



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

May 21, 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**

Rules for Citizen Comments posted in Council Chamber with sign-in sheet.

5. Presentation

- A. Clean City/Green City

6. Appointments to Boards and Commissions

- A. Reappointment to the Planning Commission

7. Consent Agenda

A. Minutes Approval:

- i. May 7, 2018 Regular Meeting Minutes
- ii. May 14, 2018 Study Session

B. Claims Approval:

- i. Approval of the checks/vouchers/disbursements numbered 63544 to 63621 in the amount of \$344,763.75.
- ii. Approval of the payroll disbursement of May 4, 2018 in the amount of \$226,832.84.

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
at least 24 hours prior to the meeting.

Thank you.

8. Public Hearings

- A. Continuation of Hill Creek Annexation Hearing

9. Regular Agenda

- A. Hill Creek Annexation – Ordinance 2nd Read
- B. Signatory Authority Ordinance Update – 2nd Read
- C. Check Voucher Payment Process - Resolution
- D. Luminol Lighting – Contract
- E. City Legal Services - Contract

10. Council Reports

11. Director's Reports

12. Mayor's Report

13. 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
at least 24 hours prior to the meeting.

Thank you.



To: City Council Members
From: Mayor Shanna Styron-Sherrell
Date: May 21, 2018
Re: Presentation – Clean City/Green City

ATTACHMENTS: Flyer

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: None.

Fiscal Impact: None – Presentation Only

Issue: Jim Gillespie will give a presentation regarding the Clean City/Green City initiative.

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WE NEED YOUR HELP IN OPERATION: CLEAN CITY GREEN CITY

Volunteers getting together to keep our community clean!

WHEN: Saturday, June 23, 2018

Sign In: 9:00 Safety Briefing: 9:30

Where: Cobalt Storage, 8025 Pacific Hwy E. Milton, WA 98422

Free Volunteer T-Shirts will be provided to all who register by June 10, 2018

Refreshments will be served prior to and following the clean-up.



For more information contact Jim Gillespie, 253-922-1023

Website: www.gillespiefoundation.com

Email: info@gillespiefoundation.com

Register at: <http://www.signupgenius.com/go/20f0b4aabaa2da1fd0-operation>

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To: City Council Members
From: Mayor Styron Sherrell
Date: May 21, 2018
Re: **Reappointment to Planning Commission – Jacquelyn Whalen**

ATTACHMENTS: None

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation Motion: I move to approve the Mayor’s reappointment of Jacquelyn Whalen to the Planning Commission for a term to expire May 31, 2024.

Discussion: Jacquelyn Whalen has faithfully and passionately served on the Planning Commission for over 15 years. She has indicated that she has a desire to continue serving the City in this capacity.

Mayor Sherrell is recommending her reappointment.

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Regular Meeting
Monday, May 7, 2018
7:00 p.m.

CALL TO ORDER

Mayor Styron Sherrell called the Regular Meeting to order at 7:00 p.m. and Councilmember Whitaker led the flag salute.

ROLL CALL

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

STAFF PRESENT

Public Safety Administrator Hernandez, Municipal Services Administrator Peretti, Public Works Director Howlett, Finance Director Dunford, Operations Superintendent Barnhart and Surface Water Compliance Inspector Carter.

ADDITIONS/DELETIONS

Mayor Pro Tem Hutson discussed adding permit review/checklist/compressed schedule and a full-time planner to the agenda. It was decided to add this to a future Study Session.

CITIZEN PARTICIPATION

Speaker	Comments
Richard Cosner	Stated that Porter Way between Milton Way and 5 th Avenue has a speed limit of 35 mph but some cars are doing 50 mph. He mentioned that there are 16 homes along this street. He asks that the speed limit be reduced to 25 mph.

CONSENT AGENDA

- A. Minutes Approval – Approval of the Minutes of:
 - i. April 16, 2018 Regular Meeting
- B. Claims Approval:

- i. Approval of the checks/vouchers/disbursements numbered 63487 and 63488-63535 in the amount of \$144,211.31. Voided check number 63481.
- ii. Approval of the payroll disbursement of April 20, 2018 in the amount of \$224,186.41

Councilmember Johnson proposed a revision to Page 5 of 5 of the draft minutes to read “*Advised that she believes there was a ban passed by Resolution regarding Safe Injection Sites.*”

MOTION (Morton/Tompkins) to approve the Consent Agenda. **Passed 7/0.**

PUBLIC HEARINGS

A. Hill Creek Annexation

Public Works Director Howlett gave an overview of this item explaining the history of the annexation petition, characteristics of the annexation area and next steps if the Council decides to proceed.

The Public Hearing was opened at 7:11 p.m.

The following comments were received:

Speaker	Comments
Jeff Shaver	President of the Hill Creek Homeowner’s Association. He shops in Milton and his kids go to school with Milton kids. He feels that the Interurban Trail is their trail. He mentioned Public Safety and that the area is not served well by the King County Sheriff and urged the City to proceed with the annexation.
Amy Caraballo	Her kids go to the Fife School District. She is not pleased with the response from the King County Sheriff. Stated it took 3½ hours for a deputy to respond to a call. This is a nice neighborhood.
Jacquelyn Whalen	The added police calls to this area are an issue that the Council should consider when moving forward.

The Public Hearing was extended to remain open until the May 21, 2018 meeting.

REGULAR AGENDA

A. Hill Creek Annexation – Ordinance 1st Read

Public Works Director Howlett gave an overview of this item during the Public Hearing.

B. LGIP Resolution

Finance Director Dunford gave an overview of this item and the benefits of the City participating in this investment pool.

MOTION (Johnson/Whalen) to approve the Resolution authorizing the Municipal Services Administrator, on behalf of the City, to deposit and withdraw monies to and/or from the LGIP in the manner prescribed by law, rule, and applicable policies and procedures for LGIP". **Passed 7/0.**

C. Signatory Authority Ordinance Update – 1st Read

Finance Director Dunford gave an overview of this ordinance and how it delegates check signing authority to the Municipal Services Administrator.

Mayor Pro Tem Hutson recommended changes to the wording of the recital portion of the ordinance. Director Dunford stated that these changes would be incorporated into the second read of the ordinance.

D. Well #10 Bid Award

Public Works Director Howlett gave an overview of this item, the background of Well #10 and its importance to the City's water supply system.

MOTION (Morton/Whalen) to authorize the Mayor to award the construction contract for the Well Number 10 construction to Equity Builders, LLC in the amount of \$620,522.98 and authorize the Mayor to sign all necessary documents to execute such contract. **Passed 7/0.**

Council recessed at 7:50 p.m. and was called back to order at 8:17 p.m.

Councilmember Ott was excused for the remaining portion of the meeting.

E. Auditing Officer

Finance Director Dunford gave an overview of this item and how state law requires that the City appoint an auditing officer to maintain appropriate internal controls over the disbursement of City funds.

MOTION (Morton/Johnson) to approve the attached Resolution designating the Finance Director as the Auditing Officer for the City. **Passed 6/0.**

COUNCIL REPORTS

Councilmember Whitaker

- On Saturday he earned his black belt
- His niece graduated from Washington State University
- Spoke of his sister's trip to Norway

Councilmember Morton

- Offered congratulations to Councilmember Whitaker on his black belt

Councilmember Tompkins

- Offered congratulations to Councilmember Whitaker on his black belt
- The Senior Advisory Board rummage sale went well and thanked Councilmember Johnson and Mayor Pro Tem Hutson for their work and to Richard Cosner for spending so much money.

Councilmember Whalen

- The markers on the power poles are the City's efforts at inventorying our assets
- The new street signs are larger and better and are another example of a City project
- Work on the new Executive offices is going well
- Spaghetti feed fundraiser this Friday at Dave's Restaurant being hosted by Old Coots on Scoots - \$15 per person/\$30 for couples

Councilmember Johnson

- A Puget Sound Regional Council survey was recently published with the top 3 topics about what respondents don't like about Puget Sound:
 - Cost of Living
 - Lack of transportation/transit options
 - Homelessness/Affordable housing
- Spoke about the Pierce County Citizens Advisory Board and gave an overview of available grant funding opportunities through the Community Development Block Grant(CDBG), Community Services Block Grant(CSBG) and the Energy Solutions Grant(ESG) programs
- Mentioned the success of last Saturday's Parks Appreciation Day
- Mentioned that this week is National Nurses Week
- Mentioned her inquiry into an all-way stop at Milton Way/11th Avenue intersection

Mayor Pro Tem Hutson

- Offered congratulations to Councilmember Whitaker on his black belt
- Mentioned the Milton Lodge and whether the City has checklists and procedures in place for permit reviews
- Inquired about the status of the Planner position that was authorized in the budget

DIRECTOR REPORTS

Public Works Director Howlett

- Saturday's Parks Appreciation Day had approximately 25 to 30 volunteers
- Updated the progress on the Executive Offices remodel
- Public meeting this Wednesday at 6:00 p.m. for Excel on Emerald Street
- Planning Commission meeting Wednesday at 7:00 p.m.
- Gave update on electric substation
- Gave update on Sound Transit 3 and SR 167 Gateway Projects

Finance Director Dunford

- Provided clarification on the requirements of the Finance Committee and how they vet finance matters prior to them coming to Council
- At the next Finance Committee meeting their workplan will be discussed

Municipal Services Administrator Peretti

- Attended the Labor Relations Institute meetings in Yakima
- Spoke about the vacant Planner position
- Addressed the City's permitting process and the codes and laws that we must follow

Public Safety Administrator Hernandez

- Shred event went well – collected styrofoam, electronics, and clothes and it was well attended
- Spoke about Vehicle assignments
- Described a chase that the Milton police participated in
- Mentioned that the City is one officer short due to an injury
- Evaluating the possibility of an entry level police officer

MAYOR'S REPORT

- The Shred Event went well. Thanks to the Fire Department, Police Department and the Boy Scouts
- Parks Appreciation Day event went well – Thanks to Jamie Carter and Kent Ross
- Reminder that there is a medication drop box outside the Police Department
- Attended the Labor Relations Institute meetings in Yakima
- There was a "Movie at the MAC" event last Friday
- The next "Movie at the MAC" event will be held on June 8th
- This week is Teacher Appreciation Week

ADJOURNMENT

The meeting was adjourned at 8:49 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

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Study Session
Monday, May 14, 2018
7:00 p.m.

CALL TO ORDER

Mayor Styron Sherrell called the to order at 7:04 p.m. and Councilmember Morton led the flag salute.

ROLL CALL

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

Absent: Councilmember Ott

STAFF PRESENT

Public Safety Administrator Hernandez, Municipal Services Administrator Peretti, Public Works Director Howlett and Finance Director Dunford.

PRESENTATION

Laura Ramos of Fife High School introduced Caley White and Darrion Brunelle who are students at Fife High School and members of the Future Business Leaders of America (FBLA) program. They gave a presentation outlining their efforts at assembling care packages for the homeless.

Laura Ramos then explained more details about the FBLA program including the upcoming national competition, job shadowing, the reports that the students prepare and other efforts underway as part of the FBLA program. She mentioned the upcoming June 27th event at the Arlington National Cemetery that FBLA members will be attending. She also mentioned the license plate holder fundraiser sale.

April Balsley explained the Fife/Milton/Edgewood Chamber of Commerce's perspective of the program and how they are partnering with the FBLA for fundraising efforts including an upcoming dinner and donation envelopes that were made available at the Council meeting.

Councilmembers thanked the students for their presentation and their involvement in the program and asked some clarifying questions.

PROCLAMATION

A. National Police Week

The Mayor gave an overview of the history of National Police Week.

Public Safety Administrator Hernandez expressed his appreciation to the City and the community support.

The Mayor read the proclamation.

STUDY ITEMS

A. Check Approval Process

Finance Director Dunford gave an overview of the check approval process and how enacting this Resolution will greatly improve the efficiency of the day-to-day operation of the City by expediting check processing while providing the City Council more information about City expenses.

Dunford explained how the process will occur and the checks and balances that are in-place to ensure a full accountability to the City Council and the citizens of Milton.

Councilmembers posed some clarifying questions that Director Dunford responded to.

B. 1st Quarter Finance Report

Finance Director Dunford gave an overview of this item. She provided an explanation of the report components and reviewed some highlights. She explained the revenues, cash balances and how the utility funds are in generally good shape. She also asked for guidance on whether to provide these reports to the Council on a monthly basis or a quarterly basis.

The Councilmembers asked some clarifying questions and supported the quarterly reporting scenario. They also provided comments about the clarity and comfort level in the new reporting process.

Public Safety Administrator Hernandez added that if the Councilmembers have questions, they should feel free to call and ask at any time.

C. City Attorney Services

Municipal Services Administrator Peretti gave an overview of this item and the process that went in to the solicitation and evaluation of proposals from law firms and how we determined that Ogden Murphy Wallace was the best fit for the City of Milton. He also covered how the City

is utilizing other sources of legal advice such as the Association of Washington Cities (AWC) and the Municipal Research and Services Center (MRSC).

Public Safety Administrator Hernandez added comments about his experience with Ogden Murphy Wallace in the past and how they meet the City's needs.

Councilmembers asked some clarifying questions and provided comments about past practices, billing rates and how we will proceed with legal services.

ADJOURNMENT

The meeting was adjourned at 8:26 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

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CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
May 21, 2018

Claim Vouchers:

Dates	Check #	Amount
4/30/2018	63544-63558	20,888.08
5/1/2018	EFT	238,329.68
5/10/2018	EFT	5,710.87
5/11/2018	63559-63587	47,226.00
5/15/2018	63588-63601 & EFT	3,214.42
5/16/2018	63602-63621	29,394.70

Payroll Disbursements:

Date	Check #	Amount
5/4/2018	ACH	218,598.86
5/4/2018	63536-63543	8,233.98

Total Accounts Payable:

\$ 344,763.75

Total Payroll:

\$ 226,832.84

Voids - none

Printer Error Checks - none

CHECK REGISTER

City Of Milton
MCAG #: 0590

04/28/2018 To: 05/16/2018

Time: 15:43:45 Date: 05/15/2018
Page: 1

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2765	05/01/2018	Claims	1	EFT BONNEVILLE POWERADMINISTRATION	234,328.00	Monthly Power
				401 - 533 50 33 000 - BPA-Electricity for Resale	234,328.00	Monthly Power - Mar 2018
2766	05/01/2018	Claims	1	EFT COMCAST	419.61	Cable PW; Phone & Internet
				001 - 513 10 42 000 - Communication	20.45	Phone Lines & Internet
				001 - 514 20 42 000 - Communication	20.45	Phone Lines & Internet
				001 - 518 30 42 000 - Communication	10.23	Phone Lines & Internet
				107 - 521 20 42 000 - Communication	61.36	Phone Lines & Internet
				406 - 531 10 42 000 - Communication	40.91	Phone Lines & Internet
				401 - 533 10 42 000 - Communications	95.11	Phone Lines & Internet
				401 - 533 50 42 000 - Communication	5.27	Cable PW Shop
				403 - 534 10 42 000 - Communication	99.20	Phone Lines & Internet
				403 - 534 50 42 000 - Communication	5.26	Cable PW Shop
				101 - 542 30 42 000 - Communication	20.45	Phone Lines & Internet
				501 - 548 30 42 000 - Communications	10.23	Phone Lines & Internet
				001 - 558 50 42 000 - Communications	10.23	Phone Lines & Internet
				001 - 558 60 42 000 - Communication	10.23	Phone Lines & Internet
				001 - 576 80 42 000 - Communication	10.23	Phone Lines & Internet
2767	05/01/2018	Claims	1	EFT PITNEY BOWES INC.	485.00	Postage
				001 - 513 10 42 000 - Communication	19.40	Postage
				001 - 514 20 42 000 - Communication	38.17	Postage
				107 - 521 20 42 000 - Communication	74.64	Postage
				406 - 531 10 42 000 - Communication	22.89	Postage
				406 - 531 10 42 000 - Communication	47.68	Postage
				401 - 533 10 42 000 - Communications	45.78	Postage
				401 - 533 10 42 000 - Communications	95.35	Postage
				403 - 534 10 42 000 - Communication	45.78	Postage
				403 - 534 10 42 000 - Communication	95.31	Postage
2768	05/01/2018	Claims	1	EFT PUGET SOUND ENERGY	325.47	Natural Gas; Electric Intertie
				107 - 521 20 47 000 - Utilities	49.73	Police Natural Gas
				403 - 534 50 47 000 - Public Utility Services	159.72	Electric Intertie
				001 - 569 00 47 000 - Public Utilities-SC	116.02	MAC Natural Gas
2769	05/01/2018	Claims	1	EFT VERIZON WIRELESS	2,771.60	PW Cell Phones; Smart Phones; Data Line For Flexnet
				001 - 513 10 42 000 - Communication	44.07	Cell Phones
				001 - 514 20 42 000 - Communication	6.23	Cell Phones
				001 - 518 30 42 000 - Communication	2.91	Cell Phones
				001 - 518 30 42 000 - Communication	12.22	Cell Phones
				503 - 518 80 42 503 - Communications	74.60	Cell Phones
				107 - 521 20 31 000 - Office and Operating Supplie	164.84	Cell Phone - Hobbs
				107 - 521 20 42 000 - Communication	909.15	Cell Phones
				107 - 521 20 42 000 - Communication	99.51	Cell Phones
				406 - 531 10 42 000 - Communication	74.82	Cell Phones
				406 - 531 30 31 000 - Operating Supplies	126.36	Cell Phone - Russell
				406 - 531 30 42 000 - Communication	17.82	Cell Phones
				406 - 531 30 42 000 - Communication	231.77	Cell Phones
				401 - 533 10 42 000 - Communications	80.25	Cell Phones
				401 - 533 10 42 000 - Communications	72.66	Data Line For Flex Net
				401 - 533 50 42 000 - Communication	-17.57	Cell Phones
				401 - 533 50 42 000 - Communication	254.57	Cell Phones
				403 - 534 10 42 000 - Communication	145.46	Cell Phones
				403 - 534 10 42 000 - Communication	72.66	Data Line For Flex Net
				403 - 534 50 42 000 - Communication	30.84	Cell Phones
				403 - 534 50 42 000 - Communication	202.01	Cell Phones

CHECK REGISTER

City Of Milton
MCAG #: 0590

04/28/2018 To: 05/16/2018

Time: 15:43:45 Date: 05/15/2018
Page: 2

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		101 - 542 30 42 000 -		Communication	6.17	Cell Phones
		101 - 542 30 42 000 -		Communication	47.39	Cell Phones
		501 - 548 30 42 000 -		Communications	19.83	Cell Phones
		501 - 548 30 42 000 -		Communications	10.76	Cell Phones
		001 - 558 50 42 000 -		Communications	62.22	Cell Phones
		001 - 558 60 42 000 -		Communication	3.15	Cell Phones
		001 - 576 80 42 000 -		Communication	2.91	Cell Phones
		001 - 576 80 42 000 -		Communication	13.99	Cell Phones
2816	05/10/2018	Claims	1	EFT SANDRA L. ALLEN	4,000.00	Judge Services
		001 - 512 50 41 000 -		Professional Services	4,000.00	Judge Services May 2018
2817	05/10/2018	Claims	1	EFT CIT TECHNOLOGY (QDS)	900.81	Copier Lease; Copier Lease
		001 - 513 10 45 000 -		Operating Rentals and Lease:	59.05	Copier Lease City Hall & PW Admin
		001 - 514 20 45 000 -		Operating Rentals and Lease:	29.52	Copier Lease City Hall & PW Admin
		001 - 518 30 45 000 -		Operating Rentals and Lease:	5.90	Copier Lease City Hall & PW Admin
		107 - 521 20 45 000 -		Operating Rentals and Lease:	310.33	Copier Lease PD
		406 - 531 10 45 000 -		Operating Rentals and Lease:	81.49	Copier Lease City Hall & PW Admin
		401 - 533 10 45 000 -		Operating Rentals and Lease:	178.92	Copier Lease City Hall & PW Admin
		403 - 534 10 45 000 -		Operating Rentals and Lease:	173.01	Copier Lease City Hall & PW Admin
		101 - 542 30 45 000 -		Operating Rentals and Lease:	12.40	Copier Lease City Hall & PW Admin
		501 - 548 30 45 000 -		Operating Rentals & Leases	14.76	Copier Lease City Hall & PW Admin
		001 - 558 50 45 000 -		Operating Rentals and Lease:	14.76	Copier Lease City Hall & PW Admin
		001 - 558 60 45 000 -		Operating Rentals and Lease:	14.76	Copier Lease City Hall & PW Admin
		001 - 576 80 45 000 -		Operating Rentals and Lease:	5.91	Copier Lease City Hall & PW Admin
2818	05/10/2018	Claims	1	EFT US BANK	66.86	Copier Lease
				ACCOUNTABILITIES		
		001 - 514 20 45 000 -		Operating Rentals and Lease:	1.34	Copier Lease
		001 - 518 30 45 000 -		Operating Rentals and Lease:	1.33	Copier Lease
		503 - 518 80 45 000 -		Operating Rentals & Leases	6.69	Copier Lease
		107 - 521 20 45 000 -		Operating Rentals and Lease:	1.34	Copier Lease
		406 - 531 10 45 000 -		Operating Rentals and Lease:	16.72	Copier Lease
		401 - 533 10 45 000 -		Operating Rentals and Lease:	16.72	Copier Lease
		403 - 534 10 45 000 -		Operating Rentals and Lease:	16.72	Copier Lease
		101 - 542 30 45 000 -		Operating Rentals and Lease:	1.34	Copier Lease
		501 - 548 30 45 000 -		Operating Rentals & Leases	0.67	Copier Lease
		001 - 558 50 45 000 -		Operating Rentals and Lease:	1.33	Copier Lease
		001 - 558 60 45 000 -		Operating Rentals and Lease:	1.33	Copier Lease
		001 - 576 80 45 000 -		Operating Rentals and Lease:	1.33	Copier Lease
2819	05/10/2018	Claims	1	EFT XPRESS BILL PAY	743.20	Online Web Payments
				ACCOUNTS PAYABLE		
		406 - 531 10 41 000 -		Professional Services	245.26	Online Web Payment Services Fee
		401 - 533 10 41 000 -		Professional Services	252.69	Online Web Payment Services Fee
		403 - 534 10 41 000 -		Professional Services	245.25	Online Web Payment Services Fee
2949	05/15/2018	Claims	1	EFT GLEN BAKER	17.56	Water Material Reimbursement
		403 - 534 50 31 000 -		Office and Operating Supplie	17.56	Baled Straw
2950	05/15/2018	Claims	1	EFT PIERCE COUNTY SEWER	234.14	Sewer Bill; Sewer Bill; Sewer Bill; Sewer Bill; Sewer Bill; Sewer Bill
		001 - 518 30 47 000 -		Public Utility Service	26.57	City Hall/Fire Station Sewer Bill
		001 - 518 30 47 000 -		Public Utility Service	33.09	City Hall Sewer
		107 - 521 20 47 000 -		Utilities	38.32	PD Sewer
		401 - 533 50 47 000 -		Public Utility Services	44.73	PW Shops Sewer
		001 - 569 00 47 000 -		Public Utilities-SC	38.32	MAC Sewer
		001 - 575 50 47 000 -		Public Utilities Services	20.02	Community Building Sewer
		001 - 576 80 47 000 -		Public Utility Service	33.09	Sewer Bill

CHECK REGISTER

City Of Milton
MCAG #: 0590

04/28/2018 To: 05/16/2018

Time: 15:43:45 Date: 05/15/2018
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2951	05/15/2018	Claims	1	EFT	JOVANIS RODRIGUEZ	29.00	Overtime Meal Reimbursement
					403 - 534 50 43 000 - Travel	29.00	Overtime Meal Reimbursement - Rodriguez
2750	04/30/2018	Claims	1	63544	AABERG'S TOOL & EQUIP RENTAL/SALES INC.	440.40	Equipment Rental
					101 - 542 30 45 000 - Operating Rentals and Lease:	440.40	Grinder Rental
2751	04/30/2018	Claims	1	63545	BUDGET BATTERIES	98.96	Fleet Material
					401 - 533 50 31 000 - Operating Supplies	98.96	#25 Battery
2752	04/30/2018	Claims	1	63546	CHUCKALS	328.36	PWSupplies
					001 - 518 30 31 000 - Operating Supplies	3.91	Office Supplies, Batteries & Paper
					406 - 531 30 31 000 - Operating Supplies	23.08	Office Supplies, Batteries & Paper
					401 - 533 50 31 000 - Operating Supplies	120.64	Office Supplies, Batteries & Paper
					403 - 534 50 31 000 - Office and Operating Supplie	139.43	Office Supplies, Batteries & Paper
					101 - 542 30 31 000 - Office and Operating Supplie	32.49	Office Supplies, Batteries & Paper
					501 - 548 30 31 000 - Office & Operating Supplies	4.90	Office Supplies, Batteries & Paper
					001 - 576 80 31 000 - Operating Supplies	3.91	Office Supplies, Batteries & Paper
2753	04/30/2018	Claims	1	63547	DATEC, INC.	1,168.42	Police Material
					107 - 521 20 35 002 - Equip Purchase - WASPC	1,168.42	Printers
2754	04/30/2018	Claims	1	63548	FERGUSON ENTERPRISES, INC. #1539	112.10	Water Material
					403 - 534 50 31 000 - Office and Operating Supplie	112.10	Service Pipe
2755	04/30/2018	Claims	1	63549	KORUM AUTOMOTIVE GROUP	2,150.39	Vehicle Repair; Vehicle Repair
					107 - 521 20 35 004 - Vehicle Purchase	2,185.45	#514 90K Service, Spark Plugs, Brakes & Wiper Blades
					107 - 521 20 48 001 - Vehicle Repairs and Mainten:	-35.06	#125 Returned Key Fob
2756	04/30/2018	Claims	1	63550	LLOYD ENTERPRISES, INC.	401.19	Water Material
					403 - 534 50 31 000 - Office and Operating Supplie	401.19	Well #6 & #7 Demo
2757	04/30/2018	Claims	1	63551	LOADMANNW LLC	4,286.10	Water Material
					406 - 531 30 35 001 - Machinery and Equipment	4,286.10	#41 Vulcan 2 Point Overload System
2758	04/30/2018	Claims	1	63552	RANDLES SAND & GRAVEL INC	668.92	Water Material
					403 - 534 50 31 000 - Office and Operating Supplie	317.83	Well #6 & 7 Demo Crushed Top Course
					403 - 534 50 47 000 - Public Utility Services	351.09	Well #6 & 7 Demo Unclassified Fill Disposal
2759	04/30/2018	Claims	1	63553	ROBINSON AND NOBLE, INC.	5,271.17	Consulting Services
					404 - 594 34 63 100 - Well #10 Design Project	5,271.17	Well #10 Consulting Services
2760	04/30/2018	Claims	1	63554	SIRENNET.COM	1,749.61	Water Material
					403 - 534 50 35 001 - Machinery & Equipment	1,749.61	Lightbar
2761	04/30/2018	Claims	1	63555	SYSTEMS FOR PUBLIC SAFETY, INCL.	3,587.80	Vehicle Repair; Vehicle Repair; Vehicle Repair
					107 - 521 20 48 001 - Vehicle Repairs and Mainten:	913.40	#663 Side Mount Package & Back Up Camera
					107 - 521 20 48 001 - Vehicle Repairs and Mainten:	1,198.99	#119 Tires & Spot Light Replacement
					107 - 521 20 48 001 - Vehicle Repairs and Mainten:	1,475.41	#140 Swap Out Console & Rewire
2762	04/30/2018	Claims	1	63556	TMG SERVICES INC.	132.12	Water Material
					403 - 534 51 31 000 - Operating Supplies	132.12	Chlorine Injectors For Corridor Well
2763	04/30/2018	Claims	1	63557	UNIFIRST CORPORATION	337.54	Uniforms; Uniforms

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		001 - 518 30 20 002 -		Uniforms	7.28	Uniforms
		406 - 531 30 20 002 -		Uniforms	50.06	Uniforms
		401 - 533 50 20 002 -		Uniforms	33.76	Uniforms
		401 - 533 50 20 002 -		Uniforms	65.89	Uniforms
		403 - 534 50 20 002 -		Uniforms	118.94	Uniforms
		101 - 542 30 20 002 -		Uniforms	34.96	Uniforms
		501 - 548 30 20 002 -		Uniforms	19.37	Uniforms
		001 - 576 80 20 002 -		Uniforms	7.28	Uniforms
2764	04/30/2018	Claims	1	63558 WATER MANAGEMENT LABORATORIES	155.00	Water Testing
		403 - 534 51 41 000 -		Professional Services	155.00	Water Testing
2820	05/11/2018	Claims	1	63559 911 SUPPLY	1,187.45	Police Uniforms
		107 - 521 20 20 002 -		Uniforms	1,187.45	Body Armor And Accessories
2821	05/11/2018	Claims	1	63560 ANIXTER INC	414.76	Electric Materials; Electric Materials
		401 - 533 50 31 000 -		Operating Supplies	302.66	Lightning Arresters
		401 - 533 50 31 000 -		Operating Supplies	112.10	Standoff Brackets
2822	05/11/2018	Claims	1	63561 BIAS SOFTWARE	1,250.00	Training
		001 - 513 10 49 002 -		Misc/Trng, Registrations	175.00	Training Dunford & Hooman
		001 - 514 20 49 002 -		Misc/Trng, Registrations	62.50	Training Dunford & Hooman
		503 - 518 80 49 002 -		Misc/Training Registrations	50.00	Training Dunford & Hooman
		107 - 521 40 49 002 -		Misc/Trng, Registrations	137.50	Training Dunford & Hooman
		406 - 531 10 49 002 -		Misc/Trng, Registrations	225.00	Training Dunford & Hooman
		401 - 533 10 49 002 -		Misc/Trng, Registrations	275.00	Training Dunford & Hooman
		403 - 534 10 49 002 -		Misc/Trng, Registrations	275.00	Training Dunford & Hooman
		101 - 542 30 49 002 -		Misc Training/Registrations	50.00	Training Dunford & Hooman
2823	05/11/2018	Claims	1	63562 MIKE BRIDGES	146.85	002274 - 105 27TH AVE
		406 - 343 10 00 000 -		Storm Drainage Fees	-65.19	
		401 - 343 30 00 000 -		Electric Sales	-17.87	
		403 - 343 40 10 000 -		Water Sales	-63.79	
2824	05/11/2018	Claims	1	63563 COBALT STORAGE	199.00	Archive Storage
		001 - 518 50 45 000 -		Operating Leases	199.00	Archive Storage June 2018
2825	05/11/2018	Claims	1	63564 CODE 4 CONSULTANTS	375.00	PD Training
		107 - 521 40 49 002 -		Misc/Trng, Registrations	375.00	Training - Sarff
2826	05/11/2018	Claims	1	63565 CORLISS RESOURCES, INC.	132.00	Water Materials
		403 - 534 50 31 000 -		Office and Operating Supplie	132.00	Ecology Blocks
2827	05/11/2018	Claims	1	63566 DAILY JOURNAL OF COMMERCE	388.00	Bid Notice
		404 - 594 34 63 100 -		Well #10 Design Project	388.00	Call For Bids Well #10
2828	05/11/2018	Claims	1	63567 DATA BAR INCORPORATED	3,985.38	Utility Billing Print And Mail; Utility Billing Print And Mail
		406 - 531 10 49 003 -		Misc/Outside Printing	102.52	Utility Billing Print & Mail
		406 - 531 10 49 003 -		Misc/Outside Printing	694.56	Utility Billing Print & Mail
		401 - 533 10 49 003 -		Misc/Outside Printing	205.04	Utility Billing Print & Mail
		401 - 533 10 49 003 -		Misc/Outside Printing	1,389.12	Utility Billing Print & Mail
		403 - 534 10 49 003 -		Misc/Outside Printing	205.03	Utility Billing Print & Mail
		403 - 534 10 49 003 -		Misc/Outside Printing	1,389.11	Utility Billing Print & Mail
2829	05/11/2018	Claims	1	63568 EDGEWOOD SECURITY & LOCK	6.04	Key
		406 - 531 30 31 000 -		Operating Supplies	6.04	Spare Key #13

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2830	05/11/2018	Claims	1	63569	FERGUSON ENTERPRISES, INC. #1539	992.56	Water Equipment; Water Materials
					403 - 534 50 31 000 - Office and Operating Supplie	693.69	Water Service Materials
					403 - 534 50 35 000 - Small Tools and Equipment	298.87	Torque Wrench
2831	05/11/2018	Claims	1	63570	LORI JUNG	250.00	Deposit Refund
					001 - 589 10 00 000 - Refund Facility Deposit	250.00	Facility Rental Deposit Refund
2832	05/11/2018	Claims	1	63571	CHRISTIANE MERCER	35.76	Office Supplies
					406 - 531 10 31 000 - Office and Operating Supplie	7.16	Planner
					401 - 533 10 31 000 - Office and Operating Supplie	14.30	Planner
					403 - 534 10 31 000 - Office and Operating Supplie	14.30	Planner
2833	05/11/2018	Claims	1	63572	MILES RESOURCES	160.76	Street Materials
					101 - 542 30 31 000 - Office and Operating Supplie	160.76	Cold Mix
2834	05/11/2018	Claims	1	63573	CITY OF MILTON	10,579.90	Utility Bill
					001 - 518 30 47 000 - Public Utility Service	204.30	City Utility Bill
					107 - 521 20 47 000 - Utilities	563.50	City Utility Bill
					406 - 531 30 47 000 - Public Utility Services	205.02	City Utility Bill
					401 - 533 50 47 000 - Public Utility Services	1,290.36	City Utility Bill
					403 - 534 51 47 001 - Public Utility Services	4,695.65	City Utility Bill
					101 - 542 30 47 000 - Utilities	1,703.92	City Utility Bill
					001 - 558 50 47 000 - Public Utility Services	65.06	City Utility Bill
					001 - 558 60 47 000 - Public Utilities	51.18	City Utility Bill
					001 - 569 00 47 000 - Public Utilities-SC	589.07	City Utility Bill
					001 - 575 50 47 000 - Public Utilities Services	137.89	City Utility Bill
					001 - 576 80 47 000 - Public Utility Service	1,073.95	City Utility Bill
2835	05/11/2018	Claims	1	63574	NAVIA BENEFIT SOLUTIONS	227.68	FSA Claims
					631 - 589 90 00 002 - Discovery Benefits	227.68	FSA Claims
2836	05/11/2018	Claims	1	63575	NEWS TRIBUNE, THE	315.11	Legal Notice
					001 - 514 20 41 002 - Advertising	315.11	Public Hearing Notice Hill Creek Annexation
2837	05/11/2018	Claims	1	63576	NORTH COAST ELECTRIC COMPANY	41.31	Water Materials; Water Materials
					403 - 534 51 31 000 - Operating Supplies	27.27	Breaker Lockout
					403 - 534 51 31 000 - Operating Supplies	14.04	Conduit
2838	05/11/2018	Claims	1	63577	PACIFIC WEST UTILITY SERVICES LLC	1,978.20	Electric Services
					401 - 533 50 41 000 - Professional Services	1,978.20	Electric Meter Investigation
2839	05/11/2018	Claims	1	63578	PIERCE CO BUDGET & FINANCE	265.00	Jail Services; Crime Victims; Info Tech Services
					107 - 523 60 51 000 - Intergov. Jail Services	53.90	Jail Services April 2018
					001 - 558 60 41 000 - Professional Services	45.00	Info Tech Services 1st Qtr 2018
					001 - 586 12 00 000 - Crime Victims Comp Fund	166.10	Crime Victims
2840	05/11/2018	Claims	1	63579	CITY OF PUYALLUP	8,900.00	Jail Services
					107 - 523 60 51 000 - Intergov. Jail Services	8,900.00	Jail Services March 2018
2841	05/11/2018	Claims	1	63580	RANGLES SAND & GRAVEL INC	603.15	Water Material & Disposal Fees
					403 - 534 50 31 000 - Office and Operating Supplie	362.04	Crushed Top Course
					403 - 534 50 47 000 - Public Utility Services	241.11	Fill Disposal
2842	05/11/2018	Claims	1	63581	NANCY SHATTUCK	240.00	Court Services

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		001 - 512 50 41 000 - Professional Services			240.00	DV Victim Advocacy
2843	05/11/2018	Claims	1	63582 SUMNER, CITY OF	2,205.42	Animal Control
		107 - 554 30 51 107 - Animal Control			2,205.42	Animal Control May 2018
2844	05/11/2018	Claims	1	63583 TARCO INDUSTRIES, INC.	581.60	Fleet Equipment
		501 - 548 30 35 000 - Small Tools & Equipment			581.60	Worklight And Drill Set
2845	05/11/2018	Claims	1	63584 UNIFIRST CORPORATION	675.08	Uniforms; Uniforms; Uniforms; Uniforms
		001 - 518 30 20 002 - Uniforms			7.28	Uniforms
		001 - 518 30 20 002 - Uniforms			7.28	Uniforms
		406 - 531 30 20 002 - Uniforms			50.06	Uniforms
		406 - 531 30 20 002 - Uniforms			50.06	Uniforms
		401 - 533 50 20 002 - Uniforms			65.89	Uniforms
		401 - 533 50 20 002 - Uniforms			33.76	Uniforms
		401 - 533 50 20 002 - Uniforms			65.89	Uniforms
		401 - 533 50 20 002 - Uniforms			33.76	Uniforms
		403 - 534 50 20 002 - Uniforms			118.94	Uniforms
		403 - 534 50 20 002 - Uniforms			118.94	Uniforms
		101 - 542 30 20 002 - Uniforms			34.96	Uniforms
		101 - 542 30 20 002 - Uniforms			34.96	Uniforms
		501 - 548 30 20 002 - Uniforms			19.37	Uniforms
		501 - 548 30 20 002 - Uniforms			19.37	Uniforms
		001 - 576 80 20 002 - Uniforms			7.28	Uniforms
		001 - 576 80 20 002 - Uniforms			7.28	Uniforms
2846	05/11/2018	Claims	1	63585 SHIRLEY VINCENT	131.91	002860 - 2500 ALDER ST #21
		401 - 343 30 00 000 - Electric Sales			-146.91	
		401 - 369 91 00 401 - Misc Revenue			15.00	
2847	05/11/2018	Claims	1	63586 WA STATE TREASURER	9,859.08	Court Remittance And Bldg Code
		001 - 586 83 00 000 - Trama/Auto Theft/Brain Inju			710.21	Court Remittance
		001 - 586 88 00 000 - State General Fund 54 (PSE)			75.70	Court Remittance
		001 - 586 89 00 000 - Death Investigation Account			201.14	Court Remittance
		001 - 586 91 00 000 - State General Fund 40 (PSE)			4,782.19	Court Remittance
		001 - 586 92 00 000 - State General Fund 50 (PSE)			2,621.64	Court Remittance
		001 - 586 97 00 000 - JIS			1,438.85	Court Remittance
		001 - 586 99 00 000 - School Zone Safety			15.85	Court Remittance
		001 - 589 30 01 000 - Building Code Fee			13.50	Building Code Fees
2848	05/11/2018	Claims	1	63587 WILLIAMS TREE & STUMP REMOVAL LLC	1,099.00	City Hall Retrofit
		310 - 594 18 61 143 - City Hall Retrofit			1,099.00	Stumps Removal
2952	05/15/2018	Claims	1	63588 AGRISHOP ACE TACOMA	191.28	Stormwater Supplies
		406 - 531 30 31 000 - Operating Supplies			191.28	Trimmer Parts
2953	05/15/2018	Claims	1	63589 CARLSON SALES METERING SOLUTIONS LLC	78.70	Electric Supplies
		401 - 533 50 31 000 - Operating Supplies			78.70	Meter Supplies
2954	05/15/2018	Claims	1	63590 DANA W HERRON	193.69	Travel And Training Reimbursement
		001 - 558 50 43 000 - Travel			153.69	Mileage - WABO Meeting - Herron
		001 - 558 50 49 002 - Misc/Trng, Registrations			40.00	WWC Monthly Meeting Registration - Herron
2955	05/15/2018	Claims	1	63591 NAVIA BENEFIT SOLUTIONS	401.41	FSA Claims; FSA Claims; FSA Monthly Admin Fee

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		001 - 517 30 49 000 -		FSA Plan Fees	50.00	FSA Administrative Fee
		631 - 589 90 00 002 -		Discovery Benefits	238.21	FSA Claims
		631 - 589 90 00 002 -		Discovery Benefits	113.20	FSA Claims
2956	05/15/2018	Claims	1	63592 O'REILLY/FIRST CALL	180.10	Water/Street Supplies; Water/Street Credit; Fleet Materials
		403 - 534 50 31 000 -		Office and Operating Supplie	14.47	Pully Idler
		403 - 534 50 31 000 -		Office and Operating Supplie	-19.83	Core Return
		403 - 534 50 31 000 -		Office and Operating Supplie	126.60	#34 Power Steering Pump, Seat Cover And Cleaning Supplies
		101 - 542 30 31 000 -		Office and Operating Supplie	3.62	Pully Idler
		101 - 542 30 31 000 -		Office and Operating Supplie	-4.96	Core Return
		101 - 542 30 31 000 -		Office and Operating Supplie	31.65	#34 Power Steering Pump, Seat Cover And Cleaning Supplies
		501 - 548 30 31 000 -		Office & Operating Supplies	28.55	#16 Carpet Cleaner And Steering Wheel Cover
2957	05/15/2018	Claims	1	63593 STANDARD PARTS CORPORATION (NAPA)	180.03	Fleet Supplies
		406 - 531 30 31 000 -		Operating Supplies	109.78	#41 & 49 Lamps And Strobe Beacon
		401 - 533 50 31 000 -		Operating Supplies	25.09	#41 & 49 Lamps And Strobe Beacon
		403 - 534 50 31 000 -		Office and Operating Supplie	25.09	#41 & 49 Lamps And Strobe Beacon
		101 - 542 30 31 000 -		Office and Operating Supplie	20.07	#41 & 49 Lamps And Strobe Beacon
2958	05/15/2018	Claims	1	63594 TIMCO INC.	86.87	Stormwater Materials
		406 - 531 30 31 000 -		Operating Supplies	86.87	O-Ring Kit And Materials
2959	05/15/2018	Claims	1	63595 UNIFIRST CORPORATION	337.54	Uniforms; Uniforms
		001 - 518 30 20 002 -		Uniforms	7.28	Uniforms
		406 - 531 30 20 002 -		Uniforms	50.06	Uniforms
		401 - 533 50 20 002 -		Uniforms	33.76	Uniforms
		401 - 533 50 20 002 -		Uniforms	65.89	Uniforms
		403 - 534 50 20 002 -		Uniforms	118.94	Uniforms
		101 - 542 30 20 002 -		Uniforms	34.96	Uniforms
		501 - 548 30 20 002 -		Uniforms	19.37	Uniforms
		001 - 576 80 20 002 -		Uniforms	7.28	Uniforms
2960	05/15/2018	Claims	1	63596 UNITED RENTALS NORTHWEST, INC.	435.20	Water And Storm Materials
		406 - 531 30 35 000 -		Small Tools and Equipment	217.60	Trench Shoring Boards
		403 - 534 50 35 000 -		Small Tools and Equipment	217.60	Trench Shoring Boards
2961	05/15/2018	Claims	1	63597 UTILITIES UNDERGROUND LOC CENT	78.54	Monthly Locates
		401 - 533 50 41 000 -		Professional Services	39.27	Monthly Locates
		403 - 534 50 41 000 -		Professional Services	39.27	Monthly Locates
2962	05/15/2018	Claims	1	63598 WA DEPT OF ENTERPRISE SVCS	89.57	Business Cards
		001 - 513 10 31 000 -		Office and Operating Supplie	22.00	Business Cards
		001 - 514 20 31 000 -		Office and Operating Supplie	30.07	Business Cards
		107 - 521 20 31 000 -		Office and Operating Supplie	37.50	Business Cards
2963	05/15/2018	Claims	1	63599 WATER MANAGEMENT LABORATORIES	287.00	Water Testing
		403 - 534 51 41 000 -		Professional Services	287.00	Water Testing
2964	05/15/2018	Claims	1	63600 WILBUR-ELLIS COMPANY LLC	27.50	Pesticide Marking Flags
		406 - 531 30 31 000 -		Operating Supplies	6.88	Pesticide Marking Flags
		401 - 533 50 31 000 -		Operating Supplies	6.86	Pesticide Marking Flags

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		101 - 542 30 31 000 - Office and Operating Supplie			6.88	Pesticide Marking Flags
		001 - 576 80 31 000 - Operating Supplies			6.88	Pesticide Marking Flags
2965	05/15/2018	Claims	1	63601 WILLIAMS OIL FILTER SERVICE	366.29	Shop And Fleet Materials
		406 - 531 30 31 000 - Operating Supplies			285.59	#47 Hydraulic Hoses And Cleaner
		501 - 548 30 35 000 - Small Tools & Equipment			80.70	Propane Wand Torch
2966	05/16/2018	Claims	1	63602 VALERIE AVELLAR	350.00	Bldg Rental Deposit Refund
		001 - 589 10 00 000 - Refund Facility Deposit			350.00	Bldg Rental Deposit Refund
2967	05/16/2018	Claims	1	63603 ALDONA BRICE	40.42	003871 - 2748 COMET ST
		406 - 343 10 00 000 - Storm Drainage Fees			-6.63	
		401 - 343 30 00 000 - Electric Sales			-6.43	
		403 - 343 40 10 000 - Water Sales			-42.36	
		401 - 369 91 00 401 - Misc Revenue			15.00	
2968	05/16/2018	Claims	1	63604 CASCADE COLUMBIA DISTRIBUTION	4,292.48	Water Material
		403 - 534 51 31 000 - Operating Supplies			4,292.48	Chemicals
2969	05/16/2018	Claims	1	63605 CERTIFIED LABORATORIES	174.58	Fleet Material
		501 - 548 30 31 000 - Office & Operating Supplies			174.58	Lectrasolv Aerosol
2970	05/16/2018	Claims	1	63606 CORE & MAIN	69.10	Water Material
		403 - 534 50 31 000 - Office and Operating Supplie			69.10	Hydrant Oil
2971	05/16/2018	Claims	1	63607 CORRECT EQUIPMENT	201.12	Water Material
		403 - 534 51 31 000 - Operating Supplies			201.12	Chlorine Testing Re-Agent
2972	05/16/2018	Claims	1	63608 FERGUSON ENTERPRISES, INC. #1539	644.61	Water Material; Water Material; Water Material; Water Material
		403 - 534 50 31 000 - Office and Operating Supplie			230.05	Meter Setter Angle Shut Off Valve
		403 - 534 50 35 000 - Small Tools and Equipment			190.55	Tapping Bits
		403 - 534 50 35 000 - Small Tools and Equipment			94.55	Holesaw Arbor
		404 - 594 34 64 123 - Meter Replacement			129.46	Water Meter Lids
2973	05/16/2018	Claims	1	63609 FIFE SERVICE & TOWING INC.	432.73	Towing
		406 - 531 30 41 000 - Professional Services			129.81	Towing
		401 - 533 50 41 000 - Professional Services			86.55	Towing
		403 - 534 50 41 000 - Professional Services			129.82	Towing
		101 - 542 30 41 000 - Professional Services			86.55	Towing
2974	05/16/2018	Claims	1	63610 HONEY BUCKET	162.39	Monthly Rental
		001 - 576 80 45 000 - Operating Rentals and Lease			162.39	Monthly Rental - Interurban Trail
2975	05/16/2018	Claims	1	63611 ROBERT KENNEDY	120.64	003042 - 422 106TH AVE CT E
		403 - 343 40 10 000 - Water Sales			-135.64	
		403 - 369 91 00 403 - Miscellaneous Water Revenue			15.00	
2976	05/16/2018	Claims	1	63612 SYDNEY MARS	90.00	Milton Days Vendor Refund
		116 - 347 90 10 000 - Milton Days-Vendor Fee			-90.00	Milton Days Vendor Refund
2977	05/16/2018	Claims	1	63613 NATIONAL SAFETY, INC.	1,040.71	Electric Material
		406 - 531 30 35 000 - Small Tools and Equipment			655.05	Safety Lanyard
		401 - 533 50 31 000 - Operating Supplies			385.66	Reflective Tape & Flags
2978	05/16/2018	Claims	1	63614 NORTHWEST TOWING INC	137.38	Towing
		401 - 533 50 41 000 - Professional Services			137.38	Towing - Bucket Truck
2979	05/16/2018	Claims	1	63615 JEFFREY D O'GORMAN	113.29	000508 - 2311 MILLCROFT WAY # 1

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		401 - 343 30 00 000 -		Electric Sales	307.16	
		403 - 343 40 10 000 -		Water Sales	-435.45	
		401 - 369 91 00 401 -		Misc Revenue	15.00	
2980	05/16/2018	Claims	1	63616 PAPE MATERIAL HANDLING	7.72	Late Fee
		401 - 533 50 31 000 -		Operating Supplies	7.72	Late Fee
2981	05/16/2018	Claims	1	63617 PIERCE CO BUDGET & FINANCE	543.31	Liquor Tax
		107 - 589 30 00 107 -		Liquor Board Tax Remit	543.31	1st Qtr Liquor Profits & Excise Tax
2982	05/16/2018	Claims	1	63618 POLLARD WATER	665.90	Stormwater Material
		406 - 531 30 31 000 -		Operating Supplies	665.90	Pipe Plug
2983	05/16/2018	Claims	1	63619 RANGLES SAND & GRAVEL INC	359.14	Water Material
		403 - 534 50 31 000 -		Office and Operating Supplie	359.14	Crushed Top Course/Unclassified Fill
2984	05/16/2018	Claims	1	63620 SAFEWAY	19,870.00	BPA Incentive
		401 - 533 50 33 006 -		BPA Reimbursement/Incentiv	19,870.00	BPA Incentive
2985	05/16/2018	Claims	1	63621 SALLY SNEDEN	79.18	002817 - 1206 24TH AVE CT #E
		406 - 343 10 00 000 -		Storm Drainage Fees	-12.17	
		401 - 343 30 00 000 -		Electric Sales	-6.47	
		403 - 343 40 10 000 -		Water Sales	-75.54	
		401 - 369 91 00 401 -		Misc Revenue	15.00	
					19,005.09	
					2,758.97	
					22,619.41	
					90.00	
					1,099.00	
					262,085.21	
					20,514.81	
					5,788.63	
					9,088.19	
					1,004.06	
					131.29	
					579.09	
					<u>344,763.75</u>	Claims:
					344,763.75	

* Transaction Has Mixed Revenue And Expense Accounts

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Milton and that I am authorized to authenticate and certify to said claim.

Auditing Officer: _____ Date: _____
 () Finance Director () Municipal Services Administrator

Approved for release prior to council meeting per Council Authorization.

Payroll Disbursements

001 General Fund	24,536.75	
101 Street Fund	8,967.51	
107 Criminal Justice Fund	79,486.53	
310 Capital Improvement Fund	574.87	
401 Electric Utility Operations Fund	31,677.35	
402 Electric Capital Improvement Fund	4,075.15	
403 Water Utility Operations Fund	47,828.74	
404 Water Capital Improvement Fund	1,469.67	
406 Stormwater Operations Fund	23,725.17	
501 Vehicle Repair & Maintenance Fund	3,472.39	
503 Information Technology	1,018.71	
	<hr/>	
	226,832.84 Payroll:	226,832.84

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Milton and that I am authorized to authenticate and certify to said claim.

Auditing Officer: _____ Date: _____
() Finance Director () Municipal Services Administrator

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Agenda Item #8A:

To: Mayor Styron Sherrell and City Council Members
From: Mark Howlett, P.E., Public Works Director/City Engineer
Date: May 21, 2018
Re: Hill Creek Annexation - Public Hearing

ATTACHMENTS: See Agenda Item 9A - Ordinance Second Read

TYPE OF ACTION:

Information Only Public Hearing Action Expenditure Required

Issue: At the April 16, 2018 meeting the City Council passed Resolution 1903-18 stating the Council's intent to annex to Milton an unincorporated area of King County known as Hill Creek.

It is a requirement of the annexation process to hold a public hearing prior to the passage of an annexation ordinance. This Public Hearing was opened at the May 7, 2018 City Council meeting.

Discussion:

As was discussed at the April 16, 2018 City Council meeting, the City received a Petition for annexation from residents of the Hill Creek/Regency Woods neighborhoods of unincorporated King County. City staff reviewed the petition and presented Council with a recommendation to move forward with annexation through the Island Territory method under RCW 35A.14.295. The City Council passed a Resolution of Intent to annex the area and set May 7, 2018 as the date for a Public Hearing. This Public Hearing was held open until tonight's meeting in order to fully comply with RCW 35.13.182.

The City will take any additional comments from the public at tonight's meeting and add to the record any written comments received by the City during the past two weeks while the public hearing record was open.

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Agenda Item #9A:

To: Mayor Styron Sherrell and City Council Members
From: Mark Howlett, P.E., Public Works Director/City Engineer
Date: May 21, 2018
Re: Ordinance 2nd Read – Hill Creek Annexation

ATTACHMENTS: 1. Ordinance
2. Impact Report

TYPE OF ACTION:

Information Only Discussion Action Public Hearing

Recommendation/Action: “I move to approve the attached Ordinance, annexing the portion of real property as depicted and legally described in Exhibit A and establishing its zoning as Residential Single Family (RS).”

Fiscal Impact/Source of Funds: See Attached Impact Report

Issue: The City received a Petition for annexation and brought a proposal to Council at the March 5, 2018 meeting. The Council then directed staff to proceed with evaluation of the impacts of the annexation. At the April 16, 2018 meeting the City Council passed Resolution 1903-18 stating the Council’s intent to annex the unincorporated area of King County known as Hill Creek and for staff to proceed with the annexation process. The first read of this ordinance was held at the May 7, 2018 meeting.

Discussion: The next step of the annexation process is for the City Council to adopt the annexation by ordinance after closing the public hearing.

The timeline of the potential annexation process would then proceed as follows:

- 1) Conclusion of the Public Hearing - May 21, 2018
- 2) Second reading and adoption of the proposed Ordinance - May 21, 2018
- 3) Notice of intent to annex submitted to the King County Boundary Review Board
- 4) If the Ordinance is approved by the Council, then written notice is provided to property owners within the annexation area
- 5) If a sufficient Referendum Petition is received, then the issues of the potential annexation would be placed on the ballot of the next general election, if one is to be held within 90 days, or at a special election called not less than 45 days nor more than

90 days after the filing of the Referendum Petition. The issue would then be decided by a simple majority vote

- 6) If clearance is received by the King County Boundary Review Board and if no sufficient referendum petition is filed within 45 days from the passage of the annexation Ordinance, then the annexation will be effective on the date fixed in the Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, PROVIDING FOR ANNEXATION TO MILTON OF UNINCORPORATED KING COUNTY TERRITORY KNOWN AS HILL CREEK, AND FOR SIMULTANEOUS ADOPTION OF MILTON ZONING FOR THE ANNEXATION; SETTING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION OF SAID EFFECTIVE DATE AT LEAST ONCE A WEEK FOR TWO WEEKS AFTER PASSAGE; AND ESTABLISHING A REFERENDUM PROCESS APPLICABLE TO THE ANNEXATION

WHEREAS, the Milton City Council on April 16, 2018 passed Resolution 1903-18, which stated the Council's intent to annex to Milton via the island annexation method established in RCW 35A.14.295, .297 and .299 that unincorporated King County territory known as Hill Creek; and

WHEREAS, in accordance with Resolution 1903-18 and the above-cited state laws, the City has scheduled a hearing on the proposed annexation for May 7, 2018 and May 21, 2018 and, pursuant to state law, has given notice of such hearing by publication in the Tacoma News Tribune; and

WHEREAS, the Milton City Council has determined that the interests of the Citizens of Milton and of Hill Creek would be served by annexation to Milton;

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

Section 1. The unincorporated King County territory known as Hill Creek, depicted and described in Exhibit A, is hereby annexed to the City of Milton, and is simultaneously assigned Milton zoning of Single Family Residential.

Section 2. The recitals and provisions of Resolution 1903-18 are affirmed except that Hill Creek property owners shall not be required to assume any of the outstanding bonded indebtedness of the City of Milton.

Section 3. The effective date of annexation and assignment of Milton zoning shall be Pursuant to state law, notice of said effective date of annexation and of adoption of Milton zoning, together with a description of the annexation, shall be published at least once each week for two weeks subsequent to passage of this ordinance in The Tacoma News Tribune, which is the official newspaper of record of the City of Milton.

Section 4. This annexation ordinance shall be subject to referendum for 45 days after its passage. Pursuant to RCW 35A.14.299, upon the filing of a timely referendum petition signed by qualified electors in number equal to not less than 10 percent of the votes cast in the last general state election in the annexation area, the question of annexation shall be submitted to the voters of the Hill Creek in a general election if one is to be held within 90 days or at a special election called for that purpose according to RCW 29A.04.330. Notice of such election shall be given as provided in RCW 35A.14.070 and the election shall be conducted as provided in RCW 35A.29.151. The annexation shall be deemed approved by the voters unless a

Ordinance No. _____

Page 1

majority of the votes cast on the proposition are in opposition thereto. After the expiration of the 45th day from but excluding the date of passage of this annexation ordinance, which 45th day is July 5, 2018, if no timely and sufficient referendum petition has been filed, Hill Creek shall become a part of Milton on the effective date of July 5, 2018.

Section 5. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance should be held to be invalid 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.

Passed by the Milton City Council the 21st day of May 2018, and approved by the Mayor, the __ day of _____, 2018.

SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

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

SUMMARY OF ORDINANCE NO. _____

of the City of Milton, Washington

On the 21st day of May, 2018, the City Council of the City of Milton, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, PROVIDING FOR ANNEXATION TO MILTON OF UNINCORPORATED KING COUNTY TERRITORY KNOWN AS HILL CREEK, AND FOR SIMULTANEOUS ADOPTION OF MILTON ZONING FOR THE ANNEXATION; SETTING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION OF SAID EFFECTIVE DATE AT LEAST ONCE A WEEK FOR TWO WEEKS AFTER PASSAGE; AND ESTABLISHING A REFERENDUM PROCESS APPLICABLE TO THE ANNEXATION

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

DATED this ____ day of _____, 2018.

CITY CLERK

Legal Description for Hill Creek Annexation

All of Regency Woods Division Number 4 according to the Plat thereof recorded in Volume 156, Pages 32 through 37, Records of King County, Washington, together with;

All of Hill Creek Division Number 2 according to the Plat thereof recorded in Volume 167 of Plats, Pages 29 through 31, in King County, Washington, and;

Lot 15, Block 24 of Curtis' Addition to East Tacoma as recorded in Volume 4, at Page 45 in Section 33, T21N, R4E, WM, in King County Washington, together with;

A Portion of Block 24 of Curtis' Addition to East Tacoma as recorded in Volume 4, at Page 45 in Section 33, T21N, R4E, WM, in King County Washington, more described as King County Parcel Number 241874001655, together with;

A portion of Tract A of the Plat of Sterling Crest as recorded in Volume 176 of Plats, Pages 25 through 28, records of King County, Washington, together with;

All roads and tracts included in the above-described areas.

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**Hill Creek Annexation to the City of Milton
Impact Report**

General Annexation Description

History

The City received a petition of annexation from 89 residents of the Regency Woods Division 4 and Hill Creek Division 2 Development areas located in the northeast portion of the City's Potential Annexation Area (See Exhibit 1). This petition represents over 65-percent of the assessed value of this area and signifies a significant commitment from the area regarding annexation. There are several different methods of annexing an area into a City. In this case it was determined that the most-expeditious method of annexation would be to utilize the "Island Method" of annexation.

Overview

The Regency Woods Division 4 Plat was completed in April 1991 and the Hill Creek Division 2 Plat was completed in November 1993. Both of these plats were completed under the jurisdiction of King County. Houses were generally constructed between 1993 and 1995.

The Regency Woods Division 4 Plat consists of 111 lots and the Hill Creek Division 2 plat consists of 14 lots. There are also 3 additional lots near the entrance to the annexation area. One of these 3 lots contains a house and the other two are vacant. This results in a total of 128 lots. There are also several Tracts for sensitive areas, native growth protection easements, storm detention facilities, drainage and a Tot-Lot park. Some of these tracts are owned by the respective Home Owner's Associations and others are owned by King County. The City would obtain ownership of the tracts owned by King County. The total area of the area to be annexed is approximately 40 acres.

The developments are accessed from 28th Avenue South by way of S. 380th Street.

The Assessed Value of these properties, as shown on King County's records is \$41,000,000.

Financial Impact

Revenues

The City will receive increased tax revenue estimated to be \$103,100, from the following sources:

- Property taxes - \$63,300
- Electric utility taxes - \$11,600
- Telephone and cable tv taxes - \$11,400
- Water utility taxes - \$4,000
- Sewer utility taxes - \$3,700
- Natural gas utility taxes - \$3,400
- Solid waste utility taxes - \$3,200
- Storm water utility taxes - \$2,500

All tax revenues are credited to the City's General Fund.

The City will also receive an estimated \$26,400 in increased storm drainage fees, which will be credited to the City's Stormwater Operations Fund.

Expenditures

The estimated annual cost increase for Public Works is \$23,700. Most of this cost is street overlay maintenance (estimated to be \$15,000/year). Other costs include maintenance of street signs, stormwater pipes, fire hydrants and sidewalks/curbs/gutters. Street maintenance will be charged to the City's Street Maintenance Fund, which is subsidized by the General Fund. Remaining costs will be charged to the appropriate utility operations funds.

Public Works, Parks and Community Development Impacts

Streets

The City will assume responsibility for the maintenance of the street system within the new annexation area. This responsibility will include the pavement, street signs, pavement markings, guardrail, rockeries and sidewalks/curbs/gutters.

The streets in the proposed annexation area include:

- South 380th Street
- South 380th Place
- South 379th Street
- 19th Avenue South
- 20th Place South
- 20th Court South
- 21st Court South
- 23rd Place South
- 23rd Court South
- 24th Court South

South 380th Street terminates at a dead-end with barricades. It appears that the original intent was to extend this roadway through to the south. However, it is unlikely that this will happen anytime in the near future.

Pavement

There are 6,120 Lineal Feet of new roadway with an average width of 28 feet resulting in approximately 171,500 square feet of new asphalt. The asphalt is in generally good condition. It is unknown when the roadway was last overlaid. These records would be in King County's possession. It is assumed that the pavement has a remaining service life of approximately 10 to 15 years.

Since these developments are only accessed from 28th Avenue South by way of S. 380th Street, no cut through traffic issues will occur. It is unknown at this time whether there is an issue with speeding within the neighborhood.

Street Signs

The City will have to evaluate the existing street signs to determine if they meet the current standards for retroreflectivity. If not, these signs would have to be added to our list for replacement.

Pavement Markings

There are currently no pavement markings in the new annexation area. In the future the City may elect to install stop bars or other markings, but at this time there are no plans to immediately install any pavement markings.

Guardrail

There is an approximately 200-foot-long section of guardrail near the entrance to the annexation area. It is currently in good shape. Future repairs of this guardrail would fall under the responsibility of the City. No immediate work will be required.

Rockerries

There are no existing concrete retaining walls but there are rock retaining walls adjacent to the sidewalks in a couple locations. They are relatively good shape without any existing damage. Future maintenance of these walls would fall under the responsibility of the City.

Sidewalks/Curbs/Gutters

Within the developments the curbs are rolled curbs which do not meet the current standards of the City of Milton. These curbs would not be reconstructed but would be allowed to remain.

There are several hundred feet of vertical curb along the S. 380th Street leading into the development that conform to the existing City standards.

There are approximately 10,000 lineal feet of sidewalk with a general width of 5-feet. The sidewalks are in good condition with no buckling or street tree damage and are not in need of any obvious repairs at this time. There are no sidewalks at the following locations:

- Along a section of S. 380th Place west of 19th Avenue South.
- To the north of S. 379th Street along 21st Court South.
- Within the 23rd Ct Cul-de-Sac.
- 23rd Place South – North/west of S. 380th Street

There are generally no street trees but there are some trees located sporadically throughout the development.

Parking is allowed on both sides of the street.

Many of the wheelchair ramps were updated in 2012 to conform with the Americans with Disability Act(ADA)standards that were in effect at that time. It is anticipated that these ramps still meet current ADA standards.

Street Lights

This area has very limited street lighting. There are broadly spaced pedestrian lights that provide some coverage, but overall this area does not have significant lighting. It is assumed that the Homeowner's Association is responsible for maintenance and electricity costs of these street lights.

Fire Hydrants

There are approximately 6 fire hydrants located within this annexation area. The City is coordinating with Lakehaven Utilities to determine the cost of maintaining these facilities.

Storm Drainage

Overall the neighborhood's storm drainage system appears to be well cared for and in relatively good condition.

Critical Areas/Slope and Landslide Hazard Areas

There are steep slopes and potential landslide areas mapped by King County in the neighborhood. The areas in question run behind the backyards of homes that are on the east side of 21st Pl. S. and homes in the 23rd Pl. S. cul-de-sac. There are also areas to the north of the neighborhood that are steep and listed as landslide hazard areas. These areas actually slope down to our Inter Urban Trail.

The risk of a landslide in this highly developed area is slight unless there is an event that would cause widespread damage anyway. In other words, the critical areas around this neighborhood are stable enough to not cause a failure under normal circumstances. A large seismic event, or something similarly disruptive, could cause a failure here, as it would cause many failures in may developed areas.

Any actual development or redevelopment of areas would require information provided by actual testing by a professional.

Wetlands

According to King County iMAP there is a wetland area delineated next to the northeast pond behind the homes on S 379th St. This area does not appear to be developable due to its proximity to the Interurban Trail and no road access. In addition, the parcel is owned by the City of Milton as a buffer to the trail, giving us complete control over this particular critical area.

Stormwater

Stormwater facilities in the area consist mainly of catch basins, pipes, and ponds. In addition, the neighborhood is almost completely surrounded by City of Milton owned property.

It is estimate that there is approximately 8,000 lineal feet of stormwater pipe and approximately 40 catch basins. The diameters of these pipes are unknown and the size of the catch basins are assumed to be Type 1's.

By virtue of their existence in the ROW the stormwater facilities will become the City's responsibility. The neighborhood has 3 stormwater ponds that are currently maintained by King County, who receives the residents' stormwater fees. These ponds would become the responsibility of the City along with all of the above and underground stormwater infrastructure.

Milton would initiate stormwater utility accounts with the 126 residences (2 properties are vacant) for an approximate monthly total of \$2,200.00.

A new Stormwater account will have to be added to the City's billing system for each of the new customers.

Other Utilities

Power

Electricity is currently provided by Puget Sound Energy. This will continue after annexation.

Gas

Natural gas is currently provided by Puget Sound Energy. This will continue after annexation.

Water

Water is provided by Lakehaven Water and Sewer District. This will continue after annexation.

Sanitary Sewer

Sanitary Sewer is provided by Lakehaven Water and Sewer District. This will continue after annexation.

Telecommunications

This area is served by Comcast and Centurylink. It is unknown at this time whether any other private companies offer services to this area.

Solid Waste

Solid Waste disposal is provided by Waste Management.

It is anticipated that no changes will be required to the franchises because they automatically expand if the City annexes a new area.

Parks

Even though the upper 850 feet of the trail is not in the City of Milton, we have been maintaining that portion of the trail through an agreement with King County. After annexation, this trail segment will officially become the responsibility of the City.

There is also an existing park located within the Regency Woods Division 4 Plat. This park is owned and maintained by the Homeowner's Association. After annexation this park will continue to be owned and maintained by them.

Community Development

Overview: The area to be annexed under this proposal does not contain any properties that are zoned for Business or Manufacturing. All of the properties in this area are zoned Single Family Residential. This includes a section of UGA that is identified, by King County, as belonging to Milton. All of the annexation area is developed with no real potential for redevelopment.

Anticipated Impacts: The majority of the impacts on the Community Development Department will occur prior to, and during the annexation proceedings.

The newly annexed area would need to be incorporated into the City's Comprehensive Plan, and zoning maps.

The Building Department would experience a slight increase of permits associated with minor Site Improvements.

Police and Fire

Overview: The area of the proposed annexation will add an approximate 300-350 residents with approximately 126 residences. The area is considered residential with some anticipated home businesses. There are minimal areas of concern as far as crime impact and calls for service. Public perception is this area has not seen any proactive policing as this area is at the end of unincorporated King County and law enforcement services are provided by KCSO.

Fire Services are currently provided by King County South Fire. Per Milton Code the proposed annexation area will move to East Pierce Fire for fire rescue and emergency services.

Future Impacts: It is reasonable to expect that the annexation will increase the amount of caseload for Fire and Police by 100 (+/-) calls for service during a 12-month period. The current proposed annexation financial burden will be absorbed within the existing 2018 Police Department Budget.

EXHIBIT A – SITE MAP

HILL CREEK DEVELOPMENT – ANNEXATION AREA

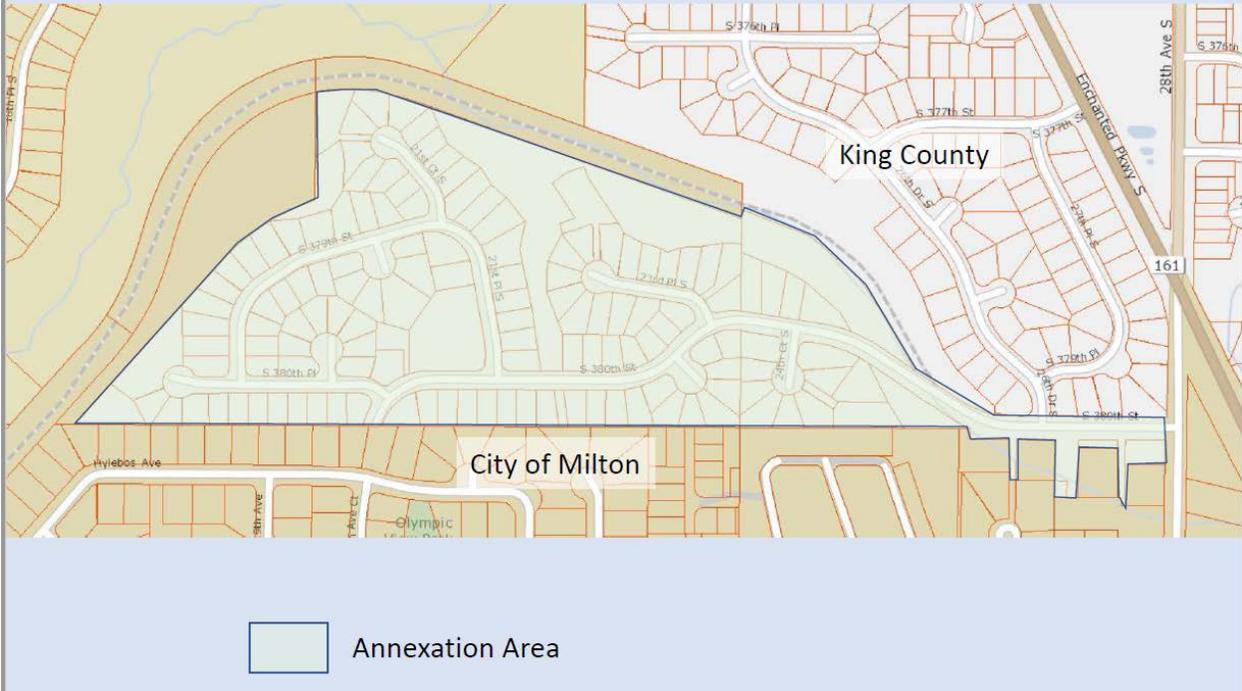


EXHIBIT B – LEGAL DESCRIPTION

Hill Creek Annexation

Legal Description

All of Regency Woods Division Number 4 according to the Plat thereof recorded in Volume 156, Pages 32 through 37, Records of King County, Washington, together with;

All of Hill Creek Division Number 2 according to the Plat thereof recorded in Volume 167 of Plats, Pages 29 through 31, in King County, Washington, and;

Lot 15, Block 24 of Curtis' Addition to East Tacoma as recorded in Volume 4, at Page 45 in Section 33, T21N, R4E, WM, in King County Washington, together with;

A Portion of Block 24 of Curtis' Addition to East Tacoma as recorded in Volume 4, at Page 45 in Section 33, T21N, R4E, WM, in King County Washington, more described as King County Parcel Number 241874001655, together with;

A portion of Tract A of the Plat of Sterling Crest as recorded in Volume 176 of Plats, Pages 25 through 28, records of King County, Washington, together with;

All roads and tracts included in the above-described areas.



To: Mayor Styron Sherrell and City Council Members
From: Tara Dunford, CPA, Interim Finance Director
Date: May 21st, 2018
Re: Ordinance 2nd Read – Check Signatory Authority

ATTACHMENTS: Ordinance

TYPE OF ACTION:

Information Only Discussion Action Public Hearing

Recommendation/Action: I move to accept this as the second reading and adopt the attached Ordinance amending section 3.24.150 of the Milton Municipal Code.

Fiscal Impact/Source of Funds: None.

Issue: Milton Municipal Code 3.24.150 delegates check signing authority to the Finance Director, with the City Clerk as the back-up.

Discussion: The Municipal Services Administrator oversees the Finance Department and is therefore a more appropriate delegate in the absence of the Finance Director.

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ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, MODIFYING SECTION 3.24.150 OF THE MILTON MUNICIPAL CODE RELATING TO THE SIGNATORY AUTHORITY FOR CHECK VALIDATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the existing Milton Municipal Code provides for signatory authority for check validation to be vested with the Finance Director and, in the absence of the Finance Director, the City Clerk; and;

WHEREAS, in order to provide a more-efficient procedure for check validation in the future, it is more efficient to designate the Municipal Services Administrator the authority to validate checks in the Finance Director's absence;

NOW, THEREFORE,

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

Section 1. The following Section of Chapter 3.24 FUNDS is amended as follows:

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

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

B. Two signatures shall be required to validate the checks herein authorized and the first signature shall be that of the mayor, or in the mayor's absence the mayor pro tempore, and the second signature shall be that of the finance director, or in the finance director's absence, ~~the city clerk~~ **the individual designated by the mayor to perform duties of the position of city administrator pursuant to 2.06.020 MMC and designated as the municipal services administrator.**

Section 2. 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 3. Effective Date. This ordinance shall take effect and be in full force five (5) days from and after publication.

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

SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK

APPROVED AS TO FORM:

BY _____
CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

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To: Mayor Styron Sherrell and City Council Members
From: Tara Dunford, CPA, Interim Finance Director
Date: May 21, 2018
Re: **Check Approval Process**

ATTACHMENTS: Resolution

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action: “I move to approve the Resolution authorizing the Auditing Officer to approve payment and disbursement of checks prior to approval by the City Council, provided that checks shall be presented for approval at the next regularly scheduled Council meeting.”

Fiscal Impact/Source of Funds: There is no budget impact for this item.

Issue:

To expedite the payment of claims, RCW 42.24.180 allows checks to be issued prior to approval by Council, if the Council approves the practice via resolution. Approval of this process change would result in time savings/efficiencies within the Finance Department with no increase in risk to the City.

Background:

All payments are subject to multiple levels of review prior to payment. The person who receives the good or service must sign off on invoices. All payments are approved by a Department Director, City Administrator and/or the Mayor, based on dollar values established in the Milton Municipal Code and in the City’s purchasing policy. The central accounts payable clerk reviews all invoices for appropriate approvals and account coding. The auditing officer reviews and approves the entire payment packet prior to issuing checks. The last step in the process is approval by the Council. The timing of Council approval is the only proposed change in the approval process.

Under the proposed practice, RCW requires that:

- (1) The Council shall provide for review and approval of all checks at a regularly scheduled public meeting within one month of issuance.
- (2) The Council shall require that if, upon review, it disapproves some claims the auditing officer and the officer designated to sign the checks shall jointly cause the disapproved claims to be recognized as receivables of the City and to pursue collection diligently until the amounts disapproved are collected or until the legislative body is satisfied and approves the claims. Claims that are disapproved shall be pulled from the consent agenda and re-presented for approval at the next regularly scheduled meeting.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON AUTHORIZING RELEASE OF CHECKS AND ELECTRONIC PAYMENTS PRIOR TO COUNCIL APPROVAL.

WHEREAS, there is a need for the City to process checks and electronic payments in a timely manner; and

WHEREAS, RCW 42.24.180 authorizes the issuance of checks before approval of the City Council in order to expedite payment of claims; and

WHEREAS, the City shall enact the following policies and procedures pursuant to RCW 42.24.180:

1. All claims against the City of Milton shall be pre-audited and approved by the Auditing Officer prior to release;
2. A performance bond of at least \$50,000, or equivalent coverage, shall be in place for the Auditing Officer.
3. The City Council shall review and approve claims paid at its next regularly scheduled meeting: and
4. If the City Council disapproves any claims, the authorizing Auditing Officer will recognize these claims as receivables of the City and will pursue collection diligently until the amounts are either collected or the City Council approves the claims.

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

The City's Auditing Officer may approve checks for payment and disbursement prior to the Council taking action to approve said claims.

PASSED AND APPROVED at a regular meeting of the Council of the City of Milton, this 21st day of May, 2018.

Shanna Styron Sherrell, Mayor

ATTEST:

City Clerk

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Agenda Item 9D:

To: Mayor Styron Sherrell and City Council Members
From: Bill Barnhart, Public Works Superintendent
Date: May 21, 2018
Re: Contract Award – City Facility Lighting Project

ATTACHMENTS: Contract

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to authorize the Mayor to award the contract for the City Facility Lighting Project to Luminal Lighting in an amount of \$86,384.70 and authorize the Mayor to sign all necessary documents to execute such contract.”

Fiscal Impact/Source of Funds: This expenditure was included in the 2018 adopted budget, Project #139 HVAC and Lighting 402.595.33.62.139 with a partial reimbursement from the Bonneville Power Administration.

Issue: Existing lighting fixtures throughout the City’s facilities are old and not energy efficient. Our city facilities also have a wide variety of different fixtures requiring increased maintenance costs due to different parts and fluorescent tubes. For example, over half of the City’s fluorescent fixtures require T-12 Tubes which are no longer manufactured. They are still available but are expensive.

The Bonneville Power Administration(BPA), who administers the City’s electrical conservation program, estimates that an annual energy savings of \$8,084 could be achieved by replacing our old fixtures with new energy efficient ones. BPA also provides the City with a monetary reimbursement as part of its electrical conservation program. This amount is estimated to be \$26,815, which would lower the City’s cost to \$59,569.70. Using these estimates, the City will recover its cost of the project in approximately 7.3 years.

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**CITY OF MILTON
PUBLIC WORKS CONTRACT**

Project No. 139

THIS CONTRACT, is made this _____ day of May, 2018 by and between the City of Milton (hereinafter referred as "City"), a Washington Municipal Corporation, and Lumenal Lighting, LLC (hereinafter referred to as "Contractor"), doing business at 21706 66th Ave W, Mountlake Terrace, WA 98043.

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

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

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

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

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

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

2. **Payment.** Payment for the work as described in the Contract shall not exceed Eighty six thousand three hundred eighty four & 70 cents dollars (\$86,384.70), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
3. **General Administration.** The Contract Administrator, Bill Barnhart of the City of Milton shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or as otherwise provided herein.
5. **Notice to Proceed / Completion Time.** The Contractor shall begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and shall carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within ⁶⁰ calendar days (holidays and weekends included), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **Indemnity / Hold Harmless.** The Contractor shall fully indemnify, protect, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The Contractor's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Contractor's employees, contractors, consultants and agents.

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

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

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

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

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

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

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

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

9. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.
10. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the

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

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

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

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

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

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

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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

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

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage

maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Dispute Resolution.** Should any dispute, misunderstanding or conflict arise under this Contract, the matter shall be referred to the Mayor, whose decision shall be final. The Superior Court for Pierce County, Washington, shall be the exclusive venue for any litigation arising out of this Contract. Both parties hereby consent to the jurisdiction of said court. In the event of any such litigation, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Contract shall be governed by and construed in accordance with the laws of the State of Washington.
24. **Verification.** Pursuant to RCW 39.06.020, Contractor shall verify the applicable responsibility criteria for each first tier subcontractor, and shall ensure that all subcontractors of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every subcontract of every tier.
25. **Utility Location.** The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as may be amended. The Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the "one call" system, before commencing any excavation activities.

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

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

CITY OF MILTON

By: _____
Mayor

CONTRACTOR

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

Bill Barnhart

City of Milton
1000 Laurel Street
Milton, WA 98354
Phone: 253-922-8738
Fax: 253-922-3466

CONTRACTOR CONTACT

Luminal Lighting, LLC

Nicholas Woltzen
21706 66th Ave W

Mount Lake Terrace, WA 98043
Phone: 425-224-2011 x119
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

BID PROPOSAL

For \$86,384.70

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

BASE BID

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

Base Bid Amount	\$ <u>78,603.00</u>
WSST @ 9.9%	\$ <u>7,781.70</u>
TOTAL BASE BID	\$ <u>86,384.70</u>

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

Contractor Name: Lumenal Lighting, LLC
Address: 21706 66th Ave W City: Mountlake Terrace Zip: 98043
Phone: 425-224-2011 x119 Fax: _____
Signature: _____

Attachment A
SCOPE OF WORK

CUSTOMER/MAILING INFORMATION	
Project Name	City of Milton
Company Name	City of Milton
Mailing Address	1000 Laurel St.
City/State/Zip Code	Milton, WA 98354
Contact Phone Number	(253) 831-4271 xFalse
Contact Email	mhowitz@cityofmilton.net
UTILITY AND TRADE ALLY INFORMATION	
Utility	Trade Ally
Organization	Luminal Lighting, LLC.
Contact Name	Nicholas Woltzen
Contact Phone Number	(425) 224-2011 x119
Contact email	nwoltzen@luminal.com

ESTIMATED PROJECT SUMMARY	
Estimated Annual Energy Savings	96,107
Estimated Energy Savings (Percentage)	63%
Estimated Annual Utility Bill Savings	\$8,447
Estimated Install Costs	\$78,603
Estimated Incentive	\$16,106

ITEMIZED PROJECT SUMMARY	
This project is pending utility approval. All figures should be considered estimates.	

Annual Hours	Measure # Space Status	Existing	Proposed	Controls	Baseline Proposed Savings (% decrease)	kWh/year	Watts per Fixture	Incentives	Notes
313 1	Other 313 D	2 Incandescent(s) General Purpose, A- lamp 60 W/lamp, 1 lamp(s)/fixture	2 LED(s) Small Lamp / Fixture, any type 9 W/lamp, 1 lamp(s)/fixture	1 x Occ. Sensors(s) 25 % Reduction	Baseline Proposed Savings (% decrease)	39 6 34(89%)	60 9	Decommissioning : [none] Equipment F2-75%: 2 fixture(s) at \$15/fixture (\$30) Controls: [controlled wattage too small]	60 Utility LEDA19-800 OSW
313 2	Other 313 D	2 Incandescent(s) General Purpose, A- lamp 150 W/lamp, 1 lamp(s)/fixture	2 LED(s) Small Lamp / Fixture, any type 18 W/lamp, 1 lamp(s)/fixture	1 x Occ. Sensors(s) 25 % Reduction	Baseline Proposed Savings (% decrease)	97 12 88(91%)	150 18	Decommissioning : [none] Equipment F4-75%: 2 fixture(s) at \$60/fixture (\$120) Controls: [controlled wattage too small]	65 Gym Storage, Boiler Room LEDA21-1650 WCW
313 3	Other 313 D	2 Incandescent(s) General Purpose, A- lamp 150 W/lamp, 1 lamp(s)/fixture	2 LED(s) Small Lamp / Fixture, any type 18 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)	97 12 85(88%)	150 18	Decommissioning : [none] Equipment F4-75%: 2 fixture(s) at \$60/fixture (\$120) Controls: [no controls specified]	66 Boiler Room LEDA21-1650
313 4	Other 313 D	6 Incandescent(s) General Purpose, A- lamp 60 W/lamp, 1 lamp(s)/fixture	6 LED(s) Small Lamp / Fixture, any type 20 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)	116 39 77(67%)	60 20	Decommissioning : [none] Equipment F2-50%: 6 fixture(s) at \$10/fixture (\$60) Controls: [no controls specified]	58 Kitchen LEDCAN6-ADJ
313 5	Other 313 D	4 T8(S) 4 ft, NLO Ballast 32 W/lamp, 2 lamp(s)/fixture	4 LED(s) Troffer, New Fixture or Retrofit kit 30 W/lamp, 1 lamp(s)/fixture	1 x Occ. Sensors(s) 25 % Reduction	Baseline Proposed Savings (% decrease)	76 39 47(62%)	59 30	Decommissioning : [none] Equipment G1-40%: 4 fixture(s) at \$20/fixture (\$80) Controls N1: 1 control(s) @ \$35/control (\$35)	61 WIC LEDRFK-1430 WCW
313 6	Other 313 D	10 T8(S) 4 ft, NLO Ballast 32 W/lamp, 2 lamp(s)/fixture	10 LED(s) Troffer, New Fixture or Retrofit kit 30 W/lamp, 1 lamp(s)/fixture	[No controls specified]	Baseline Proposed Savings (% decrease)	190 97 93(49%)	59 30	Decommissioning : [none] Equipment G1-40%: 10 fixture(s) at \$20/fixture (\$200) Controls: [no controls specified]	57, 62 Community Building, Dining LEDRFK-1430

State of Washington
Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 5/16/2018

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Pierce	Electrical Fixture Maintenance Workers	Journey Level	\$17.76		1	

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To: Mayor Styron Sherrell and City Council Members
From: Chief Hernandez, Police Chief / Public Safety Administrator
Date: May 21, 2018
Re: **City Legal Services**

ATTACHMENTS: **Professional Services Agreement - City Legal Services Contract**
Ogden Murphy Wallace, PLLC Proposal
City of Milton - RFP

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action: "I move to approve the attached contract for City Legal Services with Ogden Murphy Wallace, PLLC."

Fiscal Impact/Source of Funds: The hourly rate for the first 40 hours per month of member or associate service from Ogden Murphy Wallace will be at the rate of \$200 dollars per hour. The 2018 adopted budget for attorney services will provide the funding for this service.

Issue:

The City needs a full array of Municipal City Attorney services including general legal counsel for the Mayor, City Council, and staff.

Background:

The City over the past year and half had an attorney on staff. The City realized due to the complexity of city government and a wide array of services rendered by a city, that having a single specialized attorney on staff did not provide the breadth of service required. Moving to a legal service contract with an established multi-specialty law firm will provide such needed services.

The staff realizes the importance to maintain financial stability in the current adopted budget. This recommendation is contract for legal services and to use the funds that were allocated for a staff attorney and supplies. With the use of MSRC and WCIA services to also provide legal advisement, having legal contracted services can be used on a "as-needed" basis when other resources are exhausted or not appropriate.

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**CITY OF MILTON PROFESSIONAL SERVICES AGREEMENT
CITY ATTORNEY SERVICES**

THIS Agreement is made effective as of this 22nd day of May 2018 by and between the City of Milton, Washington ("City") and Ogden Murphy Wallace, PLLC ("Attorney").

WHEREAS, the City desires the services of a skilled City Attorney; and

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

WHEREAS, the Attorney has represented to the City that the Attorney is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish legal services to the City, NOW, THEREFORE,

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

1. General Purpose and Intent.

City legal services on an as-needed basis.

2. Services by the Attorney.

A. The City hereby retains the Attorney to provide professional services as defined in this Agreement. The Attorney shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement. The services performed by the Attorney shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

3. Schedule of Work.

The Attorney shall not begin any work under the terms of this Agreement until authorized in writing by the City. The parties agree that work begin on the tasks described in Section 1 above immediately upon the effective date of this Agreement. A failure to complete the work within the specific timeframe, except where such failure is due to circumstances beyond the control of the Attorney, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the Attorney but may be extended by the City, in the event of a delay attributable to the City, or because of unavoidable delays caused by circumstances beyond the control of the Attorney. All such extensions shall be in writing and shall be executed by both parties.

4. Compensation.

General Services: The first forty (40) hours of general services performed under this contract in any month shall be compensated at the rate of \$200 per hour. Services performed in excess of 40 hours in any month shall be compensated at the specialty rates set forth below. In any given month if services rendered do not total at least 40 hours, the remaining balance of hours will be carried forward to the next month at the \$200 per hour rate.

Specialty Services: Specialty services and services in excess of the General Services month cap, such as litigation, shall be compensated at the following rates:

Members:	\$300 per hour
Associates:	\$230 per hour
Of Counsel:	\$230 per hour
Paralegals:	\$140 per hour

Specific rates for larger scale projects such as labor negotiations will be negotiated at the time of need. Telecommunications and other services subject to third-party reimbursement will be offered at market rates. No travel time will be charged for one City Council meeting per month and six (6) initial Mayor staff meetings.

A. The Attorney shall be paid by the City for satisfactorily completed work and services satisfactorily rendered under this Agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. If the services rendered do not meet the requirements of the Agreement, the Attorney will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement. Correction of typographical and other clerical errors made by the Attorney shall be made at no cost to the City.

B. The Attorney shall be entitled to invoice the City no more frequently than once per month during the course of the completion of work and services by the Attorney. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The City shall pay all such invoices within 45 days of submittal, unless the City gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the Attorney agrees to perform all services contemplated by this Agreement for no more than said maximum amount. The Attorney shall keep cost records and accounts pertaining to this Agreement available for inspection by the City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

5. Corrective Changes in Work.

The Attorney shall promptly make such changes and revisions in the complete work provided by this Agreement as may be necessary to correct errors made by the Attorney and appearing therein when required to do so by the City. The Attorney shall make such corrective changes and revisions without additional compensation from the City. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Attorney shall make

such revisions as directed by the City. This work shall be considered as extra work and will be paid for as negotiated through a written amendment to the Agreement as provided in Section 2.B.

6. Coordination of Contract Documents.

This Agreement consists of this Professional Services Agreement form. If there is any inconsistency between this Professional Services Agreement form and any of the exhibits, the Professional Services Agreement form shall take precedence. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified shall be null and void.

7. Discrimination and Compliance with Laws.

A. The Attorney agrees not to discriminate against any employee, or applicant for employment, subcontractor, supplier or materialman, or any other person in the performance of this Agreement because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. In the performance of work under this Agreement, the Attorney shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the Attorney's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Attorney shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Attorney shall obtain a City of Milton business license pursuant to the provisions of Chapter 5.04 MMC prior to receipt of written authorization to proceed.

D. Violation of this paragraph shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

8. Termination.

A. The City reserves the right to terminate this Agreement at any time upon written notice to the Attorney. Any such notice shall be given to the address specified in Section 15(A). In the event that this Agreement is terminated by the City other than for fault on the part of the Attorney, a final payment shall be made to the Attorney for all services satisfactorily performed. No payment shall be made for any work following receipt by the Attorney of the notice to terminate. In the event that services of the Attorney are terminated by the City for fault on part of the Attorney, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Attorney in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

B. The City may suspend this Agreement, at its sole discretion, upon one week's advance notice to the Attorney. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Attorney's reasonable

expenses and shall be subject to verification. The Attorney shall resume performance of services under this Agreement without delay when the suspension period ends.

9. Standard of Care.

The Attorney represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Attorney under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

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

11. Indemnification/Hold Harmless.

The Attorney shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness, or death of employees of the Attorney and/or damage to property, arising out of or resulting from the acts, errors or omissions of the Attorney, its officers, agents, or employees, in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Attorney and the City, its officers, officials, employees, and volunteers, the Attorney's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Attorney's negligence.

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

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

12. Insurance.

The Attorney shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Attorney, its agents, representatives, or employees. The Attorney's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Attorney to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

The Attorney shall obtain insurance of the types described below:

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

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

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

4. Professional Liability insurance appropriate to the Attorney's profession.

B. Minimum Amounts of Insurance

The Attorney shall maintain the following insurance limits:

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

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the City will be named on all insurance as an additional insured. The Attorney shall submit a certificate of insurance to the City evidencing the coverages specified above, together with an additional insured endorsement naming the City, within fifteen (15) days of the execution of this Agreement and prior to the performance of any work specified

hereunder. The certificates of insurance shall cover the work specified in or performed under this Agreement. The certificate and endorsement must be project and/or site specific. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the City.

The Attorney's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Attorney's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

The Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Attorney before commencement of the work.

F. Notice of Cancellation

The Attorney shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Attorney to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Attorney to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Attorney from the City.

13. Assigning or Subcontracting.

The Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

14. Independent Contractor.

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

15. Notice.

A. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Milton
Attn: Mayor Shanna Styron-Sherrell
1000 Laurel Street
Milton, WA 98354

Attorney:
W. Scott Snyder
Daniel P. Kenny
Ogden Murphy Wallace, PLLC
901 Fifth Avenue, Suite 3500
Seattle WA 98164-2008

B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of Section 15.A.

16. Non-Waiver.

Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Attorney for any breach of the Agreement by the Attorney, or for failure of the Attorney to perform work required of it under the Agreement by the City. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement

17. Resolution of Disputes; Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this Agreement shall be the Pierce County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

18. Taxes.

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

19. Entire Agreement.

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

20. Risk of Loss.

The Attorney shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Attorney shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

CITY OF MILTON

By: _____
Mayor Shanna Styron-Sherrell

Date: _____

ATTEST:

By: _____
City Clerk

ATTORNEY
OGDEN MURPHY WALLACE, PLLC

By: _____
W. Scott Snyder

Date: _____



DANIEL P. KENNY
dpkenny@omwlaw.com
W. SCOTT SNYDER
ssnyder@omwlaw.com

VIA FEDERAL EXPRESS

April 20, 2018

Ellie Hooman, City Clerk
City of Milton
1000 Laurel Street
Milton WA 98354

RE: City of Milton Request for Proposal – City Attorney Services

Dear Ms. Hooman:

It is our pleasure to submit this response on behalf of Ogden Murphy Wallace, PLLC (“OMW”). The key members of your team, Daniel Kenny and Scott Snyder, have prepared this response and our submittal highlights the other attorneys and services which will be available to you should you choose us as your City Attorney.

OMW is a multi-specialty law firm that has served Pacific Northwest municipalities, businesses, and individuals for over 115 years. For the past five decades, we have maintained a robust municipal practice. We serve more Washington cities as City Attorney than any other law firm in the State. In addition to service as City Attorney, we have provided specialized governmental services to over 60 cities in the past ten years. Our municipal attorneys are supported by other lawyers in the firm with expertise in a wide variety of legal disciplines including litigation, labor, employment, real estate and business law. If our firm is selected as Milton’s legal counsel, Daniel Kenny would serve as your City Attorney with support from Scott Snyder as Mr. Kenny’s resource, supervisor, and back up. The services of every other OMW professional are also available to the City on an as-needed basis. Our prior experience serving the City of Milton will help us develop an effective and economical working relationship.

Firm qualification highlights:

- OMW’s attorneys have extensive experience representing municipalities throughout the State of Washington. Our firm currently serves as City Attorney for 17 Washington cities and towns, as well as numerous special purpose districts.
- The breadth of OMW’s municipal practice benefits our clients by allowing us to apply our recent experiences to current matters. This ensures a high degree of efficiency in our delivery of services and significantly reduces the legal costs of the cities we represent.

- OMW's Municipal Law practice group includes nine attorneys in the Seattle office, allowing us to be accessible and to provide quality, responsive service to our client cities at all times.
- OMW has other practice groups focusing on litigation and employment, labor, health care, real estate and business law. Attorneys specializing in these fields are available to provide their particular expertise and experience whenever complex transactions or litigation demand it.

For additional information regarding OMW, including detailed biographies of our professionals, you are encouraged to visit our website at: www.omwlaw.com.

As the enclosed Response to your Request for Proposal demonstrates in greater detail, Ogden Murphy Wallace is able to provide the City of Milton with exceptional, cost-effective representation. We view our efforts as a partnership with cities to provide efficient representation. We look forward to hearing from you as the next step in what I hope will be a reestablishment of a mutually successful relationship with the City.

Very truly yours,

OGDEN MURPHY WALLACE, PLLC



Daniel P. Kenny



W. Scott Snyder

WSS/gjz

Enclosures

OGDEN
MURPHY
WALLACE
ATTORNEYS

RESPONSE TO REQUEST FOR PROPOSALS

for

CITY OF MILTON – CITY ATTORNEY SERVICES

Primary Contacts:

Daniel P. Kenny, Senior Associate

dpkenny@omwlaw.com

W. Scott Snyder, Member

ssnyder@omwlaw.com

Ogden Murphy Wallace, P.L.L.C.

901 Fifth Avenue, Suite 3500

Seattle, WA 98164

(206) 447-7000

FIRM QUALIFICATIONS

OMW currently has one of the largest municipal practices in Washington State measured by the number and variety of public entities we represent. We have extensive experience working with cities and other public sector clients as general counsel on issues involving compliance with local, state and federal laws; the Growth Management Act; the Public Records Act; the Open Public Meetings Act; land use and zoning; annexations; water law; public bidding, procurement and contracting; professional service contracts; risk management; real estate acquisitions; construction disputes; personnel and labor law; and interlocal contracting.

In addition to representing public clients as general counsel, we provide specialty municipal law, contracts and employment law, and consulting services to utility districts, transit systems, hospital districts, health districts, universities, colleges, school districts, port districts, fire districts and other special purpose districts, as well as nonprofit and private sector employers. We have also served as special deputy prosecutors for Snohomish County and as consultants to Kitsap County and King County. Today, nine attorneys in our Seattle office and four attorneys in our Wenatchee office focus their practices exclusively or primarily on municipal law.

Regular municipal clients of the firm include: the cities of Redmond, Issaquah, Mukilteo, Monroe, Poulsbo, Gig Harbor, Normandy Park, Clyde Hill, Carnation, Woodway, Buckley, Milton, Brewster, Bridgeport, Cashmere, Conconully, Deer Park, Grand Coulee, Rock Island, and Pomeroy; special purpose districts such as King County Fire District No. 45, Public Healthcare Services District No. 3 of Pacific County (d/b/a Ocean Beach Hospital), Skagit County Public Hospital District No. 2 (d/b/a Island Hospital), Vashon Island Park District, Douglas County Sewer District No. 1, Chelan County Public Hospital District No. 1 (Cascade Medical Center), Chelan-Douglas Health District, Douglas County Fire District No. 2, and Pangborn Memorial Airport; PTBAs including Link Transit and Grant Transit; educational institutions such as the University of Washington, Bellevue College and Evergreen College; housing authorities including the King County Housing Authority, Bremerton Housing Authority, Housing Authority of the City of Wenatchee and Chelan County and the Housing Authority of Grant County; the Ports of Moses Lake and Chelan County; among others.

Through the combined experiences of our municipal attorneys, OMW has encountered virtually every conceivable type of public sector issue. We have represented our clients at all levels of the state and federal judiciary, including the Ninth Circuit Court of Appeals and the United States Supreme Court. We have litigated innumerable appeals before administrative tribunals, including the Growth Management Hearings Board, the Shoreline Hearings Board and the Washington Utilities and Transportation Commission. We constantly monitor developments in the courts and State Legislature, and we provide timely and proactive advice to our clients on current legal issues. As merely one example, our office regularly sends our client cities timely notification of important judicial opinions as well as a yearly summary of pertinent legislative enactments.

The breadth and depth of our public entity experience gives us a distinct advantage over other firms. We have an intimate knowledge of the legal and business needs of our municipal clients and we are keenly attuned to the unique issues that are important to them. Our extensive public-sector representation also benefits our clients in that we do not need to “reinvent the wheel” every time a particular issue arises. Municipalities often face similar challenges, and we have been able to significantly reduce our clients’ legal costs by applying our previous and current experience with other clients.

Our municipal clients also benefit from our firm's multi-specialty practice. Our attorneys have the breadth and depth of experience to successfully counsel and represent cities through any legal issue, regardless of complexity. Our firm includes attorneys who focus their respective practices on banking, bankruptcy, construction, finance, mergers and acquisitions, employment and labor, environmental law, estate planning, healthcare, land use and water, public finance, real estate, tax and telecommunications issues. Our Litigation practice group also boasts some of the best trial lawyers in the state, each of whom is available to assist our client municipalities with legal disputes of any size. With such diverse legal knowledge dispersed throughout the nearly 50 lawyers of our firm, we can staff and perform the services required for any given project, however unusual or complex.

The following describes our firm's experience in specific areas of municipal law:

Land Use

Each of our municipal attorneys is well versed in all aspects of Washington law related to zoning, planning and project permitting, with detailed knowledge of the Growth Management Act, the Planning Enabling Act, the Land Use Petition Act, the Shoreline Management Act, the Regulatory Reform statute, the Appearance of Fairness Doctrine, and all other laws governing the local land use and development process. Our lawyers have represented municipalities in land use litigation at every level of the state and federal court system, including the United States Supreme Court. We have also successfully defended local land use decisions and zoning actions before a variety of administrative tribunals, including the Growth Management Hearings Board and the Shoreline Hearings Board.

Our attorneys have represented municipalities in local improvement district assessment claims, civil code enforcement proceedings and challenges to local gambling ordinances, and we have successfully defended cities against motions for temporary restraining orders and preliminary injunctions. Our specialized knowledge enables us to advise our municipal clients at every stage of the planning and zoning process, and we have the proven skill to defend local zoning and permitting decisions against every type of legal challenge.

Some of our recent land use representation includes the following:

- Successful defense of the City of Gig Harbor's decision not to docket and consider a citizen proposed text amendment before the Growth Management Hearings Board. *Katke v. Gig Harbor*, CPS GMHB No. 17-3-0002.
- Successful defense of the City of Bainbridge Island's Shoreline Master Program before the Growth Management Hearings Board. *PRSM v. City of Bainbridge Island*, CPS GMHB No. 14-3-0012.
- Successful defense of the City of Seattle's housing policies for the University District Subarea Plan. *Seattle Displacement Coalition v. City of Seattle*, CPS GMHB No. 15-3-0015.
- Successful defense of the City of Bainbridge Island's interpretation of its land use regulations regarding steep slopes. *Dufresne v. City of Bainbridge Island*, Kitsap County Superior Court Case No. 16-2-00635-5.
- Successful defense of the City of Woodinville's decision to deny a rezone and preserve the City's large lot residential zoning designation. *Phoenix Development, Inc. v. City of Woodinville*, 171 Wn.2d 820, 256 P.3d 1150 (2011).
- Successful defense of local improvement district assessment liens. *City of Redmond v. Farnsworth*, 118 Wn. App. 1039

- Successful defense of Land Use Petition Act appeal challenging local stormwater regulations. *Breske v. City of Edmonds*, 160 Wn. App. 1022.
- Successful defense of Land Use Petition Act Appeal challenging city's approval of large retail development. *Friends of North Kelsey v. City of Monroe*, 174 Wn. App. 1077.
- Successful defense of Land Use Petition Act appeal challenging approval of waterfront development project. *Thompson v. City of Mercer Island*, 192 Wn. App. 1073.
- Successful dismissal of Land Use Petition Act appeal challenging local zoning code amendment. *Schnitzer West, LLC v. City of Puyallup*, 196 Wn. App. 434.

Real Property

OMW's attorneys have significant experience in all aspects of real property law, including acquisitions, sales, land use planning and regulatory compliance. We routinely negotiate and draft purchase and sale agreements, and we have the expertise to assist clients through the closing processing for each transaction, including resolution of title issues, advising on appropriate title insurance coverage, and ensuring that all closing paperwork is in order. We also routinely draft development contracts, lease agreements, easements, grant and credit documentation, deeds of trust, restrictive covenants, promissory notes and regulatory compliance documentation. Our attorneys are experienced in real estate tax law, land use and zoning codes and restrictions, affordable housing and historic preservation regulations, landlord and tenant matters, environmental regulations and cleanup procedures, among other area of real estate law.

Beyond the transactional context, OMW's lawyers regularly represent clients in real estate litigation, including issues surrounding the purchase or sale of real estate, misrepresentations, property line disputes and survey issues, contractual interference, farming, financing, lease disputes and title issues.

Streets and Utilities

We routinely assist municipalities with a wide range of street, sewer, and water improvement projects. These services include acquisition of easements and right-of-way, utility coordination and latecomer agreements. Our attorneys also have particular experience with forming local improvement districts and defending challenges to LID assessments.

Eminent Domain and Condemnation

When negotiations for acquiring needed property prove unsuccessful, our condemnation and eminent domain attorneys are available to assist in the eminent domain process, from initiating the condemnation through all levels of litigation and appeal. We have worked with our clients to acquire land for parks, fire stations, public works shops, water mains, sanitary sewers, storm drains, roads, bridges, reservoirs, convention centers, and other public improvements.

Our attorneys have resolved numerous condemnation actions through mediation and have successfully tried condemnation actions in superior court when mediation has failed. We have defended our municipal clients in appellate proceedings challenging the validity of the underlying condemnation, and our attorneys have successfully secured over 100 parcels in condemnation actions. The following is a brief example of representative cases in this area:

- Currently representing the City of Redmond in condemnation proceedings brought to acquire property for the relocation of a stream and enhancements to a recreational trail connecting City

Parks. The property owner is seeking review by the State Supreme Court of a determination of public use and necessity affirmed by the Court of Appeals.

- Represented the City of Issaquah in condemnation proceedings to acquire right-of-way for improvements to E. Lake Sammamish Parkway and SE 62nd Street. This matter was settled at mediation.
- Represented the City of Redmond in condemnation proceedings to acquire right-of-way for the expansion of Cleveland Street. This matter was settled at mediation.
- Represented the City of Redmond in condemnation proceedings brought to acquire property for the NE 85th Street Bridge project, taking the matter all the way through a jury trial in King County Superior Court.
- Represented the City of Gig Harbor in condemnation proceedings for a major City park, again taking the matter all the way through a jury trial in Pierce County Superior Court.
- Represented the City of Woodinville in condemnation proceedings to acquire property from a gas station and convenience store for a street improvement, taking the matter all the way through a jury trial in King County Superior Court.
- Represented the City of Woodinville in condemnation proceedings to acquire property from a multi-tenant strip mall for a street improvement, taking the matter all the way through a jury trial in King County Superior Court.
- Represented the City of Milton in condemnation proceedings involving multiple parcels for a federally funded street widening project on Milton Way.
- Represented the City of Lynnwood in negotiations and condemnation proceedings to acquire property for the construction of the Lynnwood Convention Center, defending successfully a challenge to the City's eminent domain authority in Snohomish County Superior Court and the Court of Appeals.
- Represented the City of Edmonds in negotiations and condemnation proceedings involving multiple parcels to acquire permanent sanitary sewer and temporary constructions easements.
- Represented the City of Milton in condemnation proceedings to acquire easements necessary to secure the protection of well-heads used to supply municipal drinking water.

Public Works and Construction

OMW's municipal attorneys have significant experience relating to public works construction projects, from site selection and design to post-construction closeout. We assist municipalities in documenting construction issues, change orders and requests, and contract interpretation issues arising during the course of construction projects. We negotiate and draft architect agreements and bid proposals, respond to bid protests, and counsel clients to ensure the integrity of the bidding process. Finally, we routinely negotiate and draft construction contracts, including contract specifications that are developed in-house, contracts based on WSDOT specifications, and contracts incorporating AIA terms and conditions.

Our lawyers have extensive experience dealing with capital improvement projects including public works facilities of all sizes, park development and redevelopment projects, and numerous road improvement projects. We have participated in major design/build projects such as the Edmonds Public Safety Building, the Redmond City Hall and Redmond Public Safety Building. We assisted throughout the process as Edmonds and Monroe upgraded their sewer treatment plants. We have also advised on innovative public/private partnerships such as the construction of a fire station in Issaquah as a part of the Gilman Village development and the construction of public facilities in the City of Monroe's North Kelsey project.

When disputes arise during the construction process, our attorneys help to address construction delays with practical solutions that keep the underlying project moving forward while preserving our clients' legal position in relation to the contractor and/or project architect.

On behalf of our client municipalities, OMW's construction litigators prosecute claims arising from construction contracts and litigate construction project tort claims. Our depth of experience in all other aspects of construction law, ranging from pre-bid contract review to advising public owners during construction, informs our litigation strategy and enables us to quickly evaluate and comprehend each new litigation matter. We negotiate, mediate and litigate bond and retention issues, as well as claims related to payment, design defects, project delays, warranties, construction defects and construction site accidents. We also routinely handle prevailing wage issues and claims, and we have prosecuted against performance bonds in cases of contractor default.

Examples of some of our firm's recent construction cases include the following:

- *R.L. Alia v. City of Monroe*. Claims by a general contractor for additional compensation based on excavation-related compensation methodology. The matter was arbitrated with OMW acting as defense counsel for the City of Monroe. The arbitrator awarded nothing to the contractor.
- *C.A. Carey v. City of Issaquah*, AAA Arbitration. Delay and impact claims by contractor against owner arising out of the construction of a pump sub-station. The case was resolved at mediation with an assignment of claims against the design professionals.
- *Columbia Pacific Contractors, Inc., v. City of Edmonds*, Snohomish County Superior Court. Delay claims by contractor against owner, and third-party claims by owner against architect involving design and construction of the Edmonds Public Safety Complex. The case was resolved in mediation without any admission of liability. We represented the project owner, the City of Edmonds.
- *Flag Construction v. City of Poulsbo*, Kitsap County Superior Court. We represented the City of Poulsbo in this delay and impact claim arising from the renovation of the public library. The case settled after mediation.
- *Summers v. City of Edmonds and Nordic Construction*, Snohomish County Superior Court. Complaint regarding construction project for stabilization of a hillside. Settled without an admission of liability. We represented the City of Edmonds, who had retained Nordic Construction to perform the work.
- *Pape and Sons Construction, Inc. v. City of Poulsbo*. Claims between Pape and Sons Construction, Inc. and the City of Poulsbo, project owner, regarding the Viking Avenue Utilities Improvement Project. The dispute resolved following protracted negotiations.
- *Cingular Wireless v. City of Redmond*, U.S. District Court, Western District of Washington. Claims that the City of Redmond, our client, caused delays in the approval of construction of a monopole. The City had approved the carriers' permit conditioned upon the carriers mitigating the pole's visual impact to the extent feasible. The matter was resolved in mediation.

Open Government Laws – Public Records Act and Open Public Meetings Act

As a staple of OMW's municipal practice, our attorneys have attended innumerable city council, board and commission meetings. Depending upon the context and our client's particular needs, we also attend and assist at contested hearings of the council, hearing examiner, board, or commission in which we variously serve in either an advocacy or advisory role. All our municipal attorneys are capable and qualified to handle council and board meetings upon request.

OMW routinely advises our municipal clients on responding to public records requests, including review of responsive documents, making applicable redactions, preparing exemptions logs and seeking clarification of public records requests. Each of our municipal attorneys is well-versed and familiar with the exemptions under the Public Records Act and other laws that may apply to exempt all or portions of documents from disclosure. In addition, our firm provides public records and records retention training to key personnel and elected officials. Our staff can also assist with actual processing of records requests in the event Milton requires assistance of this type.

Our attorneys work closely with our clients to assure compliance with the Open Public Meetings Act and help them to facilitate lawful, orderly and successful public meetings. We also defend Public Records Act and Open Public Meetings Act claims when necessary.

Representative Public Record Act cases include:

- Successfully defended claims against a city alleging failure to provide responsive records and further alleging delay with claimed penalty of \$11 million. For a request that had been overlooked, reduced penalty award to \$1,688. *Rufin v. City of Seattle*, King County Superior Court Cause No. 14-2-32054-0.
- Assisted a city in responding to inappropriate motion to enjoin release of non-exempt record requested by third party under Public Records Act brought in a criminal case. *State of Washington v. Lehtinen*, King County Cause No. 13-1-13093-5.
- Successfully defended claims against City alleging failure to provide responsive records. *Tupper v. City of Edmonds*, Snohomish County Superior Court Cause No. 10-2-03735-5.
- Successfully defended all claims against a city alleging denial of access to responsive records, failure to provide adequate explanations for records withheld, and improper withholding of entire records. *Sammamish Plateau Water and Sewer District v. City of Issaquah*, King County Superior Court Cause No. 08--03156-0 SEA.

Employment and Labor Law

OMW's Employment and Labor Law Group is a regional leader in employment law and workplace relations in the Pacific Northwest, primarily due to our emphasis on preventive practices such as workplace investigations, training, policy development and implementation, and alternate dispute resolution. We provide all aspects of the employment law services to our public-sector clients, including negotiations with employee bargaining representatives, as well as defending our public-sector clients in agency proceedings such as EEOC complaints and PERC proceedings and assisting them in risk management, such as the avoidance of litigation. We also represent our public-sector clients in grievance arbitrations, interest arbitrations, and in lawsuits regarding labor and employment issues in state and federal court.

We stand out from other labor and employment attorneys because of our skill at advising clients of their options without making decisions for them; our approachability; our collaborative relationships with each other and with our clients; our responsiveness; and our concise, practical answers to difficult questions. We will provide quality legal advice and support to Milton that includes the "big picture" of how decisions made now will affect the City and its employees in the future, thereby reducing the likelihood of unintended consequences. We know that partnering with cities to think ahead is especially important in the context of employment matters to avoid preventable and costly disputes. For that reason, we enjoy working closely with our clients to proactively develop strategies and provide training on recognizing workplace issues and implementing best practices.

Federal and state discrimination: We are experienced in guiding employers in compliance with all federal and state discrimination and leave laws. We take a holistic approach to employment discrimination issues, mindful that prevention is far less expensive and disruptive than defending a discrimination lawsuit. Our preventive practices in this area include: drafting non-discrimination and anti-harassment policies and procedures; reviewing job descriptions and evaluations to ensure that they are nondiscriminatory; training supervisors and managers in the hiring process as well as documenting employee discipline and on objective criteria for evaluating employees and addressing performance issues; conducting discrimination and sexual harassment awareness training; mediating or serving as facilitators for resolving employee disputes; and reviewing proposed discipline and termination decisions to prevent discrimination claims. Where prevention is insufficient, we defend employers against discrimination and harassment complaints in court and other agency proceedings, including the EEOC.

Federal and state leave laws: Our attorneys negotiate and/or assist clients in negotiating and administering insurance, sick leave, vacation and other employee benefits, and we draft benefits policies such as sick leave, vacation, personal time off, shared leave, flex time, and telecommuting in accordance with the federal Family Medical Leave Act (FMLA) and state family leave, pregnancy, and sick leave laws including the recently passed Washington Family Leave Act and Paid Sick Leave (Initiative 1433).

Our experience handling claims ranges from administrative hearings such as unemployment hearings and civil service hearings to lawsuits in federal and state court, as well as appeals. Examples of our recent experience in handling employee grievances, complaints and claims include the following:

- Investigating allegations of workplace misconduct and conflict of interest (e.g., King County, the City of Seattle, the University of Washington, Bellevue College, and others).
- Handling grievances and arbitrations for KCHA, the Cities of Redmond and Mukilteo, King County Fire District No. 45 and others.
- Handling unfair labor practices (“ULP”) issues and grievances for the cities of Redmond and Issaquah.
- Responding to EEOC, Human Rights Commission, and Employment Security claims for KCHA, the City of Redmond, the University of Washington, and numerous private sector employers.
- Defending employers in lawsuits containing allegations of discrimination and harassment.
- Defending employers against claims relating to alleged wrongful withholding of wages.
- Defending employers in civil service proceedings challenging disciplinary actions.

Tort

Our firm’s goal is to prevent our clients from being subject to actual litigation, but when litigation is necessary, clients rest assured knowing we’re in their corner. OMW’s public sector tort defense experience includes, defending municipalities in road design cases involving catastrophic injury and death, including the *Hudda v Bellevue* matter that was tried to a defense verdict upheld on appeal; defending municipalities in premises liability/personal injury, including claims for injuries sustained as a result of slip/trip and falls on sidewalks, docks, public pathways, and other public areas; defending municipalities in property damage claims relating to storm runoff, soil subsidence, landslides, and other similar claims; defending municipalities in personal injury claims arising from accidents at public works construction sites and recreational activities; and defending municipalities and municipal employees in civil rights claims arising from claims of false arrest, malicious prosecution, and negligent investigation.

In addition to the cases mentioned above, tort claims OMW has handled on behalf of municipalities include:

- Successfully defended a municipality against claims of negligence in overseeing construction permitting. Plaintiffs settled at mediation at no cost to the City after the plaintiffs agreed to voluntarily dismiss their claims with prejudice.
- Successfully defended a local municipality in road design case involving two separate actions and multiple plaintiffs, including a wrongful death claim. The claims were resolved at mediation for a fraction of plaintiffs' demands.
- Successfully defended a municipality in a road hazard case. The claim was resolved for nuisance value following plaintiff's deposition.
- Successfully obtained summary judgment dismissal of defamation claims against municipal police officer.
- Successfully defended claims by a firefighter that he was permanently disabled as a result of a training exercise. The case was resolved at mediation.

PROPOSED TEAM

Our proposed team for the City of Milton would consist primarily of Daniel Kenny as lead counsel with Scott Snyder providing supervision, employment and labor services and as Mr. Kenny's primary backup. In response to the City's inquiry regarding the availability of our team members, please note that the City of Milton would be Mr. Kenny's primary assignment as a City Attorney. He would be available for staff and City Council meetings, in person consultation, as well as by telephone and email. Mr. Snyder's availability is more limited given his role as a consultant to a variety of Washington cities on evolving policy issues and labor and personnel. Mr. Snyder is available by phone and email. Both Mr. Kenny and Mr. Snyder are available by phone and email seven days a week.

FEE SCHEDULE

2018

- I. General Services. The first forty (40) hours of general services performed under this Agreement in any month shall be compensated at the rate \$200 per hour, for services by Daniel Kenny. Cover for Mr. Kenny by W. Scott Snyder will be at the same rate. General services performed in excess of 40 hours in any month shall be compensated at the specialty rates set forth in Section II below.
- II. Specialty Services. Specialty services and services in excess of the General Services monthly cap, such as litigation, shall be compensated at the following rates:

Members:	\$300 per hour
Associates:	\$230 per hour
Of Counsel:	\$230 per hour
Paralegals:	\$140 per hour

We are open to negotiating specific rates for larger scale projects such as labor negotiations. Telecommunications and other services subject to third-party reimbursement will be offered at market rates, to be determined.

2019-20

Each of the above rates shall be increased by \$10.00 per hour effective January 1, 2019, and again on January 1, 2020.

REFERENCES FOR MR. KENNY

Jennifer Kester, Planning Director, City of Gig Harbor – 253-853-7631

Steven Fischer, Manager, Development Review, City of Redmond -- 425-556-2473

Jeff Langhelm, P.E., Public Works Director, City of Gig Harbor – 253-851-6170

REFERENCES FOR MR. SNYDER

Police Chief Al Compaan, City of Edmonds – 425-771-0200

Ben Warthan, Personnel Director, City of Monroe – 360-863-4523

Mayor Brent Schiller, City of McCleary – 360-495-3667



Daniel P. Kenny

Associate

Seattle Office

T 206.447.7000

F 206.447.0215

dpkenny@omwlaw.com



BIOGRAPHY

Daniel P. Kenny is a senior associate in the firm's Municipal Department. His broad practice encompasses all facets of municipal representation, ranging from litigation to land use to public works construction. He has specific experience with the constitutional issues implicated by local sign regulations and has been a featured presenter on sign code topics. Daniel also advises municipalities on telecommunications related matters, working with them to negotiate telecommunications and cable franchises, lease agreements, pole attachment agreements, drafting right of way use ordinances and zoning codes. Daniel was a featured presenter on small cell telecommunications issues as well.

As a Senior Associate in the municipal group, Daniel has acted as backup city attorney for a range of the firm's municipal clients including Gig Harbor, Mukilteo, Monroe, Edgewood, and Carnation. In that role Daniel steps into the shoes of the city attorney and regularly covers Planning Commission and City Council meetings. On a regular basis Daniel acts as lead attorney on a range of issues facing our municipal clients. On those issues Daniel is the principle attorney providing the client with comprehensive legal advice. Daniel has acted in a primary role when handling legal issues facing the cities of Redmond, Issaquah, Poulsbo, as well as those cities listed above. As a result, Daniel has extensive experience working with senior staff, elected officials, and the public.

Daniel received his B.A. in Environmental Studies with an emphasis in business from the University of Southern California and his J.D. from Seattle University School of Law. During law school, Daniel chaired the Seattle University Law School Moot Court Board and was a member of the board's national moot court team and competed at the National Moot Court Competition. Throughout law school Daniel completed clerkships at the U.S. Environmental Protection Agency and the U.S. Department of Justice. Daniel was the Notes and Comments Editor for the *Seattle Journal of Environmental Law*.

Directly following graduation from law school Daniel clerked for Judge Sharon Armstrong (ret.), senior judge of the King County Superior Court. Prior to joining Ogden Murphy Wallace, Daniel worked at a civil litigation firm defending municipalities in a range of constitutional cases in both State and Federal Court. Daniel is admitted to practice in Washington, U.S. District Court for the Western and Eastern Districts of Washington, and the U.S. Court of Appeals, Ninth Circuit.

PRACTICE AREA

Municipal



ASSOCIATION MEMBERSHIPS

Washington State Bar Association
Washington State Association of Municipal Attorneys
Washington Association of Telecommunications Officers and Advisors
U.S. District Court (Eastern & Western Washington)
Ninth Circuit Court of Appeals

EDUCATION

J.D., Seattle University School of Law
B.A., University of Southern California, Environmental Studies

SPEAKING ENGAGEMENTS

Washington State Association of Municipal Attorneys - Annual Fall Conference 2015 – Sign Code
Washington Association of Code Enforcers - Annual Fall Conference 2015 - Sign Code
Planning Association of Washington Boot Camp - Lacey 2016, 2017 - Sign Code
Planning Association of Washington Boot Camp - Mercer Island 2016 – Sign Code
Planning Association of Washington Boot Camp – Lake Stevens 2017 - Sign Code
Washington Association of Telecommunications Officers and Advisors - Annual Conference 2018 – Small Cell Rollout and Telecommunications Facilities in the Right-of-way



W. SCOTT SNYDER

Member

Seattle Office

T 206.447.7000

F 206.447.0215

ssnyder@omwlaw.com



BIOGRAPHY

W. Scott Snyder, a Member in the firm's municipal department, focuses his practice on issues relating to employment and land use with an emphasis on disability-related issues under the Washington Law Against Discrimination. He regularly advises the firm's municipal clients regarding telecommunications and has served as a consultant to the City of Bainbridge Island and the Kitsap Regional Coordinating Council regarding locally owned broadband utilities. He has served as special counsel to King and Snohomish Counties and has represented over 45 cities and local government entities as well as numerous other public and private employers such as the Pirelli Corporation and PublicSafetyTesting.Com.

Scott has negotiated labor agreements for and represented public clients in grievance and interest arbitrations. Public entities represented include the Cities of Bothell, Clyde Hill, Gig Harbor, Redmond, Edmonds, Elma, Mukilteo, Medina, McCleary, Milton, Montesano, Monroe, Normandy Park, and Poulsbo, as well as Ocean Beach Hospital and other public entities. His services have included personnel manual review, investigation and negotiation and/or mediation of disputes. Additionally, he has served as a hearing officer for the Civil Service Commissions of Bothell and Clyde Hill.

Scott is a member of the Bar of the U. S. Supreme Court and argued the *Edmonds v. Oxford House* case to the court in 1995. He advises public and private entities on licensing and zoning matters related to group housing and litigation under the Federal Fair Housing Act, the ADA and the Washington Law Against Discrimination.

Scott speaks frequently for the Local Public Governmental Institute and the Association of Washington Cities, and conducts individual supervisory training for a number of public and private employers. These include presentations to the Washington State Association of Fire Chiefs, the Washington State Civil Service Conference, the American Psychological Association, and the American Planning Association's national conference. Scott is a past president of the Washington State Association of Municipal Attorneys (2015-16).

Born in Hannibal, Missouri, Scott attended Dartmouth College on a National Merit-General Motors Scholarship, receiving his A.B. in English and History and his J.D. from the University of Missouri-Columbia.



PRACTICE AREAS

Municipal
Employment and Labor

ASSOCIATION MEMBERSHIPS

Bar of the United States Supreme Court
Washington State Bar Association (Member, Labor Sections)
Washington State Association of Municipal Attorneys
Missouri Bar Association (Member, Committee on Public Law)
Missouri Municipal Attorney's Association
National Institute of Municipal Legal Officers
American Bar Association (Member, Labor Committee)
King County Bar Association

EDUCATION

J.D., University of Missouri School of Law
A.B., Dartmouth College
Mediation Certification, University of Washington School of Law

PROFESSIONAL AND COMMUNITY ACTIVITIES

Alki Foundation's Political Involvement Institute - Graduate
Disciplinary Proceedings - Washington State Bar Association - Special Prosecutor
Washington State Bar Association - Mediator
Washington State Association of Municipal Attorneys - Board Member
Washington State Association of Municipal Attorneys - President (2015 - 2016)

HONORS

2014 Outstanding Service Award from Washington State Association of Municipal Attorneys



City of Milton

Request for Proposals - City Attorney Services

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit and select a qualified individual or firm to provide a full range of municipal legal services serving as the City's legal counsel on a contractual basis. The City of Milton is a code city as described under Title 35A in the Revised Code of Washington. **Five (5) duplicate originals of the response materials shall be submitted on or before 4:00 PM on April 20, 2018.**

II. COMMUNITY PROFILE

The City of Milton is located in northern Pierce County, just north of the Cities of Fife and Edgewood and just south of the City of Federal Way. With approximately 2.55 square miles, Milton enjoys its small town appeal. It is a quiet, peaceful community surrounded by fields, trees, open vistas and gardens. The City wishes to maintain its small-town charm while continuing to diversify its commercial base. According to the Washington State Office of Financial Management 2017 estimate, the City of Milton has approximately 1,195 King County residents and 6,705 Pierce County residents.

III. CITY DEPARTMENTS

The City of Milton is a strong Mayor form of government. The Mayor has hired a City Administrator to handle day to day operations. The City currently has approximately 45 employees divided into five internal departments: Administrative Services, Finance, Police, Planning and Community Development, and Public Works. The Public Works Department facilitates the City's Water, Electric, and Stormwater Management Utilities. In 2014 the citizens of Milton voted to annex into the East Pierce Fire District. Municipal Court, Prosecution, and Public Defender Services are contracted through an Interlocal Agreement with the City of Puyallup.

IV. SCOPE OF SERVICES

The City will need a full array of Municipal City Attorney services, including General legal counsel for the Mayor, City Council, and staff, including but not limited to:

- Being available for phone consultations with the Mayor, Councilmembers, Administrator, and staff.
- Bringing to the attention of the Mayor, City Council, Administrator, or staff matters of relevance as a result of new legislations or recent court decisions.
- Maintaining a liaison with other associated special counsel.
- Attending Regular City Council meetings as needed. The City Council regularly meets every first and third Monday evening of each month.
- Availability for special sessions of the City Council.
- Review and original preparation of Ordinances, Resolutions, and Contracts when requested.
- Litigation services – Representing the City as either a plaintiff or defendant. Representing the City before Administrative proceedings before other governmental units.
- Local Improvement Districts and the collection of assessments.

VI. TERMS AND CONDITIONS

Not all proposers may be interviewed. The proposers shall be responsible for the accuracy of the information supplied. The City of Milton reserves the right to reject any and all proposals, to issue one or more agreement(s) for the intended scope of services, to waive minor irregularities, to issue additional RFPs, to retain existing counsel, and to either substantially modify or abandon the selection process prior to any award of a contract.

Nothing contained herein shall require the City of Milton to award a contract and the City of Milton reserves the right to determine its own selection criteria in the award of the final agreement. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall at a minimum reflect the specifications in the RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Council. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFP.

VII. SCHEDULE OF PROPOSAL PROCESSES

The City will make every effort to follow this timetable; however, we reserve the right to modify the proposal process and dates as necessary.

Distribution of RFP	March 30, 2018
Deadline for Submittal of Qualifications	April 20, 2018
Selection Committee determines finalists	(TBD)
Possible Finalist interviews	(TBD)
Firm selected	(TBD)

VIII. SUBMISSION DEADLINE

Five (5) duplicate originals of the response materials shall be submitted on or before 4:00 PM on **April 20, 2018** to:

Ellie Hooman, City Clerk
City of Milton
1000 Laurel St.
Milton, WA 98354
(253) 517-2705
ehooman@cityofmilton.net

Late submissions, faxes, postmarks, or telephone proposals will not be accepted. Digital proposals may be submitted via email, but the City assumes no responsibility for formatting or transmission errors.

Proposals should be prepared simply, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. Items such as special bindings, color displays, glossy finishes, and promotional materials are not desired. Submittals should be limited to 10 pages (total).

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