------|
| 2010 Total Employment Estimate ¹ | Adopted 2030 Total Employment Target ² | Total Employment Growth (2010-2030) | Adjusted Employment Growth ³ | Displaced Employees | Additional Employment Needs |
| 1,855 | 2,337 | 482 | 424 | 161 | 584 |

1. PSRC ~~Land Use Targets~~ 2010 Covered Employment Estimate.

2. Adopted by Ordinance No. 2011-36s.

3. The total employment allocations are reduced by 12.1% to account for mobile workers and work-at-home employees for the commercial/industrial land needs analysis.

| Table LU-5 City of Milton <u>Pierce County</u> Employment Capacity <u>in City of Milton</u> | | | | |
|--|-----------------|-----------|--------------------|---------------------|
| Type | Zoning District | Net Acres | Employees per Acre | Employment Capacity |
| Commercial | MX | 2.15 | 19.37 | 42 |
| | B | 83.86 | 19.37 | 1,624 |
| | CF | 1.61 | 19.37 | 31 |
| Industrial | M-1 | 58.15 | 8.25 | 480 |
| Total Employment Capacity | | | | 2,177 |

*Numbers are rounded and may not calculate correctly as shown.

King County:

| Table LU-6 King County Employment Needs and Summary <u>in City of Milton</u> | |
|--|-----------------|
| <u>Growth Target Update, 2006 to 2012</u> | |
| Jobs Growth Target (2006-2031) | 160 |
| <u>Jobs Changes, 2006-2012:</u> | |
| Plus Annexation Area Target | 0 |
| Plus Job Loss, 2006-2012 | 17 |
| Net Adjustment to Target | 17 |
| | |
| Net Adjustment to Target | 17 |
| Remaining Target (2012-2031) | 177 |
| 2006 Job Capacity | 2,470 |
| | (from 2007 BLR) |
| Six-year adjustment to capacity*** | 17 |
| Final 2012 Job Capacity | 2,487 |
| Surplus/Deficit Capacity | 2,310 |

Puget Sound Regional Council

The PSRC is tasked with creating growth targets for King, Pierce, Kitsap and Snohomish County produces forecasts and projections of future growth in households and employment. These are adopted to assure that local comprehensive plans align with PRSR's VISION 2040's Regional Growth Strategy. This assures efficient and coordinated regional growth, consistent the goals of the GMA. The Land Use Vision dataset, which is based on county adopted growth targets and the Regional Growth Strategy in VISION 2040, is most applicable to local comprehensive planning. The resulting employment growth allocation for Milton is shown in table LU-7. As shown in tables 5 and 6 above the City has the ability to accommodate 4,487 jobs, which exceeds the forecasted 20-year-growth of 899 between the years 2014 and 2035, forecasted by PSRC.

| Table LU-7 PSRC Combined Employment Growth Allocation | | | | | |
|---|-------|-------|-------|-------|-------|
| Year | 2010 | 2014 | 2020 | 2030 | 2035 |
| Employment | 2,003 | 2,413 | 2,829 | 3,049 | 3,312 |

Residential Housing Unit Capacity

The ability of the City of Milton to accommodate anticipated population housing unit growth depends on two factors: the quantity of developable land and achieved densities. The City's residential housing unit capacity if is fully analyzed in the Housing Element (see Tables 10 and 11). Table LU-8 below identifies the results of this analysis, and shows the City's ability to accommodate the City's proportionate share or of residential housing growth in the region.

Further analysis of the City's residential Capacity can be found in the Housing Element

| Table LU-8 Housing Unit Capacity | |
|----------------------------------|------------------------------|
| | Capacity |
| King County | 388 units ¹ |
| Pierce County | 602 units ² |
| PSRC (City Wide) | 990 units 2,254 people |

¹ 2014 King County Buildable Lands Report, see Housing Element Table 11

² 2014 Pierce County Buildable Lands Report, see Housing Element Table 10

Amending the Potential Annexation Area

A City's existing PAA currently abuts the Cities of Fife, Tacoma, and Federal Way. Expansion or alteration of the City's PAA requires coordination with the neighboring City and approval by the County council. There is also a portion of PAA, along the City's westernmost boundary, that is identified as "UGA Overlap Area". This is an area of unresolved PAA, meaning that it "could" belong to either City. In order to provide the appropriate level of urban services to

Element 03 – Housing

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 - Puget Sound Regional Council Forecast

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- Figure ~~4~~1 – Ethnicity within City of Milton
- Figure 5 – City of Milton Future Population Projection

the amount of growth each county is expected to accommodate for the next planning period, which is 2015 to 2035. The coordinating committees work together to determine how much growth should be allocated each City within the county. This process is designed to make sure that population is allocated consistent with the Countywide Planning Policies and Vision 2040. The allocations are the minimum requirements a jurisdiction must ensure that they have capacity to accommodate during the 20-year planning horizon. Determining if a jurisdiction has capacity is determined through the Buildable Lands Report which shows if a jurisdiction has capacity to meet the allocations. ~~In Milton's case, the City was allocated a much smaller share of regional growth than is forecasted (from the Puget Sound Regional Council) based on regional growth patterns. As such, the allocation from the County cannot be accurately compared to the forecast from the Puget Sound Regional Council.~~

The "forecasted" ~~population-housing unit~~ growth is created by the Puget Sound Regional Council. This process uses a model called the UrbanSim model, which looks as-at the City's housing "allocations", development regulations, available land, and regional development trends. ~~As mentioned above, the "forecast" by PSRC may be a more reliable expectation of forecasted growth than the "allocations" adopted in the CWPPs.~~

~~Since the City cannot accurately compare~~The King and Pierce County Housing-housing Unit-unit allocations ~~to the PSRC Forecast, these~~ are split out and discussed separately below. The discussion below shows the City of Milton meeting the housing unit allocation for King and Pierce County, ~~as well as the Population forecast created by PSRC.~~

Pierce County Housing Allocation

Below is the housing capacity, as identified in the 2014 Pierce County Buildable Lands Report. This table was created by the Pierce County Buildable Lands program, in consultation with its cities and towns. The complete analysis is contained in the 2014 Pierce County Buildable Lands Report. Tables 9 and 10 below shows the outcome of the 2014 Buildable Lands Report which identifies the Pierce County portion of the City as having enough capacity to accommodate the Housing-housing Unit-unit allocation in the Pierce County Countywide Planning Policies. The City needs 181 additional housing units between 2010 and 2030 to meet its housing growth target of 240 and has capacity for 602 additional housing units.

| <u>Housing Growth Target 2008-2030¹</u> | <u>2008 Total Housing Units¹</u> | 2010 Total Housing Units ^{2,4} | 2030 Total Housing Units Needed ^{1,2} | Additional Housing Needed (2010-2030) | Displaced Units | Total Housing Units Needed |
|--|---|---|--|---------------------------------------|-----------------|----------------------------|
| <u>240</u> | <u>2,539</u> | 2,724 | 2,779 | 55 | 126 | 181 |

¹ Adopted by Pierce County Ordinance No. 2017-24s

² 2010 Census

| Table 10 – Pierce County Buildable Lands: Housing Unit Capacity | | | | | | |
|---|--------------------|-----------------|---------------|--|-----------------------|------------------|
| Zoning District | Adjusted Net Acres | Assumed Density | Unit Capacity | One Dwelling Unit per Vacant (Single Unit) Lot | Pipeline ¹ | Housing Capacity |
| RS | 83.30 | 3.25 | 271 | 32 | 25 | 328 |
| RM | 27.22 | 8 | 218 | 0 | 0 | 218 |
| RMD | 3.90 | 8 | 31 | 4 | 0 | 35 |
| MX | 2.65 | 8 | 21 | 0 | 0 | 21 |
| Total Housing Capacity | | | | | | 602 |

Based on Pierce County’s analysis, the City of Milton maintains a 421 housing surplus once the total housing needs (181 housing units) is subtracted from the total housing capacity (602 units).

King County Allocation

The 2014 King County Buildable Lands Report utilized an abridged version of the buildable lands update for smaller cities like Milton.

In doing this, it was first determined that development regulations had not been drastically changed since the last report was completed in 2006.

It was then determined how many new homes were built in the King County portion of Milton. The capacity and target contained in the 2006 report was then modified to reflect the changes in the reporting period.

Table 11 below shows the outcome of the 2014 King County Buildable Lands Report which identifies the King County portion of the City as having enough capacity to accommodate the Housing-housing Unit-unit allocation in the King County Countywide Planning Policies.

| TABLE 11 – King County Buildable Land Analysis | | |
|--|-----------|-------------|
| <i>Growth Target Update, 2006 to 2012</i> | | |
| Housing Growth Target (2006-2031) | | 50 |
| <i>Housing Unit Change: 2006-2012</i> | | |
| Net New SF Units Permitted | 2 | |
| Net New MF Units Permitted | 30 | |
| Net New Units, Annex Area | 0 | |
| Net New Units (2006-2012) | 32 | |
| Plus Annexation Area Target | 0 | |
| Net Adjustment to Target | 32 | |
| Net Adjustment to Target | | (32) |
| Remaining Target (2012-2031) | | 18 |

| | |
|--------------------------------------|-----|
| Housing Capacity (units, 2006) | 420 |
| Less 2006 - 2011 Units Permitted | -32 |
| Total Capacity (units, 2012) | 388 |
| Remaining Housing Target (2012-2031) | 18 |
| Surplus/Deficit Capacity | 370 |

Puget Sound Regional Council Population and Housing Forecasts

The Puget Sound Regional Council produces forecasts and projections of future growth in households and employment provides two data sets for Cities to use in updating their comprehensive plans. The Land Use Vision dataset (which is based on county adopted growth targets and the Regional Growth Strategy in VISION 2040) is most applicable to local comprehensive planning. The first data set utilizes the numbers from the adopted Countywide Planning Policies. As mentioned above, these numbers only identify the City’s “allocation” under the Countywide Planning Policies for each County. The other data set produced by the PSRC is a regional growth forecast. This data is created by looking at the City’s development regulations, underutilized land, and regional development trends to create a “forecast” for regional growth.

Table 12 below shows data from the Decennial Census, Office of Financial Management, Puget Sound Regional Council, and a projection of future population for the years 2025-2040 prepared by the City of Milton.

The population projection is produced using a linear growth model assuming a consistent growth trend of that seen between the years 2000-2017 based on OFM estimates. The City of Milton amended its Comprehensive Plan in December, 2017, to resolve its Comprehensive Plan certification through PSRC. As such, additional data available from the Office of Financial Management (OFM) was available to inform the City’s population projection.

PSRC also provides the City with a projection of population growth based on their household forecasts, assigning a household size to the City’s household forecasts that shows a sharp decrease in the number of people living in each household, consistent with their assumptions at a regional level (over the next twenty years, people will be having less children and fewer people will be occupying each household).

The forecasted housing growth targets prepared by PSRC are useful for determining transportation impacts at a regional level as it is anticipated that in the planning horizon people will use other modes of transit or commute less (telecommute). However, future population projections assist the City in planning for demand for local services, and thus a more realistic

projection is necessary. As such, the City has opted to create a population projection consistent with previous growth trends. These data sources are denoted below as footnotes to Table 12, and it should be cautioned not to use these figures too comparatively, due to the differing methodology in their preparation.

Table 12 below identifies the forecast created by the PSRC which is the population the City of Milton has adopted for the 2035 growth target. According to this table, the City will need to accommodate 1,619 additional people by the year 2035.

| Table 12 Population and Households | | | | | | | | | | | |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|--------------------|--------------------|---------------------|
| Year | 1990 ¹ | 2000 ¹ | 2010 ¹ | 2011 ² | 2012 ² | 2013 ² | 2014 ² | 2025 | 2030 | 2035 | 2040 |
| Population | 4,995 | 5,795 | 6,968 | 6,975 | 6,985 | 7,185 | 7,265 | 8,628 ³ | 9,187 ³ | 9,747 ³ | 10,307 ³ |
| Households | | 2,197 | 2,988 | | | | | 3,041 | 3,544 ⁴ | 3,553 ⁴ | 3,549 ⁴ |

¹ Decennial Census

² Washington Office of Financial Management (OFM) Estimate

³ City of Milton Population Projection

⁴ Puget Sound Regional Council (PSRC)—Land Use Vision dataset, Fall 2017

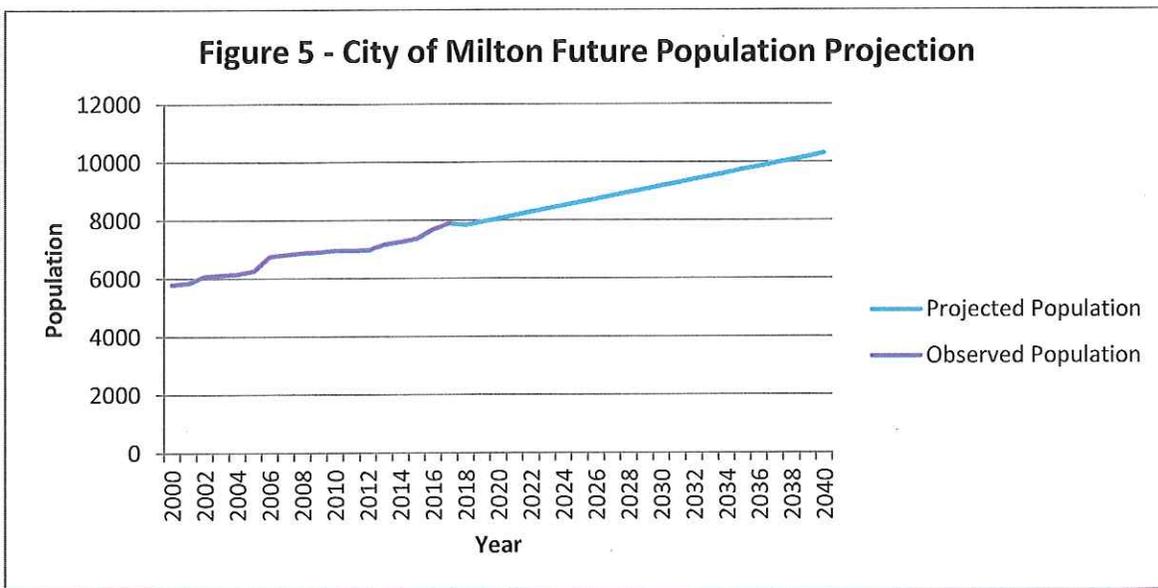
Table 12 — Population Forecasts

| | 2000* | 2010* | 2014** | 2020*** | 2030*** | 2035*** | 2040*** |
|------------|-------|-------|--------|---------|---------|---------|---------|
| Population | 5795 | 6968 | 7265 | 7452 | 8434 | 8884 | 9335 |

* Decennial Census

** Office of Financial Management official estimate

*** PSRC Forecast



According to Table 12, the City may need to accommodate 2,482 additional people by the year 2035, assuming Milton's population growth trends continue. According to the 2000 and the 2010 Census the City's occupied households contained 2.39 (2000), and 2.4 (2010) people per household. The 2000 and 2010 census also identified a vacancy rate of 4.5% (2000) and 5.8% (2010). According to table 10 and 11 above, the City has the Total capacity for 990 (Pierce and King County combined) homes. By averaging the vacancy rates identified for years 2000 and 2010 above (5.15%) which corresponds to an occupancy rate of 95.85%, and multiplying this (94.85%) by the total housing capacity of 990, it is estimated that Milton can provide for 939 occupied dwelling units. With each occupied dwelling unit containing an average of 2.4 people per household, the City ~~can~~may accommodate 2,254 additional people, which is ~~greater~~less than the ~~expected~~projected population growth of ~~1,619~~2,482 ~~(PSRC)~~ in the 20-year planning horizon between 2015 and 2035. This is noted for a specific reason: users of this comprehensive plan should understand the reliability and the limitation of population projections. Population projections for smaller population groups (such as cities) are less accurate than those at the regional or state level, because errors at the city level tend to cancel each other out when aggregated to regions or states. Population projections for longer time periods (such as this planning horizon of two decades) are also less accurate because of the compounding effects of incorrect assumptions over times, and short term changes in economic factors that are hard to predict or quantify (such as the recent recession).

Element 04 – Transportation

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Map T-5 – Future 2035 Baseline Conditions PM Peak Hour LOS

Map T-6 – Planned Bicycle Network

Map T-7 – Recommended Improvements

Map T-8 – Future Conditions PM Peak Hour LOS with Improvements

5. Future Conditions Analysis (2035)

This section identifies the future transportation needs for the City of Milton in order to accommodate increased travel demands resulting from population and employment growth, retail development and regional traffic. The analysis provides a forecast of 2035 traffic growth, characterizes future traffic operations, identifies non-motorized needs, and recommends a list of transportation system improvements.

Population, Households and Employment Changes

The City's future transportation system will be affected by population and employment growth, both at the local and regional level.

The City of Milton has a role in the regional growth strategy identified by the Puget Sound Regional Council (PSRC) to accommodate its share of growth as [a Small City](#) envisioned in the PSRC's *VISION 2040 Regional Growth Strategy*. [The city also has the responsibility under the GMA to plan for land use and transportation consistent with growth targets adopted in King and Pierce counties.](#) Table 5 shows the 2014 and 2035 population, housing and employment forecasts used in the transportation analysis. [The population and housing data can be found in Table LU-3 of the Land Use Element, and the employment data can be found in Table LU-7 of the Land Use Element. Estimated future conditions are derived from the PSRC Land Use Baseline forecast. Growth in households and jobs, the most important determinant of travel demand, as reflected in this forecast, is generally consistent with the housing and employment targets for the 20-year planning period.](#)

;

Table 5. 2014 and 2035 Population, Households and Employment

| Category | 2014 | 2035 |
|------------|-------------------------|-------------------------|
| Population | 7,265 ¹ | 8,8849,747 ² |
| Households | 3,2993,041 ¹ | 3,603,5535 ³ |
| Employment | 2,413 ³ | 3,312 ³ |

Source:

¹ [Washington Office of Financial Management \(OFM\) Estimate](#)

² [City of Milton Population Projection](#)

³ [Puget Sound Regional Council \(PSRC\) – Land Use Vision dataset, Fall 2017](#)

Planned Regional Projects

Forecasted region-wide population and employment growth will increase traffic volumes throughout the region. The City has worked with the Washington State Department of Transportation (WSDOT), Sound Transit, Pierce County, King County and adjacent cities to plan for future regional improvements to the transportation system. The analysis of the future transportation system assumes the development of the regional transportation network.

SR 167 Extension – WSDOT plans to extend SR 167 from the City of Sumner to SR 509 near the Port of Tacoma. The SR 167 Extension would include new interchanges at Valley Avenue E/Freeman Road E, I-5 (near 70th Avenue E), and a half interchange at 54th Avenue E (south of 4th Street E). This project is expected to improve congestion and to reduce cut-through and truck traffic from Milton's roadways.

Meridian Avenue E (SR 161) Widening – The second phase of the WSDOT-planned improvements would widen and improve Meridian Avenue E between 24th Street E and 36th Street E, providing additional capacity along the corridor.

Back to Agenda Bill



Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: William L. Cameron, City Attorney
Date: February 5, 2018
Re: **Ordinance 2nd Read/Adopt – Street Vacation of Portion of Emerald Street – Falk Development, Inc.**

ATTACHMENTS: Ordinance
Committee Report on Public Hearing

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: I move to approve the attached Ordinance vacating right-of-way no longer necessary for Emerald Street between 28th Avenue and Meridian and lying three feet south of the south sidewalk, as more particularly set forth herein.

Financial Impact: None

Issue: A more complete explanation of the current situation with the Falk Development property at Meridian and Emerald was provided to Council on January 2, at which time Council approved Resolution 18-1898 authorizing a concomitant agreement with Falk Development.

The vacation of the now unused portion of Emerald Street is now before Council.

Discussion: A Public Hearing by Committee was held to take any public testimony on January 16, 2018, as provided by previous resolution. The Committee Report on that Public Hearing is included here. There was one public comment, a clarification, and no objection was made to the proposed vacation.

ORDINANCE _____

**AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON,
VACATING RIGHT-OF-WAY NO LONGER NECESSARY FOR
EMERALD STREET BETWEEN 28TH AVENUE AND MERIDIAN
AND LYING THREE FEET SOUTH OF THE SOUTH SIDEWALK,
AS MORE PARTICULARLY SET FORTH HEREIN.**

WHEREAS, the City Council by the adoption of a Resolution on December 4, 2017, fixed a time and place for a public hearing to vacate the hereinafter described portion of Emerald Street fixing the hearing for 7:00 PM on January 16, 2018, or as soon thereafter as the public may be heard; said date is not more than sixty days nor less than twenty days after the date of passage of the resolution and fixing the place of hearing at the Milton Council Chambers, 1000 Laurel Street, Milton, Washington; and

WHEREAS, pursuant to RCW 35.79.020, notices for the time and place of the hearing were properly given; and

WHEREAS, all steps and procedures required by law to vacate the hereinafter described portion of Emerald Street have been duly taken and carried out; and

WHEREAS, the execution of a Concomitant Agreement with Falk Development, Inc. is found to be adequate consideration for the vacated property; and

NOW, THEREFORE, the City Council of the City of Milton, Washington do ordain as follows:

Section 1. That the portion of Emerald Street lying more than three feet south of the present south sidewalk on Emerald street between 28th and Meridian is hereby vacated, subject to the city retaining an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

Section 2. Effective Date. This ordinance shall take effect and be in full force five (5) days from and after publication.

Approved this 5th day of February 2018.

ATTEST

Katie Bolam, City Clerk

Shanna Styron Sherrell, Mayor

APPROVED AS TO FORM:

William L. Cameron, City Attorney

Published: _____

Effective Date: _____



COUNCIL COMMITTEE REPORT on PUBLIC HEARING

Special Meeting
Tuesday, January 16, 2018
7:00 p.m.

ROLL CALL

Present: Councilmembers Whalen, Johnson

Absent: Mayor Pro Tem Hutson

Staff Present: City Attorney Cameron, Public Works Director Peretti, City Clerk Bolam

Representatives: Falk Development, Inc. attorney Terry Brink

OPENING

City Attorney Cameron opened the Public Hearing at 7:00 pm.

OVERVIEW

Director Peretti provided a brief explanation of the proposed street vacation of a portion of Emerald Street between 28th and Meridian.

Mr. Brink confirmed Falk Development’s desire to see this portion of roadway vacated.

CITIZEN COMMENTS

| Speaker | Comments |
|-----------------|--|
| Kathy Gillespie | Bottom right corner of photo – building pictured – staff confirmed that building is no longer in existence |

CLOSING

City Attorney Cameron closed the Public Hearing at 7:06 pm.

Back to Agenda Bill



Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: William L. Cameron, City Attorney
Date: February 5, 2018
Re: **Contract for Services – East Pierce Fire & Rescue**

ATTACHMENTS: Contract for Services, with Exhibit A, Fee Schedule

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: I move to approve the attached Contract for Services with East Pierce Fire & Rescue, allowing for the services of fire prevention, plan review, investigation, and other services as detailed within for properties within the City of Milton, and fire suppression and EMS services to all City buildings and facilities, and affirm the Mayor’s signature on said contract.

Financial Impact: The fee schedule included as Exhibit A details reasonable fees associated with the services provided. The City will collect the “pass through” fees, retaining 20% as an administrative service charge.

Issue: The City has been in negotiations with East Pierce Fire & Rescue for several years to replace the expired contract governing the relationship of services and leasing.

Discussion: The City has reached and executed an agreement amendable to both parties relating to the fire services provided by EPFR and associated fees.

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

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

RECITALS

A. The City is within the boundaries and service area of the District.
B. The City desires the continuation of fire prevention, plan review, investigation and other services from the District, within the City, and fire suppression and EMS services to all City buildings and facilities, and the District is in agreement to provide such services to the City for the considerations set forth herein.

C. Both Parties desire to replace the post-annexation agreement dated October 1, 2012 by the City and October 16, 2012 by the District with this new agreement for services.

In consideration of the mutual benefits described above the City and the District ("the Parties") agree as follows:

AGREEMENT

A. Services and Fees.

1. **Services.** The District agrees to provide to the City, complete fire prevention and fire investigation services within the boundaries of the City. Such services shall include but not necessarily be limited to the following: development plan review and approval, fire investigations, testing of sprinkler systems in new construction, inspection and testing of fire alarm systems for certification in new construction. The District shall conduct fire code inspections as requested by the City's Public Safety Officials to mitigate life safety hazards. The District maintains the right to do annual life safety inspections per the International Fire Code as staffing becomes available throughout the District.
2. **Fees.** The District will adopt reasonable fees associated with these services at the same level as the rest of the District. The City will collect the "pass through" fire permit and plan review fees, but will retain 20% of said fees as an administrative service charge to offset the tracking/routing services. The remainder of the fees collected shall be paid by the City to the District once per quarter. The City and the District will cooperate to regularly update the fees to remain reasonable. A copy of the initial fee schedule is attached hereto as Exhibit A.
3. **Fire Protection of City Owned Facilities.** The District shall provide timely and responsive fire suppression and EMS services to all City buildings and facilities at no cost to the City.
4. **Hydrants.** The City owns and operates a water system and it is agreed that the City is in the best position to provide hydrant testing. The City will test hydrants in accord with relevant standards.

B. City Employees CPR Training. The District will provide one CPR class per year for City Employees at no cost to the City.

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

D. Fire Station. The City and the District have executed a lease agreement for the Milton Fire Station.

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

F. Third Party Rights. Nothing in this agreement confers any right to any third-party.

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

To The City:

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

To The District:

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

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

I. Binding Nature. All rights and obligations arising out of this Interlocal Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.

J. Captions. The captions and paragraph headings of this Interlocal Agreement are

inserted for convenience only and shall not be deemed to limit or expand the meaning of any term or provision of this interlocal agreement.

K. Partial Invalidity. Every provision of this Agreement is intended to be severable. If any term or provision is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of such provision for any other reason or the legality or validity of the remainder of this Interlocal Agreement.

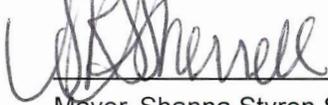
M. Warranty and Representation of Authority. The Parties each represent to the other that the person or persons executing this Interlocal Agreement have the authority to do so and to bind the Parties to this Interlocal Agreement. All consents, permissions and approvals related to entering into this Interlocal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

N. Term. This Interlocal Agreement shall be effective for 5 years commencing January 1, 2018 and automatically renewed for an additional five year period on January 1, 2023 Provided, neither Party has given the other written notice of objection to the automatic renewal of this agreement no later than 90 days prior to the end of the five year term. Unless terminated, this agreement shall automatically renew for additional five year terms thereafter, subject to termination by timely written objection as set forth in this paragraph.

O. Potential Annexations. The Parties understand and agree that as the City annexes additional areas those areas automatically become part of the District per state statute. The Parties further agree that the City's northern potential annexation area can be serviced by the 'District with current resources, but that the City's western annexation area may be difficult for the District to serve and may require a longer response time. At the City's request, the District will undertake review and discussion regarding contracting with western area current service providers if annexations take place.

P. Building Heights. The District has no issue with the City increasing building heights. New buildings would be protected by automatic sprinkler and fire alarm systems. It is noted that taller buildings may impact the City's insurance rating, and require the District to place an additional ladder truck into service at such time as District has available funding.

CITY OF MILTON



Mayor Shanna Styron Sherrell

Date: 1-5-18

ATTEST/AUTHENTICATED:



Katie Bolam, City Clerk

APPROVED AS TO FORM

William L Cameron, City Attorney

EAST PIERCE FIRE & RESCUE



Dale Mitchell, Board Chairman

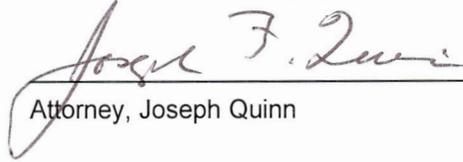
Date: 1/3/18

ATTEST/AUTHENTICATED:



Michelle Hollon, Secretary

APPROVED AS TO FORM



Attorney, Joseph Quinn

Exhibit A
Milton Fire Prevention Fees 2018

| Title | Rate/Fee/Charge |
|---|---|
| Fire Marshal Plan Review Fee | 40% of Building Permit Fee |
| Fire Sprinkler System | |
| Residential (1-2 family dwelling units) —1 hour minimum plan review | \$284.00 for first 10 heads plus \$1.07 for each additional head plus plan review fee at \$85/hour |
| Commercial — 2 hour minimum plan review | \$284.00 for first 10 heads plus \$1.07 for each additional head plus plan review fee at \$85/hour |
| Fire Alarm | |
| Residential (1-2 family dwelling units) | \$284.00 plus \$1.55 per device |
| Commercial / Multi Family | \$574.00 plus \$1.55 per device |
| Tenant Improvement, Alteration, or Remodel | \$477.00 plus \$1.55 per device |
| Fire Suppression (other than Sprinklers) | |
| Includes hood and duct and alternative fire-extinguishing systems | \$284.00 plus plan review fee at \$101/hour (2 hr. minimum) |
| Re-inspection Fee | \$101/hour |
| Other Inspections and Fees | |
| Inspections outside of normal business hours (3 hours minimum) | \$111/hour minimum \$324 |
| Inspection for which no fee is specifically indicated 1 hour minimum) | \$101/hour |
| Additional plan review required by changes, additions or revisions to plans after 2 reviews. (1 hour minimum) | \$101/hour |
| Fire & Life Safety Inspection (annual) | 0-5000 SF – \$154 5001- 7,500 SF - \$216 7501-12,000 - \$309 12,001-15,000 - \$436 15,000 + - \$680 |
| Site Plan | \$284 |
| Developer Agreement | \$284 |
| Pre-Application/Construction | \$284 |
| Short Plat | \$101 |
| Alteration/amendment of Short Plat (0-4 lots) | \$101 |
| Subdivision | \$284 |
| Alteration/amendment of Subdivision (5+ lots) | \$284 |

Fees to be adjusted annually by the annual rate of inflation as based on the Seattle CPI-U, June to June.



Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: William L. Cameron, City Attorney
Date: February 5, 2018
Re: **Lease Agreement – East Pierce Fire & Rescue**

ATTACHMENTS: Lease Agreement

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: I move to approve the attached Lease Agreement with East Pierce Fire & Rescue, detailing the terms and conditions by which EPFR and the City of Milton will utilize the fire station building, and affirm the Mayor's signature on said contract.

Financial Impact: The City will realize an increase in revenue to the 2018 General Fund of \$1,308.44 in monthly rental fees. There is a provision for an annual increase equal to the CPI-U index, and a provision for a late payment charge.

Issue: The City has been in negotiations with East Pierce Fire & Rescue for several years to replace the expired contract governing the relationship of services and leasing.

Discussion: The City has reached and executed an agreement amendable to both parties relating to the utilization and associated rent for the fire station building.

Lease Agreement

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

FUNDAMENTAL LEASE PROVISIONS

DATE OF LEASE: January 1, 2018.

PREMISES: The premises is the fire station identified on Attachment "1" of approximately 6,212 SF of space and located at 1000 Laurel Street, City of Milton, State of Washington 98354. The station is located on property legally described as lots 20-25 and the eastern 20 feet of lot 19, Block 11, Map of Milton. The Tenant may also use necessary parking for on duty personnel and necessary access.

The Premises will be cohabitated by the Landlord and Tenant as identified in Attachment "2".

LANDLORD: City of Milton, a Washington municipal corporation, by Office of the Mayor, 1000 Laurel Street, Milton, WA 98354

TENANT: East Pierce Fire and Rescue, a Special Purpose Fire District of the State of Washington by Chair Board of Commissioners, East Pierce Fire and Rescue, 18421 Veterans Memorial Drive East Bonney Lake, WA 98391

LEASE COMMENCEMENT: January 1, 2018

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

TENANT EXPENSES: Tenant to pay any leasehold tax on base rent and the janitorial and routine maintenance of the demised space. Tenant shall also pay the utility billings of the entire building.

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

DATE OF POSSESSION: At Lease Commencement

BEGINNING MONTHLY RENT: \$1,308.44

USE OF LEASED PREMISES: District Fire Station

GENERAL PROVISIONS:

1. Use: Tenant shall have the right to use the Premises only for the purpose expressly set forth in the Fundamental Lease Provisions and for no other purpose.
2. Term: The Lease Term is perpetual until terminated as provided for herein. The Term of this Lease shall commence on the date set forth in the Fundamental Lease Provisions.
3. Rent: Tenant shall pay to Landlord, without prior demand, deduction or set off, as follows:
 - 3.1 \$1,308.44 per month for the first twelve (12) months. The monthly rent shall increase annually on the first day of January by an amount equal to the change in the June Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bremerton, for the previous year.
 - 3.2 Rent is due on or before the 15th day of the month.
 - 3.3 Any installment of Rent or other sums due Landlord not received by Landlord within Five (5) days of the due date for the payment shall constitute a late payment. A late payment charge of two-hundred and fifty (\$250.00) Dollars shall be assessed. Acceptance of any such late charge by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount.
4. Assignment and Subletting: This lease is specific to the Tenant and Tenant shall not have the right to assign, mortgage, or hypothecate this Lease or permit use of the Premises by any person(s) entity or sublet all or any part of the Premises without Landlord's prior written consent. Landlord's written consent shall not be unreasonably withheld. Any assignment by Tenant shall not release Tenant from its primary liability under this Lease.
5. Conduct of Business: Tenant shall promptly comply with all laws, ordinances, orders and regulations affecting the leased Premises and the building in which the same are situated. Tenant shall not perform any acts or carry on any practices that may injure adjoining Tenants or be a menace or nuisance to other persons or businesses in the area or disturb the quiet enjoyment of any person. Tenant shall not commit or allow to be committed any waste in or upon the Premises or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose.
6. Hold Harmless: The Parties agree to indemnify, defend and hold harmless the other from any and all claims arising from the individual Party's use of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by the Party in or about the Premises. The Tenant shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease

or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any claims or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons on the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting wherein said damage or injury arises out of Landlord's negligence.

7. Liability and Property Damage Insurance: Tenant, at its own expense, shall provide and keep in force with companies acceptable to Landlord, comprehensive general liability insurance for the benefit of Landlord and Tenant jointly, which policies shall insure against liability for bodily injury to one or more persons in any one occurrence as well as property damage per occurrence in a single limit, combine policy amount of not less than ONE MILLION AND NO/100 Dollars (\$1,000,000.00). Tenant shall furnish Landlord with a certificate of such policy within Thirty (30) days of the Lease Commencement and whenever required shall satisfy Landlord that such policy is in full force and effect. No policy shall be cancelable or subject to a reduction of coverage without Thirty (30) days prior written notice to Landlord. All such policies shall be written as primary policies and not in excess of coverage, which Landlord may carry.
8. Landlord Expenses: Landlord shall be responsible for paying all property expenses including but not limited to landscape and building maintenance, building and casualty insurance, all utility expenses not designated as Tenant Expenses and any other costs associated with the ownership of the building.
9. Care and Surrender of Premises: Tenant has examined the Premises and accepts them in their present condition, and will at all times keep the Premises in a neat, clean and sanitary condition. Tenant agrees to repair any damage to the Premises arising from removal or relocation of its equipment, fixtures or personal property.
10. Alterations or Improvements:
 - 10.1 No Alterations. Tenant shall not make any alterations, additions, renovations or improvements in or to the Premises without first obtaining the written consent of the Landlord. All alterations which shall be made shall be at the sole cost and expense of Tenant and shall, at Landlord's option, immediately become a part of the real property and belong to Landlord without payment of any consideration and shall remain in and be surrendered with the Premises as a part thereof at the expiration or sooner termination of this Lease.
 - 10.2 Exterior Storage. Tenant agrees it will not store vehicles, material, equipment or other items outside the fire station. Tenant will not obstruct the use of parking, landscaping or other areas not included in the use and occupancy of the fire station.

- 10.3 Indemnification. Tenant agrees to indemnify and hold Landlord and its employees free and harmless from, and against, any and all damage, injury, loss, liens, cost and/or expenses (including attorney's fees) arising, claimed or incurred by reason of such alterations even if such alterations have been approved by or supervised by Landlord, its agents or contractors.
11. Mechanic's Liens: Tenant agrees to keep all of the leased Premises and every part thereof free and clear from any and all mechanic's, materialman's and other liens for work or labor done, services performed, materials, appliances, transportation or power contributed, used or furnished to be used in or about the leased Premises to or on the order of Tenant, and at all times Tenant shall promptly and fully pay and discharge any and all claims upon which any such lien may or could be based. No liens of any character whatsoever created or suffered by Tenant shall in any way, or to any extent, affect the interest or rights of Landlord in any buildings or other improvements on or about the leased Premises, or attached to or affect Landlord's title to or rights in the leased Premises.
12. Fire and Casualty Damage: If the leased Premises are damaged by fire or casualty, but are not rendered untenable in whole or in part, Landlord shall have the option to cause such damage to be repaired from the insurance proceeds paid pursuant to such damage and the rent shall not be abated. If by reason of such occurrence or occurrences the leased Premises shall be rendered untenable either in whole or in part, Landlord likewise shall have the option to cause the damage to be repaired, in which case the Minimum Monthly Rent provided hereunder shall be abated proportionately as to the portion of the leased Premises rendered untenable. In the event the destruction of the Premises is to an extent of ten (10%) percent or more of the full replacement cost then Landlord shall have the option; (1) to repair or restore such damage, this lease continuing in full force and effect but the rent to be proportionately reduced as hereinabove in this paragraph provided; or (2) to give notice to Tenant at any time within sixty (60) days after such damage terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. Landlord shall not be required to repair any injury or damage by fire or other cause or to make any repairs or replacements of any leasehold improvements, fixtures or other personal property of Tenant. In no event shall Landlord be liable to make repairs costing in excess of the insurance proceeds paid to Landlord as a result of the damage or destruction.
13. Default: If Tenant shall default in the payment of any rent or charge or sum of money due and such default shall continue for a period of FIVE (5) days after written notice thereof from Landlord, or if Tenant shall default in the performance or observance of any other term, covenant, agreement or obligation of this Lease to be performed or observed by Tenant, and such default shall continue for a period of TEN (10) days after written notice thereof by Landlord, then Landlord shall have, in addition to any other remedies available at law, without further notice to Tenant

and without barring later election of any other remedy, any one or more of the following remedies at Landlord's election:

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

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

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

13.4 All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, or equity. Landlord and Tenant further agree that in the event Tenant breaches this Lease or any covenant, term or condition hereunder, and abandons the leased Premises, or any portion thereof, this Lease shall continue in force and effect so long as Landlord does not terminate Tenant's right to possession, as set forth in this Lease. Acts of maintenance or preservation, or efforts to relet the leased Premises, or the appointment of a Receiver upon the initiation of the Landlord to protect the Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, or if Landlord incurs any expense, including attorney fees, in instituting proceedings, or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or expense paid by Landlord, with all interest, costs and damages, shall be due immediately from Tenant to Landlord at the time the same is paid, and if not so immediately paid by Tenant, shall bear interest at the rate of one percent (1%) per month or fraction thereof

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

15. Rights Reserved by Landlord:

- 15.1 Tenant agrees to permit Landlord or the authorized representative of Landlord to enter the leased Premises at all reasonable times during usual business hours for the purposes of: (a) inspecting the same, (b) making such repairs or reconstruction required or permitted by Landlord; and (c) performing any work therein that may be necessary by reason of Tenant's default under the terms of this Lease, without prior written notice thereof to Tenant.
- 15.2 Landlord is hereby given the right during usual business hours to enter the leased Premises and to exhibit the same for purposes of sale, lease or mortgage, and during the last TWO (2) months of the Term of this Lease, to exhibit the same to any prospective tenant.
16. Loss and Damage: Landlord shall not be liable for any damage or theft to property of Tenant, or of others located on the leased Premises. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface, or from any other place or by dampness or by any other cause of whatsoever nature unless due to the willful negligence of Landlord. Landlord shall not be liable for any such damage caused by other Tenants or persons in the leased Premises, occupants of adjacent property, of the building, or the public, or caused by operations in construction of any private, public or quasi-public work unless due to the willful negligence of Landlord. Landlord shall not be liable for any latent defect in the leased Premises unless due to the willful negligence of Landlord, All property of Tenant kept or stored on the leased Premises shall be kept or stored at the risk of Tenant.
17. Miscellaneous Provisions:
- 17.1 Lease Binding on Successors. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and each of their heirs, personal representatives, successors and assigns, subject to the provisions of this Lease.
- 17.2 Attorney Fees. In the event that legal proceedings are brought or commenced to enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party all costs and expenses of such proceedings, including its actual attorney fees, whether or not any proceedings are prosecuted to judgment. Any causes of action are to be brought in Pierce County, Washington.
- 17.3 Notices. Any notice or demand required or permitted by law or by any of the provisions of this Lease shall be in writing. All notices or demands shall be deemed to have been properly given when served personally on the Tenant/Landlord or when sent by registered or certified mail, postage prepaid, addressed to the address set forth in the Fundamental Lease Provisions.

- 17.4 Partial Invalidity. If any term, covenant or condition of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.
- 17.5 Agreements in Writing. It is understood that there are no oral agreements between the Parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. It is further agreed by and between the Parties hereto that there shall be no modification or amendment of this Lease, except as may be executed in writing between all Parties hereto.
- 17.6 Headings and Captions. The headings or captions of paragraphs in this Lease are for convenience and reference only, and they in no way define, limit or describe the scope or intent of this Lease or the provision of such paragraphs.
- 17.7 Time. Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.
- 17.8 Performance and enforcement of this Lease. Any proceedings regarding this Lease shall be in Pierce County, Washington.

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

TENANT:

LANDLORD:

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

City of Milton, a municipal corporation

X Dale J. Mitchell

X Shanna Sherrell

By: Dale T. Mitchell

By: Shanna Sherrell

Its: Commissioner/Chairman

Its: Mayor

Date: 1-3-18

Date: 1-5-18

ACKNOWLEDGEMENTS

STATE OF WASHINGTON

)ss.

COUNTY OF PIERCE

On this 3rd day of January, before me personally appeared Dale T. Mitchell, to me known to be the Commissioner/Chairman of East Pierce Fire and Rescue., the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the use and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said entity.

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

Signature: Michelle L. Hollon

Name: (print) Michelle L. Hollon

NOTARY PUBLIC in and for the State of Washington, residing at Bonny Lake
My appointment expires: 12/24/2021
STATE OF WASHINGTON



)ss.

COUNTY OF PIERCE

On this 5th day of January, 2018, before me personally appeared Marci Mayer, to me known to be the Mayor of the City of Milton, Washington, the government entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purpose therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said entity.

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

Signature: Marci Mayer

Name: (print) Marci Mayer

NOTARY PUBLIC in and for the State of Washington, residing at Milton WA
My appointment expires: Aug 13, 2018



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Fire Department Co-Habitation Proposal

Prepare by Chief Hernandez

1000 Laurel Street Milton WA Fire Station Structure Contains 6,212 Square Feet of rentable space.

Market Analysis Summary as of 2016 \$4.00 Per Square Foot "Pg 26 Valbridge Property Advisors Report "

*As of Section 3.1 of lease agreement Pg 2 (CPI-U) for 2017 increased by 3%.

*New Value as of June 2017 \$4.12 Per Square Foot.

- A. Dedicated City Space Upstairs Space (2) 18 X 7 = 252 Ft
- B. Dedicated City Upstairs Entry 7 X 10 = 70 Ft
- C. Dedicated City Training Room, Hallway Office Spaces, Bathroom 42 X 28 = 1,176 Ft
- D. Dedicated City Engine Bay at North East End of the Engine Bays 21 X 43 = 903 Ft

Shared Kitchen and lounge Area Space

- E. Lounge 15 X 17 = Total 255 Ft \ 2 =(127.5) Ft *Changed to Dedicated Fire Space.
- F. Kitchen Area 12 X 12 =144 Ft\ 2 = City /Share (72) Ft *Changed to Dedicated Fire Space. Added
*199.5 ft to total fire Dept. Foot Print.

Rentable square Footage Total building 6,212 Ft - City Shared and dedicated 2,600.5 Ft

*New Dedicated City Space Change 2,401.00 Ft

Remaining Space Total 3,611.5 X \$4.00 = Annual Rent \$14, 446.00 / 12 Months Fire Dept.

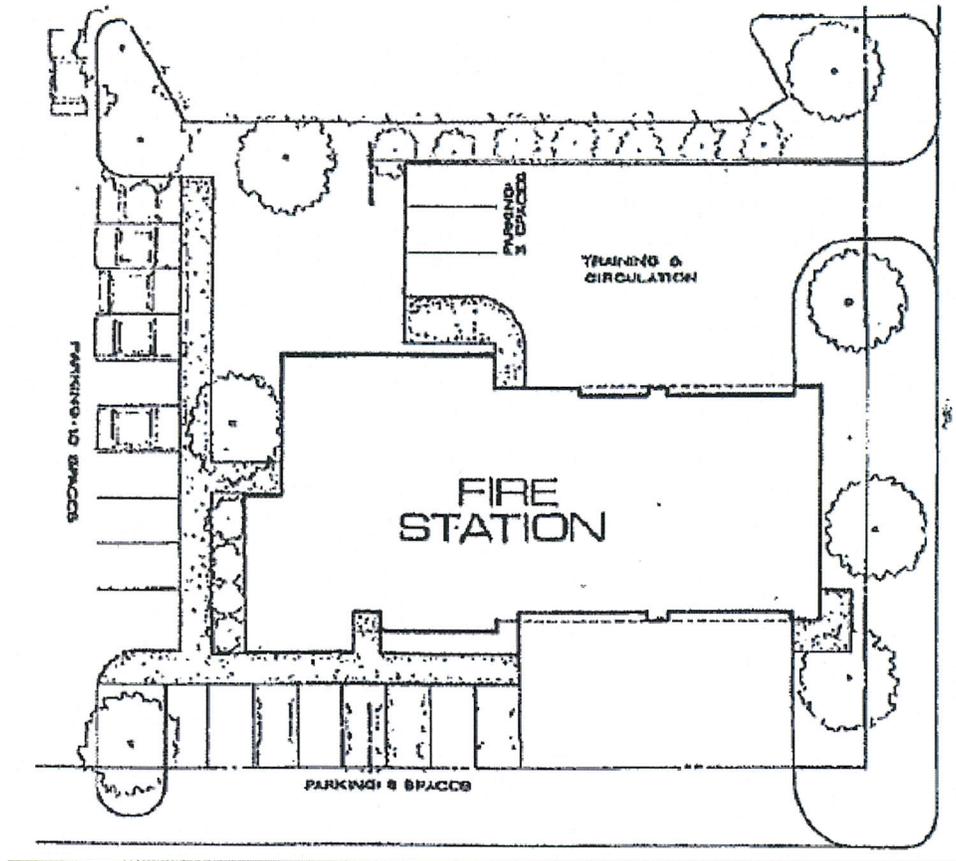
*New Space Calculations Total Fire Dept. 3,811 X \$4.12 = Annual Rent of \$15,701.32 / 12 Months =
Fire Dept.

Estimated Monthly Rent = \$1,203.83

*New Estimated Monthly Rent = \$1308.44

12/11/2017

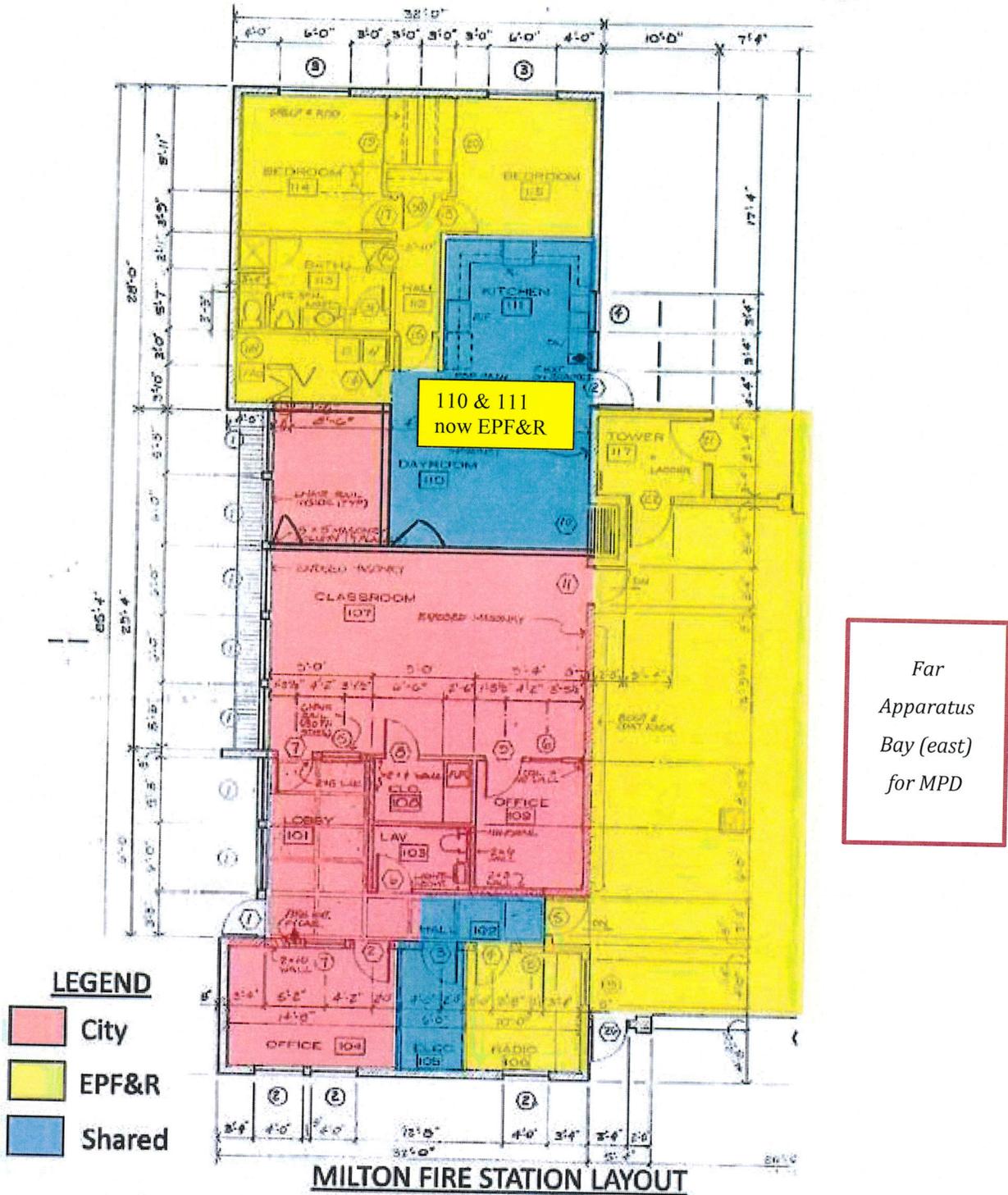
Attachment 1
Map of Station and Grounds
1000 Laurel Street, Milton, WA



Laurel Street

Attachment 2

Fire Station Co-habitation Plan



Back to Agenda Bill



Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: Steve Peretti, Interim Finance Director
Date: February 5, 2018
Re: Amending the Fee Schedule

ATTACHMENTS: Resolution adopting the Fee Schedule

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: I move to adopt the updated Fee Resolution as presented.

Fiscal Impact/Source of Funds: This change reflects the current fee schedule associated with the Contract for Services with East Pierce Fire & Rescue.

Issue: On January 5, 2018, the City and East Pierce Fire & Rescue executed a contract for services of fire prevention, plan review, investigation, and other services for properties within the City of Milton, for which the City will collect and pass-through associated fees, retaining 20% for administrative costs. These fees need to be accurately reflected on the City's Fee Schedule, as per the attached resolution.

**City of Milton
Resolution No. 18-xxxx**

| | | |
|---|--|------------------------|
| A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, AMENDING RESOLUTION NO. 17-1890 ADOPTED ON August 7, 2017, AND REPEALING ALL PRIOR VERSIONS OF THE FEE SCHEDULE. | | |
| THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS: | | |
| Section 1. | | |
| TABLE # | SECTION | PAGE |
| I | Business Licenses | 1 |
| II | Administrative & Publications | 3 |
| III | Recreation | 4 |
| IV | Public Safety | 6 |
| V | Zoning, Land Division, Environmental, & Planning | 8 |
| VI | Building & Fire Safety | 10 |
| VII | Transportation, Engineering, Utilities, & Utility Connections | 17 |
| 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 |
| | <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. | |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------|---|---|
| II | Administrative & Publications | |
| All Depts | Administrative Fee for all reimbursable expenses | 15% per consultant billing and/or other reimbursable event, not to exceed \$100 per invoice |
| | Photocopying 8.5x11 and 8.5x14 - 11x17 will be charged as two (2) 8.5x11s | \$0.15 per page |
| | Copies on compact disc | Copy charges plus actual cost of disc |
| | Copies on Thumdrive | Copy charges plus actual cost of disc |
| | Scanning up to 11x17 size | \$0.10 per page |
| | Photocopying or scanning documents larger than 11x17 | Actual costs for items sent to outside printing company |
| | Files uploaded to email, cloud-based data storage, or other means of electronic delivery | \$0.05 per each four (4) electronic files or attachment |
| | Transmission of public records in an electronic format, or for use of City equipment to send records electronically | \$0.10 per gigabyte |
| | Mailing costs for public records, including container or envelope and postage/delivery charge | Actual costs |
| | 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 |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------|---|--|
| | 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 | |
|---------|---|--|
| 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. | |
| | 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 |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------------|--|--|
| | 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 |
| | | |
| 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 |
| | | |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------------|---|--------------------------------------|
| | 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 | |
| | 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. | |
| | 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 |
| | 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 |
| | | |

**City of Milton
Resolution No. 18-xxxx**

| 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 | |
| | Parks Impact Fee | Per MMC 13.45.030 |
| | 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 |
| | Impact Fee Deferral Application | \$250 |
| | | |
| | 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 |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------|--|---|
| | 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 |
| | 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. |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------|---|--|
| Fire | Fire Marshal Plan Review Fee | 40% of Building Permit Fee |
| | Fire Sprinkler System | |
| | Residential (1-2 family dwelling units) – 1 hour minimum plan review Commercial – 2 hour minimum plan review | \$199.00 \$284.00 for first 10 heads plus \$1.03 \$1.07 for each additional head plus plan review fee at \$99.00- \$85.00/hr |
| | Fire Alarm | |
| | Residential (1-2 family dwelling units) | \$199.00 \$284.00 plus \$1.55 per device |
| | Commercial / Multi Family | \$464.00 \$574.00 plus \$1.55 per device |
| | Tenant Improvement, Alteration, or Remodel | \$386.00 \$477.00 plus \$1.55 per device |
| | Fire Suppression (other than Sprinklers) | |
| | Includes hood and duct and alternative fire-extinguishing systems | \$199.00 \$284.00 plus plan review fee at \$99.00- \$101.00/hour (2 hr. min) |
| | Re-inspection Fee | \$101.00/hour |
| | Other Inspections and Fees | |
| | Inspections outside of normal business hours (3 hours minimum) | \$111.00/hour, minimum \$324.00 |
| | Inspection for which no fee is specifically indicated (1 hour minimum) | \$101.00/hour |
| | Additional plan review required by changes, additions or revisions to plans after 2 reviews (1 hour minimum) | \$101.00/hour |
| | Fire & Life Safety Inspection (annual) | |
| | 0-5000 SF | \$154.00 |
| | 5001-7,500 SF | \$216.00 |
| | 7,501-12,000 SF | \$309.00 |
| | 12,001-15,000 SF | \$436.00 |
| | 15,000+ | \$680.00 |
| | Site Plan | \$284.00 |
| | Developer Agreement | \$284.00 |
| | Pre-Application/Construction | \$284.00 |
| | Short Plat | \$101.00 |
| | Alteration/amendment of Short Plat (0-4 lots) | \$101.00 |
| | Subdivision | \$284.00 |
| | Alteration/amendment of Subdivision (5+ lots) | \$284.00 |
| Planning | Energy Code Plan Review | \$99/hr, 1hr minimum |
| | Demolition or Building Move | \$457.00 |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------------|---|---|
| | 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) |
| | 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) |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------------|--|--|
| | 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 |
| | \$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 |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------------|---|--|
| | \$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 |
| | 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 |

City of Milton
Resolution No. 18-xxxx

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------------|--|-----------------|
| | 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 |
| | 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 | |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------------|---|-----------------|
| | 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 | |
| | 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 |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------------|---|--|
| | 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 | |
| | 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> | \$102.00 |
| | - Permit | |
| | Service Installation Fee (includes connecting meter and meter box) | |
| | 5/8" meters | \$2,128.00 |

**City of Milton
Resolution No. 18-xxxx**

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------------|--|--|
| | 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 \$2,128.00 |
| | Drop Meter Fee | |
| | Standard residential 5/8" meters | \$428.00 |
| | Larger meters | Actual cost plus 15% overhead cost |
| | System Development Charges – per building | |
| | 5/8" meter size | \$4,403.00 |
| | 1" meter size | \$7,350.00 |
| | 1-1/2" meter size | \$14,659.00 |
| | 2" meter size | \$23,465.00 |
| | greater than 2" meter | Calculated upon request |
| | Temporary Water Meter attached to fire hydrant | \$36.00 |
| | Rental rate for duration of project | |
| | <u>Meter Size</u> | \$25.00 |
| | 5/8" | \$36.00 |
| | 1" | \$51.00 |
| | 2" | \$102.00 |
| | 3" + | |
| | Deposit | |
| | <u>Meter Size</u> | |
| | 5/8" | \$51.00 |
| | 1" | \$102.00 |
| | 2" | \$255.00 |
| | 3" + | \$305.00 |
| | (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) | \$102.00 / unit |
| | non-residential(includes multiple family larger than four-plex and all commercial) | \$204.00 / 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 |
| | Door Hanger Fee | \$10.00 |
| | Reconnection Fee | |
| | during normal working hours | \$51.00 |
| | after normal working hours | \$188.00 |

City of Milton
Resolution No. 18-xxxx

| Primary Dept. /Code Ref. | Title | Rate/Fee/Charge |
|--------------------------|--|-------------------------------|
| | Special requested meter readings | \$15.00 |
| § 13.08 | <u>Electric (per unit)</u> | |
| | Permit | \$102.00 |
| | Connection Fee | |
| | Underground | \$611.00 |
| | Overhead | \$764.00 |
| | Distribution | \$255.00 |
| | Temporary Power | \$25.00 minimum |
| | (not to exceed 12 months of usage, usage exceeding \$25 in value will be billed to the customer at the current rate) | |
| | Reconnection Fee | |
| | during normal working hours | \$51.00 |
| | after normal working hours | \$188.00 |
| | 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 | \$51.00 |
| | dump truck | \$51.00 |
| | compactor machine | \$8.00 |
| | pickup truck | \$10.00 |
| | derrick digger | \$71.00 |
| | vactor truck | \$102.00 |
| | line truck | \$65.00 |
| | PASSED AND APPROVED at a regular meeting of the Council of the City of Milton, this _____ day of _____, 2017. | |
| | Attest: | Approved: |
| | _____ | _____ |
| | Katie Bolam, City Clerk | Shanna Styron Sherrell, Mayor |
| | <i>Filed with the City Clerk: 2/5/2018</i> | |
| | <i>Passed by the City Council: 2/5/2018</i> | |
| | <i>Resolution No. 18-xxxx</i> | |

Back to Agenda Bill



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To: City Council Members
From: Mayor Styron Sherrell
Date: February 5, 2018
Re: **City Administration Reorganization**

ATTACHMENTS: Proposed Revisions to the City of Milton’s Organizational Structure

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Action: Review for approval each of the attached Agenda Action Items.

Fiscal Impact/Source of Funds: Addressed within each component of this Proposal

Issue: It is my intention in the role of Mayor to delegate my routine administrative authority to a Management Services team.

Background: The current organizational structure, as inherited by me, is that the Mayor acts as a full-time CEO, with authority delegated in my absence to Police Chief and acting City Administrator Tony Hernandez. The Public Works Director, Finance Director, City Clerk, and City Attorney round out the Senior Management Team.

The position of City Administrator was last vacated in February 2014. It was removed as an FTE in the 2015 budget, and it was removed from the Wage Scale in the 2017 Budget.

In March 2016, City Council confirmed Chief Tony Hernandez as City Administrator in the absence of the Mayor. There was no associated financial impact, and City Administrator was not an officially-recognized position within the budget.

Discussion: I have had extensive conversations with senior staff about the best overall plan for the smooth continuity of Milton government, carefully balancing the needs of the city with its available resources, both human and monetary. I am pleased to present to City Council and Milton citizens my proposed reorganizational structure.

Chief Hernandez’ expertise in Public Safety makes him an obvious fit to oversee emergency management and the fire prevention services contract, while of course continuing in his role as Police Chief. Public Works Director Steve Peretti’s knowledge and experience in finance and utility and technical infrastructure result in a newly-proposed role as Municipal Services Administrator. William Cameron maintains his position as our part-time City Attorney. The positions of Finance Director and City Clerk/Human Resources Generalist remain, while we are actively recruiting to fill those vacancies.

There are a series of steps needed to implement the end goal, and the following Agenda Action Items address each one in sequence.

2018 ORGANIZATIONAL CHART



City of Milton, 1000 Laurel Street, Milton, WA 98354 – 253-922-8733 – cityofmilton.net

Mayor Shanna Styron Sherrell



Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: William L. Cameron, City Attorney
Date: February 5, 2018
Re: **Ordinance – Relating to the Appointment of Exempt Employees**

ATTACHMENTS: Proposed Ordinance

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: I move to waive the 1st Read, accept this as the 2nd Read, and adopt the Proposed Ordinance relating to the appointment of exempt employees and officers, amending sections 2.06.010, 2.08.010, 2.82.002 and 2.82.003 of the Milton Municipal Code, and adding two new sections to Chapter 2.82 of the Code.

Fiscal Impact/Source of Funds: No financial impact

Issue: The current Code doesn't allow the City flexibility in filling some specific job duties, nor does it allow the City to assign City Administrator duties to multiple officers.

Discussion: The proposed ordinance will allow for the separation of the jobs of City Clerk, Personnel Director, and Public Records Officer. While it may continue to benefit the City to employ one person for all three roles, this removes the necessity to change the Code if there's ever a decision to separate them.

The proposed ordinance will also allow the functions of a City Administrator to be split among multiple officers.

Finally, it clarifies that the City Attorney and City Clerk positions are subject to Council confirmation, as are officers in the role of City Administrator.

This ordinance sets the framework for the action items to be presented following this one. The following action items cannot take place at this meeting unless Council chooses to waive the 1st Read and adopt this ordinance at this meeting. Alternatively, Council can choose to not take action at this meeting, discuss the overall proposal, and move to adopt at the February 20 meeting.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO THE APPOINTMENT OF EXEMPT EMPLOYEES AND OFFICER AND AMENDING SECTIONS 2.06.010, 2.08.010, 2.82.002 and 2.82.003 OF THE MILTON MUNICIPAL CODE; ADDING TWO NEW SECTIONS TO CHAPTER 2.82 OF THE CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, it is necessary from time to time to revise the organizational structure of the City and to designate and change responsibilities for the efficient and economical operation of the City; and

WHEREAS the following changes are intended to empower the Mayor with sufficient authority to efficiently and effectively run the City while maintaining adequate accountability to the citizens and City Council.

NOW, THEREFORE,

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

Section 1. Sections 2.82.002 and 2.82.003 of the Milton Municipal Code be, and the same hereby are, recodified as 2.20.010 and 2.20.020 and amended to read as follows:

~~2.82.002~~ 20.010 City clerk.

~~Shall be~~The City Clerk is the custodian of the city seal. Among other duties that may be assigned by the mayor from time to time, the city clerk performs a variety of professional support work developing, implementing and overseeing the services, programs and activities of the city clerk's office. ~~City and managing city council meetings management~~ including legal notices, agenda packet preparation, ordinances, resolutions, contracts, and minutes. ~~Acts as public records~~

~~officer, including personnel records. Administers the hiring practices of the city. The Clerk's appointment is confirmed by the City Council.~~ (Ord. 1886 § 3, 2016).

~~2.82.003~~ 20.020 Treasurer - Finance director.

~~Among other duties that may be assigned by the mayor from time to time, t~~The treasurer or finance director compiles, organizes, and publishes the city budget, including monthly and quarterly reports, and fully detailed annual statement. ~~;~~ **M**aintains the fiscal records and systems of the city and supervises department staff. ~~;~~ **D**irects the accounting and reporting operations and the cash management functions. ~~and~~ **M**onitors financial trends and budgeted revenues and expenditures. (Ord. 1886 § 3, 2016).

Section 2. Section 2.06.010 of the Milton Municipal Code be, and the same hereby is amended to read as follows:

2.06.010 City administrator.

A. There is created the office of city administrator, which office shall be filled by appointment by the mayor, subject to confirmation by the city council. The city administrator shall serve at the pleasure of the mayor; and the term of employment, including tenure, may be specified by a contract executed by the mayor subject to the approval of a majority of the city council.

B. The city administrator is responsible for providing assistance to the mayor in the administration of city government. The city administrator will be responsible for the line management of all city departments, including accountability for their performance. All authority and responsibility of the city administrator is subject to the direction, authority and supervision of the mayor.

C. The duties of City Administrator may be divided between two or more officers. (Ord. 1686 § 1, 2006).

Section 3. Section 2.06.010 of the Milton Municipal Code be, and the same hereby is amended to read as follows:

2.08.010 Appointment authorized.

The mayor is empowered to appoint an attorney in accordance with the provisions of RCW [35A.12.020](#) subject to confirmation by the City Council. (Ord. 160 § 1, 1934).

Section 4. There are hereby added two new sections to Chapter 2.82 of the Milton Municipal Code to read as follows:

2.82.006 PUBLIC RECORDS OFFICER. The City shall appoint a Public Records Officer who shall serve at the pleasure of the Mayor. Such Officer shall be responsible for the City's compliance with the Public Records Act and Public Disclosure Act. This position may be combined with another position.

2.82.007 PERSONNEL DIRECTOR – HUMAN RESOURCE OFFICER. The City shall appoint a Personnel Director or Human Resource Officer who shall serve at the pleasure of the Mayor. Such officer shall be charges with overseeing all matters relating to the employment and termination of City employees and officers including the negotiating and management of collective bargaining agreements. This position may be combined with another position.

Section 4.~~Section 4.~~Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

~~Section 5.~~Section 6. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title. This ordinance does not affect the employment of any current employee or officer.

Passed by the Milton City Council the _____ day of February 2018, and approved by the Mayor, the _____ day of February 2018.

SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

KATIE BOLAM, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

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BY _____
WILLIAM L. CAMERON, CITY ATTORNEY

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



Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: William L. Cameron, City Attorney
Date: February 5, 2018
Re: **Ordinance – 2018 Budget Amendment #1**

ATTACHMENTS: Ordinance with Proposed Changes to Monthly Wage Scale

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: I move to waive the 1st Read, accept this as the 2nd Read, and adopt the attached ordinance amending the 2018 Budget by altering the Monthly Wage Scale to add the positions of Municipal Services Administrator (1 FTE) and Public Safety Administrator (.35 FTE) at a salary range of \$92,400 to \$128,000, and make other minor changes as highlighted.

Fiscal Impact/Source of Funds: There is no immediate fiscal impact. Funding for these positions will be allocated according to the duties assigned to the persons filling the roles, and subject to Council confirmation.

Issue: The recent adoption of the 2018 Budget document included the Monthly Wage Scale, which reflected the structure of the previous administration. The current Mayor would like to change the structure to include the duties of a City Administrator, split between two current officers.

Discussion: Because the annual Budget is adopted by ordinance, it can only be amended by Ordinance. This action would not change any dollar amounts. It sets the framework for the action items to be presented following this one.

The following action items cannot take place at this meeting unless Council chooses to waive the 1st Read and adopt this ordinance at this meeting. Alternatively, Council can choose to not take action at this meeting, discuss the overall proposal, and move to adopt at the February 20 meeting.

CITY OF MILTON, WASHINGTON

ORDINANCE NO. xxxx-18

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, MAKING CERTAIN FINDINGS OF FACT AND AMENDING THE 2018 BUDGET ADOPTED WITH ORDINANCE NO. 1931-17 ON DECEMBER 11, 2017 AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Milton City Council adopted the 2018 Budget with Ordinance No. 1931-17 on December 11, 2017; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Milton to adjust the 2018 Budget in order to amend the salary Schedule, Monthly Wage Scale; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Milton to adjust the 2018 Budget in order to assist in the reorganization of various departments to more effectively make use of available and prospective employees; and

WHEREAS, this will not result in new ending fund balances for 2018; and

NOW, THEREFORE,

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

Section 1. The above stated recitals are hereby adopted as the council's findings and reasons for the adoption of this ordinance.

Section 2. The 2018 Budget, as adopted with Ordinance 1931-17 Monthly Wage Scale is hereby amended with a new Monthly Wage Scale attached hereto.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Milton City Council the ____ day of February 2018, and approved by the Mayor, the ____ day of February 2018.

SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

KATIE BOLAM, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
WILLIAM L. CAMERON, CITY ATTORNEY

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

**Monthly Wage Scale
2018**

| Full Time Employees | 2018 | IBEW Grade | A Begin | B 6 Mo | C 6 Mo | D 6 Mo | E 12 Mo |
|---|---------|------------|------------------------------------|---------------|---------------|---------------|---------------|
| Receptionist/Cashier | 0.50 | 10 | \$2,678 | \$2,812 | \$2,946 | \$3,089 | \$3,240 |
| Maintenance Worker | - | 12 | \$3,526 | \$3,728 | \$3,919 | \$4,114 | \$4,318 |
| Maintenance Worker I | 4.00 | 13 | \$3,727 | \$3,919 | \$4,114 | \$4,318 | \$4,533 |
| PW Field Administrative Assistant | 1.00 | 14 | \$3,919 | \$4,114 | \$4,318 | \$4,533 | \$4,763 |
| Admin - Deputy Clerk | - | | | | | | |
| Finance Tech 1 | 2.00 | | | | | | |
| Meter Technician | 1.00 | | | | | | |
| PW Administrative Assistant | 1.00 | | | | | | |
| IT System Support Specialist | - | | | | | | |
| Sr Admin Asst/Permit Tech w/License | - | | | | | | |
| Maintenance Worker II | 4.00 | 16 | \$4,318 | \$4,533 | \$4,763 | \$4,999 | \$5,245 |
| Finance Technician II | 1.00 | 17 | \$4,533 | \$4,763 | \$4,998 | \$5,244 | \$5,510 |
| Mechanic | 1.00 | | | | | | |
| IT Systems Administrator | - | | | | | | |
| Line Equipment Operator | 1.00 | 18 | \$4,763 | \$4,998 | \$5,244 | \$5,510 | \$5,786 |
| Maintenance III - Lead | 2.00 | 19 | \$4,998 | \$5,244 | \$5,510 | \$5,786 | \$6,074 |
| Water Quality Specialist | 1.00 | | | | | | |
| Journey Electric Lineman | 2.00 | 23 | \$6,074 | \$6,379 | \$6,696 | \$6,851 | \$7,384 |
| Utility Supervisor | 1.00 | | | | | | |
| Planner | 0.70 | | | | | | |
| Building Official | 1.00 | | | | | | |
| Journey Electric Lineman, Lead | 1.00 | 24 | \$7,753 | | | | |
| Electrical Utility Supervisor | 1.00 | 26 | \$7,033 | \$7,385 | \$7,756 | \$8,140 | \$8,547 |
| Uniformed Personnel | | | Academy | STEP A | STEP B | STEP C | STEP D |
| Police Officer | 7.00 | | \$5,137 | \$5,379 | \$5,634 | \$5,900 | \$6,183 |
| Code Enforcement Officer | 1.00 | | \$5,137 | \$5,379 | \$5,634 | \$5,900 | \$6,183 |
| Community Service Officer | - | | \$4,853 | \$5,095 | \$5,351 | \$5,617 | \$5,900 |
| Police Sergeant | 3.00 | | | \$6,776 | \$7,101 | \$7,442 | \$7,800 |
| Detective | 1.00 | | \$5,137 | \$5,379 | \$5,634 | \$5,900 | \$6,183 |
| Exempt Positions – Directors | | | 2018 Salary Range | | | | |
| Public Safety Administrator | 0.35 | | \$92,400 | ----- | ----- | ----- | \$128,000 |
| Municipal Services Administrator | 1.00 | | \$92,400 | ----- | ----- | ----- | \$128,000 |
| Finance Director | 1.00 | | \$76,734 | ----- | ----- | ----- | \$106,565 |
| City Attorney | 0.40 | | \$76,734 | ----- | ----- | ----- | \$106,565 |
| City Clerk/Human Resources Generalist | 1.00 | | \$67,995 | ----- | ----- | ----- | \$82,648 |
| Public Works Director | 0.50 | | \$76,734 | ----- | ----- | ----- | \$106,565 |
| City Engineer | 0.50 | | \$67,995 | ----- | ----- | ----- | \$94,500 |
| IT Director | - | | \$76,734 | ----- | ----- | ----- | \$106,565 |
| Police Chief | 0.65 | | \$92,400 | ----- | ----- | ----- | \$128,000 |
| Community Development Director | - | | \$73,080 | ----- | ----- | ----- | \$106,565 |
| Storm Water Compliance Officer | 1.00 | | \$67,995 | ----- | ----- | ----- | \$83,475 |
| PW Superintendent & Project Manager | 1.00 | | \$69,426 | ----- | ----- | ----- | \$93,786 |
| Part-Time Employees | | | | | | | |
| Civil Service Secretary | 150 hrs | | \$15.65 | ----- | ----- | ----- | |
| Clerical Pool | | | \$13.13 | ----- | ----- | ----- | |
| Seasonal Public Works Crew (1500 hours) | 0.70 | | \$17.29 | ----- | ----- | ----- | \$21.17 |
| FTE Summary | | | Elected Officials (Non FTE) | | | | |
| Total Regular FTEs | 45.60 | | Mayor | 1 | \$1,500.00 | | |
| Total Part-Time FTEs | 0.70 | | Council | 7 | \$400.00 | | |

CPI-U 3%

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To: City Council Members
From: Mayor Styron Sherrell
Date: February 5, 2018
Re: **Position Confirmation – Tony Hernandez as Public Safety Administrator**

ATTACHMENTS: Letter of Appointment
Job Description for City Administrator

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: I move to confirm Police Chief Tony Hernandez in the position of Public Safety Administrator in addition to his role as Police Chief.

Fiscal Impact/Source of Funds: This confirmation carries no fiscal impact at this time. As the City's financial picture comes into better focus during the first half of 2018, the salary level for this position will be evaluated.

Issue: It is my intention in the role of Mayor to delegate my routine administrative authority to a Management Services team. One of those team members needs to oversee Public Safety.

Discussion: To best accomplish this goal, I have taken into account the talents and knowledge of the City's current public officers. Police Chief Tony Hernandez has demonstrated excellent aptitude for managing public safety, as he has negotiated and coordinated the service contracts for all of the City's emergency management needs.

I am pleased to present Police Chief Hernandez as my appointment for Public Safety Administrator.



February 6, 2018

Office of the Mayor
Shanna Styron Sherrell
sstyronsherrell@cityofmilton.net
253-495-7558

Chief Anthony Hernandez
PO Box 3173
Bremerton, WA 98310

Dear Chief Hernandez,

I am pleased that you have accepted my offer of promotion to the position of Public Safety Administrator, effective this date. You have demonstrated excellent managerial skills and dedicated service to the safety of our community. I look forward to working with you in this capacity.

The salary range for this position is \$92,400-\$128,000; your annual salary will remain at \$108,250.08. This will be evaluated in line with the health of the City's financial position during the first half of 2018.

All other benefits remain as per your initial hire letter.

I believe your acceptance of this offer will benefit both you and the City of Milton. If the terms and conditions specified herein are acceptable, **please sign and return the original to Human Resources.**

Sincerely,

Mayor Shanna Styron Sherrell

Acceptance of Offer

I have read this Offer of Employment and I agree to the terms and conditions of the Offer.

Accepted: _____
Anthony Hernandez

Date: _____

City of Milton, 1000 Laurel Street, Milton, WA 98354 – 253-922-8733 – cityofmilton.net

Mayor Shanna Styron Sherrell

Police Chief & City Administrator Tony Hernandez
Director of Public Works Steve Peretti

Interim Director of Finance Steve Peretti
City Clerk & Human Resources Katie Bolam



POSITION DESCRIPTION

Title: **City Administrator**
Department: Executive
Representation/FLSA: Exempt
Pay Range: \$92,400-\$128,000

GENERAL PURPOSE

This is high-level professional and supervisory work in municipal government administration. Specific areas of emphasis are Utility Infrastructure, Public Safety, Human Resources, Labor Relations, Finance and Budgeting, Community and Economic Development, and Council Administration. Plan, research, design and manage programs, projects and general activities. Provide facilitation, oversight, leadership and expertise to various City Departments, administrators and governing bodies. Serve as designee of the Mayor. Work is conducted in accordance with professional, administrative, and legal standards, municipal ordinances and general policies. Attendance at regular, special, and study sessions of the City Council, and other meetings as identified in the course of the job, is required.

The title and duties of this position may be assigned to more than one public official.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from and serves at the pleasure of the Mayor; under his/her direction and authority, supervision is exercised over City staff, either directly or through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Manages and supervises assigned departments and offices of the City to achieve goals within available resources.
- Provides leadership in the development of the City's vision, short and long range goals and strategies.
- May develop and administer complete human resource programs to include recruitment and selection, employee development/training, classification and compensation, safety and health and other employment-related functions.
- Human resource tasks may include the conduct or oversight of new employee orientation, exit interviews, benefits administration (i.e. medical, dental, employee assistance programs, etc.), the City's CDL (DOT) mandated drug and alcohol testing program, unemployment compensation; ensures materials are current, relevant and complete.

- Provides advice and guidance to managers, supervisors and employees on personnel issues including reprimands, discipline or termination.
- Researches, analyzes and prepares data, recommendations and presentations for labor negotiations; may serve as Chief Spokesperson in contract negotiations.
- Coordinates and administers labor contracts; ensures contract compliance.
- Researches and prepares data and recommendations for mediation, arbitration and legal cases; conducts dispute resolution sessions.
- Participates in bargaining unit grievance procedures and grievance arbitration.
- Conducts internal investigations as necessary.
- Oversees Information Technology needs including the content and maintenance of the City's website, infrastructure, automated and paper records management systems.
- Effectively represents the city to the community and businesses for the purpose of economic development.
- Directs activities and events at the Activity Center including special Community events and programs.
- Analyzes, researches and recommends changes as deemed necessary or expedient to the effective and efficient operations of the City.
- Prepares and presents briefings and training as necessary.
- Works closely with City departments on organization and efficiency studies; makes recommendations as appropriate.
- Answers inquiries on City matters to public officials, citizens, contractors, vendors and other interested parties.
- Performs research, analysis and data compilation for various projects as necessary.
- In coordination with the Finance Director, is responsible for the preparation, ongoing oversight and administration of the City's budget and financial health.
- Communicates official plans, policies and procedures to staff and the public.
- May serve as the head of one or more departments of City government.

MINIMUM QUALIFICATIONS

Any combination of experience and training that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education: A bachelor's degree from an accredited college or university in Public Administration, Business Administration, Political Science, Human Resources, or a closely related field; AND

Experience: Five (5) years of progressively responsible experience in municipal government activities and/or employee/labor relations.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Considerable knowledge of current policies and practices of municipal organization and management principles;
- Knowledge of the principles of effective personnel management, federal, state and local employment law, and collective bargaining techniques;
- Knowledge of sound supervisory practices;
- Knowledge of and skill with municipal budget administration;
- Skill in planning, directing and administering municipal programs;
- Skill in organization, attention to detail and follow-through;
- Ability to mediate conflicts, and manage change in relation to overall organizational goals and objectives;

- Ability to research, analyze and interpret technical journals, reports, laws, ordinances, rules and regulations, and to present findings in clear and concise reports and make recommendations;
- Ability to communicate effectively, orally and in writing, with employees, City officials, legislators, consultants, other governmental agency representatives, and the general public;
- Ability to communicate in a clear manner, demonstrating composure, tact and patience;
- Ability to establish and maintain effective working relationships with employees, City officials and the general public.

PREFERRED QUALIFICATIONS

Education and Experience

- Experience as Chief Spokesperson for labor negotiations
- Experience with developing and maintaining an HRIS
- PHR or SPHR certification

Necessary Knowledge, Skills, and Abilities

- Knowledge of benefits administration
- Skill in conflict resolution
- Skill in administering a variety of human resource programs

SPECIAL REQUIREMENTS

- Valid Washington state driver's license or evidence of equivalent mobility
- Must be bondable

WORK ENVIRONMENT/PHYSICAL DEMANDS

Work may be performed at various locations; however, most work is performed in a normal office environment in front of a computer. Field assignments may entail exposure to all types of weather conditions, hazardous traffic situations and work in or near construction sites. May be required to sit for extended periods of time.

This description was prepared to indicate the general nature, kinds of activities, and levels of work difficulty typically required. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and/or qualifications required of employees assigned to this position. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or is a logical assignment to the position. Individuals may perform other duties as assigned.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Works indoors in a clean, climate-controlled workspace
- Work generally involves a high degree of concentration
- Frequently required to perform work in confidence, under pressure of deadlines and with interruptions.
- Occasionally requires worksite visits to shop or field environments.
- May require day or overnight travel to other locales in representation of City.

PHYSICAL DEMANDS

The physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Required to sit, talk, and hear; frequently required to use hands to finger, feel or handle objects, computers and office supplies which require repetitive arm, wrist and hand movement.
- May be required to sit for extended periods of time.
- Occasionally required to stand and reach with arms and hands, climb, balance, stoop, kneel, crouch, bend or crawl.
- Specific vision abilities include close, distant, color and peripheral vision, depth perception and the ability to adjust focus.
- The employee is occasionally required to lift and/or move up to 25 pounds.
- May visit job sites that require walking on uneven, rocky, or rough ground.
- Requires mental acuity to ensure thorough mental analysis of situations in a fast-paced environment.

TOOLS AND EQUIPMENT

Operate a computer and assigned software programs, including Microsoft Office Suite; operate standard office equipment, cellular phone, and mobile devices; drive a vehicle to various functions in representation of City.

DISCLAIMER

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

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

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To: City Council Members
From: Mayor Styron Sherrell
Date: February 5, 2018
Re: **Position Confirmation – Steve Peretti as Municipal Services Administrator**

ATTACHMENTS: Letter of Appointment
Job Description for City Administrator

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: I move to confirm Steve Peretti in the position of Municipal Services Administrator.

Fiscal Impact/Source of Funds: This confirmation carries no fiscal impact at this time. As the City's financial picture comes into better focus during the first half of 2018, the salary level for this position will be evaluated.

Issue: It is my intention in the role of Mayor to delegate my routine administrative authority to a Management Services team. One of those team members needs to oversee Municipal Services.

Discussion: To best accomplish this goal, I have taken into account the talents and knowledge of the City's current public officers. Public Works Director Steve Peretti has demonstrated excellent aptitude for managing in the areas of utility infrastructure, community development strategies, information technology, and finance.

I am pleased to present Mr. Peretti as my appointment for Municipal Services Administrator.



February 6, 2018

Office of the Mayor
Shanna Styron Sherrell
[sstyronsherrell@cityofmilton.net](mailto:ssstyronsherrell@cityofmilton.net)
253-495-7558

Steve Peretti
308 17th Avenue Court
Milton, WA 98354

Dear Steve,

I am pleased that you have accepted my offer of promotion to the position of Municipal Services Administrator, effective this date. You have demonstrated excellent managerial skills as our Public Works Director; you have also demonstrated a great love for the City of Milton, which you call home. I look forward to working with you in this capacity.

The salary range for this position is \$92,400-\$128,000; your annual salary will remain at \$95,000.16. This will be evaluated in line with the health of the city's financial position during the first half of 2018.

All other benefits remain as per your initial hire letter.

I believe your acceptance of this offer will benefit both you and the City of Milton. If the terms and conditions specified herein are acceptable, **please sign and return the original to Human Resources.**

Sincerely,

Mayor Shanna Styron Sherrell

Acceptance of Offer

I have read this Offer of Employment and I agree to the terms and conditions of the Offer.

Accepted: _____
Stephen Peretti

Date: _____

City of Milton, 1000 Laurel Street, Milton, WA 98354 – 253-922-8733 – cityofmilton.net

Mayor Shanna Styron Sherrell

Police Chief & City Administrator Tony Hernandez
Director of Public Works Steve Peretti

Interim Director of Finance Steve Peretti
City Clerk & Human Resources Katie Bolam



POSITION DESCRIPTION

Title: **City Administrator**
Department: Executive
Representation/FLSA: Exempt
Pay Range: \$92,400-\$128,000

GENERAL PURPOSE

This is high-level professional and supervisory work in municipal government administration. Specific areas of emphasis are Utility Infrastructure, Public Safety, Human Resources, Labor Relations, Finance and Budgeting, Community and Economic Development, and Council Administration. Plan, research, design and manage programs, projects and general activities. Provide facilitation, oversight, leadership and expertise to various City Departments, administrators and governing bodies. Serve as designee of the Mayor. Work is conducted in accordance with professional, administrative, and legal standards, municipal ordinances and general policies. Attendance at regular, special, and study sessions of the City Council, and other meetings as identified in the course of the job, is required.

The title and duties of this position may be assigned to more than one public official.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from and serves at the pleasure of the Mayor; under his/her direction and authority, supervision is exercised over City staff, either directly or through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Manages and supervises assigned departments and offices of the City to achieve goals within available resources.
- Provides leadership in the development of the City's vision, short and long range goals and strategies.
- May develop and administer complete human resource programs to include recruitment and selection, employee development/training, classification and compensation, safety and health and other employment-related functions.
- Human resource tasks may include the conduct or oversight of new employee orientation, exit interviews, benefits administration (i.e. medical, dental, employee assistance programs, etc.), the City's CDL (DOT) mandated drug and alcohol testing program, unemployment compensation; ensures materials are current, relevant and complete.

- Provides advice and guidance to managers, supervisors and employees on personnel issues including reprimands, discipline or termination.
- Researches, analyzes and prepares data, recommendations and presentations for labor negotiations; may serve as Chief Spokesperson in contract negotiations.
- Coordinates and administers labor contracts; ensures contract compliance.
- Researches and prepares data and recommendations for mediation, arbitration and legal cases; conducts dispute resolution sessions.
- Participates in bargaining unit grievance procedures and grievance arbitration.
- Conducts internal investigations as necessary.
- Oversees Information Technology needs including the content and maintenance of the City's website, infrastructure, automated and paper records management systems.
- Effectively represents the city to the community and businesses for the purpose of economic development.
- Directs activities and events at the Activity Center including special Community events and programs.
- Analyzes, researches and recommends changes as deemed necessary or expedient to the effective and efficient operations of the City.
- Prepares and presents briefings and training as necessary.
- Works closely with City departments on organization and efficiency studies; makes recommendations as appropriate.
- Answers inquiries on City matters to public officials, citizens, contractors, vendors and other interested parties.
- Performs research, analysis and data compilation for various projects as necessary.
- In coordination with the Finance Director, is responsible for the preparation, ongoing oversight and administration of the City's budget and financial health.
- Communicates official plans, policies and procedures to staff and the public.
- May serve as the head of one or more departments of City government.

MINIMUM QUALIFICATIONS

Any combination of experience and training that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education: A bachelor's degree from an accredited college or university in Public Administration, Business Administration, Political Science, Human Resources, or a closely related field; AND

Experience: Five (5) years of progressively responsible experience in municipal government activities and/or employee/labor relations.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Considerable knowledge of current policies and practices of municipal organization and management principles;
- Knowledge of the principles of effective personnel management, federal, state and local employment law, and collective bargaining techniques;
- Knowledge of sound supervisory practices;
- Knowledge of and skill with municipal budget administration;
- Skill in planning, directing and administering municipal programs;
- Skill in organization, attention to detail and follow-through;
- Ability to mediate conflicts, and manage change in relation to overall organizational goals and objectives;

- Ability to research, analyze and interpret technical journals, reports, laws, ordinances, rules and regulations, and to present findings in clear and concise reports and make recommendations;
- Ability to communicate effectively, orally and in writing, with employees, City officials, legislators, consultants, other governmental agency representatives, and the general public;
- Ability to communicate in a clear manner, demonstrating composure, tact and patience;
- Ability to establish and maintain effective working relationships with employees, City officials and the general public.

PREFERRED QUALIFICATIONS

Education and Experience

- Experience as Chief Spokesperson for labor negotiations
- Experience with developing and maintaining an HRIS
- PHR or SPHR certification

Necessary Knowledge, Skills, and Abilities

- Knowledge of benefits administration
- Skill in conflict resolution
- Skill in administering a variety of human resource programs

SPECIAL REQUIREMENTS

- Valid Washington state driver's license or evidence of equivalent mobility
- Must be bondable

WORK ENVIRONMENT/PHYSICAL DEMANDS

Work may be performed at various locations; however, most work is performed in a normal office environment in front of a computer. Field assignments may entail exposure to all types of weather conditions, hazardous traffic situations and work in or near construction sites. May be required to sit for extended periods of time.

This description was prepared to indicate the general nature, kinds of activities, and levels of work difficulty typically required. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and/or qualifications required of employees assigned to this position. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or is a logical assignment to the position. Individuals may perform other duties as assigned.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Works indoors in a clean, climate-controlled workspace
- Work generally involves a high degree of concentration
- Frequently required to perform work in confidence, under pressure of deadlines and with interruptions.
- Occasionally requires worksite visits to shop or field environments.
- May require day or overnight travel to other locales in representation of City.

PHYSICAL DEMANDS

The physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Required to sit, talk, and hear; frequently required to use hands to finger, feel or handle objects, computers and office supplies which require repetitive arm, wrist and hand movement.
- May be required to sit for extended periods of time.
- Occasionally required to stand and reach with arms and hands, climb, balance, stoop, kneel, crouch, bend or crawl.
- Specific vision abilities include close, distant, color and peripheral vision, depth perception and the ability to adjust focus.
- The employee is occasionally required to lift and/or move up to 25 pounds.
- May visit job sites that require walking on uneven, rocky, or rough ground.
- Requires mental acuity to ensure thorough mental analysis of situations in a fast-paced environment.

TOOLS AND EQUIPMENT

Operate a computer and assigned software programs, including Microsoft Office Suite; operate standard office equipment, cellular phone, and mobile devices; drive a vehicle to various functions in representation of City.

DISCLAIMER

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

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

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To: City Council Members
From: Mayor Styron Sherrell
Date: February 5, 2018
Re: **Position Confirmation – Mark Howlett as Public Works Director**

ATTACHMENTS: Letter of Appointment
Public Works Director Job Description

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: I move to confirm Mark Howlett in the position of Public Works Director, and continuing in his role as City Engineer.

Fiscal Impact/Source of Funds: This confirmation carries no fiscal impact at this time. As the City's financial picture comes into better focus during the first half of 2018, the salary level for this position will be evaluated.

Issue: The promotion of Steve Peretti to City Administrator necessitates his vacancy from the day-to-day responsibilities of Public Works Director.

Discussion: City Engineer Mark Howlett has worked for the City of Milton since December 2015. In April 2016, he was named Interim Public Works Director and filled that role well until a permanent hire was made. He has done exceptional engineering work for the City, he has demonstrated wide understanding for the Public Works department as a whole, and he has been a source of strong support to Mr. Peretti.

I am pleased to present Mr. Howlett as my appointment to the position and duties of Public Works Director, and continuing in his role as City Engineer.



February 6, 2018

Office of the Mayor
Shanna Styron Sherrell
[sstyronsherrell@cityofmilton.net](mailto:ssstyronsherrell@cityofmilton.net)
253-495-7558

Mark Howlett
14424 SE 304th Street
Kent, WA 98042

Dear Mark,

I am pleased that you have accepted my offer of promotion to the position of Public Works Director, effective this date. You have demonstrated excellent managerial skills as our City Engineer, as well as during your time as Interim Public Works Director. This position includes your continued designation as City Engineer.

The salary range for this position is \$76,734-\$106,565; your annual salary will remain at \$94,500. This will be evaluated in line with the health of the city's financial position during the first half of 2018.

All other benefits remain as per your initial hire letter.

I believe your acceptance of this offer will benefit both you and the City of Milton. If the terms and conditions specified herein are acceptable, **please sign and return the original to Human Resources.**

Sincerely,

Mayor Shanna Styron Sherrell

Acceptance of Offer

I have read this Offer of Employment and I agree to the terms and conditions of the Offer.

Accepted: _____
Mark Howlett

Date: _____

City of Milton, 1000 Laurel Street, Milton, WA 98354 – 253-922-8733 – cityofmilton.net

Mayor Shanna Styron Sherrell

Police Chief & City Administrator Tony Hernandez
Director of Public Works Steve Peretti

Interim Director of Finance Steve Peretti
City Clerk & Human Resources Katie Bolam



POSITION DESCRIPTION

Title: **Public Works Director**
Department: Public Works
Representation/FLSA: Exempt
Pay Range: \$76,734-\$106,565

GENERAL PURPOSE

The Public Works Director plans, organizes, directs, supervises, and evaluates the day-to-day functions, planning and operation activities for the City's Public Works Department. The incumbent applies sophisticated management principles and skills, with planning and management experience focused strategically. The Public Works Director collaborates with businesses, citizens, city departments, other cities and counties, and other stakeholders to plan and design the city's current and future development and infrastructure.

May be designated as the official City Engineer. The City Engineer has responsibility for engineering functions including: infrastructure and utilities engineering, transportation engineering, construction management, and development review. The incumbent is also responsible for construction inspections directly related to capital improvement projects, enforcement of permit conditions, construction codes, development regulations, and/or contract requirements. See separate full job description.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Mayor or Designee. Supervision is exercised over clerical, administrative, maintenance and professional staff as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Plans, organizes, directs and evaluates the day-to-day functions, planning and operation activities for the City's Public Works Department in a manner that optimizes the use of financial, physical, and human resources in accomplishing assigned functions and in achieving objectives; direct the development of capital improvement plans, maintenance and financial programs.
- Evaluates public works needs and formulates short and long range plans to meet needs in all areas of responsibility, including transportation, street, water, storm drainage, electrical power, parks, and facility maintenance.
- Represents the City in regional public works issues; communicate and coordinate efforts with a variety of individuals and organizations, including City employees and executive staff, local cities, citizens, contractors and others.

- Monitors inter-governmental and legislative actions affecting public works and community development.
- Directs the planning, preparation and control of departmental budgets including annual operating and six-year capital improvement plans; develop purchasing and budgetary procedures and guidelines for the department; monitor, control and authorize expenditures in accordance with established guidelines.
- Directs, supervises and evaluates the performance of assigned staff, including professional, technical, clerical, skilled and unskilled employees; assists in interviews and selections of assigned employees; approves recommendations of personnel promotions and salary increases; converses with subordinates on grievances, conflicts, and other personnel matters; recommends disciplinary and termination actions as necessary.
- Supervises the review of private project development plans for compliance with codes, regulations, and standards. Manages the City's oversight of private development including plan review and appropriate oversight of construction inspection of public works facilities.
- Serves as technical adviser to the public, City Council, Mayor and other departments on engineering and other public works activities; presents recommendations and alternatives related to critical issues, decisions and actions as appropriate.
- Coordinates Department activities with other departments, jurisdictions, and agencies.
- Identifies federal, state and private research and development grants; determines the scope of work for which funds are needed and prepares proposals; reviews, approves and administers grant applications and reimbursement billings.
- Attends regular and special City Council sessions; participates in meetings, workshops and conferences with City Boards, commissions, committees and others; provides information to the City Council on department programs and projects.
- Maintains current knowledge of technological advances in the field of public works and of regulatory requirements, including federal and state environmental regulations; reviews changes to requirements and evaluates departmental impacts.
- Oversees the development or update of the City Transportation Improvement Program, Comprehensive Sewer Plan, Comprehensive Water Plan, the Capital Improvement Program, Electrical Utility Plan, and other plans involving the municipal infrastructure.
- Oversees the preparation of engineering plans and specifications, bidding, competency of contractors and vendors, and the selection criteria for public contracts.
- Negotiates and administers contracts with outside vendors and service providers.
- Oversees project management for the construction of complex public works projects.
- Oversees assigned projects to ensure contractor compliance with time and budget parameters for the project.
- Responds to public or other inquiries relative to department policies and procedures.
- Evaluates issues and options regarding municipal public works and makes recommendations.
- Maintains regular contact with consulting engineers, construction project engineers, city, county, state and federal agencies, professional and technical groups and the general public regarding division activities and services.
- Other duties as assigned by the Chief Administrative Officer.

MINIMUM QUALIFICATIONS

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education: A bachelor's degree from an accredited college or university in civil engineering, public administration, or a closely related field; and

Experience: Six (6) years of progressively responsible experience in public works, preferably municipal, with at least two (2) years in utilities; and at least three (3) years in a supervisory capacity.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Considerable knowledge of civil engineering principles, practices and methods as applicable to a municipal setting; Thorough knowledge of applicable City policies, laws, and regulations affecting Department activities;
- Knowledge of municipal organization and management principles;
- Knowledge of the principles of effective personnel management;
- Knowledge of municipal budgeting procedures;
- Ability to mediate conflicts, and manage change in relation to overall Department goals and objectives;
- Ability to absorb and analyze complex technical information rapidly, draw logical conclusions and make rapid decisions with full awareness of technical, legal and financial consequences;
- Ability to communicate effectively, orally and in writing, with employees, consultants, other governmental agency representatives, City officials and the general public; Ability to conduct necessary engineering research and compile comprehensive reports.
- Ability to communicate technical data and sensitive information to citizens in a clear and persuasive manner;
- Skill in operating the listed tools and equipment.

WORK ENVIRONMENT/PHYSICAL DEMANDS

Work may be performed at various locations; however, most work is performed in a normal office environment in front of a computer. Field assignments may entail exposure to all types of weather conditions, hazardous traffic situations and work in or near construction sites. May be required to sit for extended periods of time.

This description was prepared to indicate the general nature, kinds of activities, and levels of work difficulty typically required. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and/or qualifications required of employees assigned to this position. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or is a logical assignment to the position. Individuals may perform other duties as assigned.

SPECIAL REQUIREMENTS

- Valid Washington state driver's license or evidence of equivalent mobility.
- Must be bondable.
- Must have strong organizational skills and a sharp attention to detail.
- Registration as a Professional Engineer in the State of Washington is desirable.

PHYSICAL DEMANDS

- The physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Required to sit, talk, and hear; frequently required to use hands to finger, feel or handle objects, computers and office supplies which require repetitive arm, wrist and hand movement.
- May be required to sit for extended periods of time.
- Occasionally required to stand and reach with arms and hands, climb, balance, stoop, kneel, crouch, bend or crawl.
- Specific vision abilities include close, distant, color and peripheral vision, depth perception and the ability to adjust focus.
- The employee must frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 100 pounds.
- May visit job sites that require walking on uneven, rocky, or rough ground.
- Requires mental acuity to ensure thorough mental analysis of situations in a fast-paced environment.

TOOLS AND EQUIPMENT

Operate a computer and assigned software programs, including Microsoft Office Suite, and asset management software; operate other office equipment as assigned; drive a vehicle to various sites to conduct inspections; skill in use of detection devices, mobile radio, cellular phone.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions and vibration. The employee is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually loud in field settings, and moderately quiet in office settings.

DISCLAIMER

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

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

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