



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

February 19, 2019
Tuesday

Regular Meeting
7:00 p.m.

- 1. Call to Order and Flag Salute**
- 2. Roll Call of Councilmembers**
- 3. Additions/Deletions**
- 4. Citizen Participation**
- 5. Appointments to Boards and Commissions**
 - A. Appoint Tiffany Harris to Events Committee
- 6. Consent Agenda**

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

A. Minutes Approval:

- i. January 22, 2019

B. Claims Approval:

- i. Approval of 2018 checks/vouchers/disbursements numbered 64780 to 64826 in the amount of \$89,188.99.
- ii. Approval of 2019 checks/vouchers/disbursements numbered 64794 to 64915 in the amount of \$985,817.70.

- iii. Approval of the payroll disbursement of January 18, 2019 in the amount of \$234,393.24.
- iv. Approval of the payroll disbursement of February 5, 2019 in the amount of \$233,494.81.

7. Regular Agenda

- A. Electric Rate Discussion
- B. De-Icer Purchase
- C. Campus Green Retrofit Grant
- D. Council Rules-Resolution 19-1916
- E. Park Board Work Plan
- F. Ratify City Clerk
- G. Ratify City Administrator

8. Council Reports

9. Directors Reports

10. Mayor's Report

11. Adjournment



Agenda Item #5A

To: City Council Members
From: Mayor Styron Sherrell
Date: February 19, 2019
Re: **Appointment to Events Committee-Tiffany Harris**

ATTACHMENTS:

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation Motion: "I move to approve the Mayor's appointment of Tiffany Harris to the Events Committee for a term to expire May 31, 2022."

Discussion: Tiffany Harris has been on the Events Committee since 2014. Tiffany would like to continue working to make community events such as Milton Days a success.

Mayor Sherrell is recommending her appointment.

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Regular Meeting
Tuesday, January 22, 2019
7:00 p.m.

CALL TO ORDER

Mayor Styron Sherrell called the meeting to order at 7:00 p.m. and Councilmember Johnson led the flag salute.

ROLL CALL

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

Absent: None

STAFF PRESENT

Police Chief Hernandez, Public Works Director Howlett, Finance Director Dunford, Public Works Operations Superintendent Sloan, Surface Water Compliance Inspector Carter and City Clerk Trisha Summers.

ADDITIONS/DELETIONS

None

CITIZEN PARTICIPATION

Speaker	Comments
Jack Chandler	The sign at the Community Center is in bad shape. There were new posts put up but the old sign was put back and now it's rotten. The city received a bid to fix this a year ago for \$686.00 and I would like to see the city act on this bid. The Planner is holding up 911 memorial project due to her only being in the office once per week. I would like to see the city hire a full time planner.
Stacy Storem	Passed out pictures and map of the area where her son was recently in an accident near 10 th & Oak. Inquired about the streets that take precedence for maintenance during icy conditions and suggested it may be time to reevaluate what streets are on that list.

Anita Baillie	Had a child that was also recently in an accident less than 500 feet from home on Douglas St. Inquired about protocol for icy roads and when it gets reviewed.
Jacki Strader	Spoke about recent article regarding seniors use of Activity Center that was published in the Puyallup Herald. Spoke about Fife SD allowing people to use their facilities and doesn't understand why the city cannot allow the same thing. Shared an article of the first senior center in Milton.
Frances Hall	The Tennis Courts at Triangle Park are in bad shape and there needs to be more than bathrooms. It would be nice to have a plan for those improvements for next year.

APPOINTMENTS TO BOARDS AND COMMISSIONS

A. Appointments to Finance Committee

Finance Director Dunford explained that the Finance Committee appointments for 2018 are up and need to be filled for 2019. Committee members for 2018 were Johnson, Whalen and Whitaker. Director Dunford explained the role of the committee and amount of commitment that is required.

Councilmember Morton nominated Councilmember Johnson.
 Councilmember Hutson nominated Councilmember Whitaker.
 Councilmember Johnson nominated Councilmember Morton.
 Councilmember Johnson nominated Councilmember Whalen.

Discussion ensued regarding voting and with the majority being nominated, the vote would be impossible. Councilmember Johnson removed herself from the nomination.

Councilmember Ott thanked nominees for stepping up to take on this role.

MOTION (Ott/Whitaker) "I move to appoint Steve Whitaker, Todd Morton and Robert Whalen to the Finance Committee for fiscal year 2019." **Passed 7,0**

CONSENT AGENDA

A. **Check Approval Process**

a. Minutes Approval:

- i. January 7, 2019 Regular Meeting Minutes
- ii. January 14, 2019 Study Session

b. Claims Approval:

- i. Approval of the 2018 checks/vouchers/disbursements numbered 64709 to 64760 in the amount of \$141,114.47.

- ii. Approval of the 2019 checks/vouchers/disbursements numbered 64761 to 64779 in the amount of \$475,561.05.
- iii. Approval of the payroll disbursement of January 4, 2019 in the amount of \$212,977.93.

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

REGULAR AGENDA

A. DM Disposal Rate Increase

In accordance with the Agreement between DM Disposal and the City of Milton, DM Disposal is authorized to increase its rates by 80-percent of the consumer Prices Index for the Seattle-Tacoma-Bremerton area and pass through to its customers all increases in costs associated with higher solid waste disposal fees.

Josh Metcalf of DM Disposal addressed council regarding the rate increase and answered questions that several of the council members had regarding rates, can sizes and recycling.

MOTION (Ott/ Hutson) "I move to authorize the Mayor to amend the Agreement with DM Disposal Co, Inc. by modifying Exhibit A to the Agreement thus establishing new rates to be effective March 1, 2019." **Passed 7/0**

B. Fife – Milton Boundary

This item was brought to Council during the January 14, 2019 Study Session and reviewed again by Director Howlett. The Resolution is a housekeeping item approving an Interlocal Agreement between the City of Milton and the City of Fife agreeing to adjust the boundary between the two cities since the Freeman Road project is now completed.

Council members agreed that this makes sense. Council asked about road maintenance during ice and snow.

MOTION (Morton/Whalen) "I move to approve the Resolution authorizing the Mayor to sign an Interlocal Agreement with the City of Fife for adjustment of the City Limits along Freeman Road." **Passed 7/0.**

C. Parks Impact Fees

This item was brought to Council at the January 14, 2019 Study Session and presented again by Director Howlett. The Ordinance will increase the Parks Impact Fees which have not been increased since 2016 and implement an annual escalator much like the city's other impact fees.

Council agreed with this increase and was appreciative of the amount being increased to make up for not having raised it since 2016. Council also acknowledged that people from surrounding communities also use Milton parks and that upgrades are needed.

MOTION (Whalen/Whitaker) “I move to approve the attached Ordinance modifying Section 13.45 of the Milton Municipal Code to increase the fee amount and implement an annual escalation factor for the Parks Impact Fees” **Passed 7/0.**

D. Park Board By-Laws

Stormwater Compliance Inspector and Park Board Liaison Jamie Carter presented on this item. The Park Board By-Laws are outdated and need to be brought up to date for what the board is currently actually doing. The Park Board is also looking for four new members.

Council expressed their pleasure at having the by-laws reviewed and had a couple clarifying questions regarding the simple majority definition. In an effort to save time, council added some revised wording and moved this item to a vote this evening.

MOTION (Whalen/Morton) “I move to adopt Ordinance 1960-19, an Ordinance of the City of Milton, Washington, amending Chapter 2.48 of the Milton Municipal Code as it relates to Board of Park Commissioners Bylaws; entering legislative findings; providing for severability and an effective date as amended and recorded by the City Clerk” **Passed 7/0**

COUNCIL REPORTS

Councilmember Whitaker

- Intersection of 10th & Milton Way very hazardous. Something needs to be done.

Councilmember Morton

- Nothing to add

Councilmember Ott

- Would like to discuss term limits

Councilmember Tompkins

- Due to oral surgery, asked City Clerk to read segment of citizen comment packet presented by Lori Hutson regarding her request that the Mayor to read the packet aloud during meeting.

Councilmember Whalen

- Encourage Safeway and the developer behind Safeway to keep their areas clean.
- Stop signs in Safeway parking lot seem to be very effective.
- Would like to know circumstances of accident on Hwy 99 today

Councilmember Johnson

- Horrible section from Milton Way and 10th, couple accidents and something needs to be done.

Mayor Pro Tem Hutson

- Will forego any comments tonight and give time to Mayor since she has something to read.

DIRECTOR'S REPORTS

Police Chief Hernandez

- DUI driver accident on Pacific Highway today.
- Fife had an armed robbery at an ATM. Pay attention to your surroundings. You know your neighborhoods, if you see something say something.
- New Officers will be sworn in on February 4th
- Shred Event at the Albertson's building on April 27th from 10 AM- 1 PM

Finance Director Dunford

- The Finance Department has filled its Fiscal Tech position, the new employee is Mikki Smith. Mikki comes to Milton with lots of Accounting experience and has a knack for customer service making her a great fit.

Public Works Director Howett

- Resisted spending the money on a new sign at the Community Center because the Community Center needs to be assessed for repairs and long term plan for the building. The sign that is there doesn't look the best but will not fall over.
- Regardless of whether or not the city has a full- time planner, a timeline has to be followed when submitting plans to a project and there is just no way to hurry the process and sometimes these items aren't apparent to an applicant.
- The city does have a priority area for caring of icy roads. The city is currently looking into de-icing equipment and will bring that to council to review in the near future.

MAYOR'S REPORT

- Introduced Dustin Sloan as the new Public Works Superintendent.
- Council retreat will be Thursday, January 24th at 10 AM in the Activity Center.
- Spoke briefly on the senior issue but cannot discuss very much because the seniors have sought legal counsel. The entire thing saddens her because there is much mis-information floating around. The packet presented by Lori Hutson for the Mayor to read in public comment was distributed to Council and Directors but not read in the interest of Public Comment period being limited to three minutes. If council wishes to speak more about the issue, it can be taken to Executive Session on February 4th when the City Attorney is in attendance.

ADJOURNMENT

The meeting was adjourned at 8:44 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

DRAFT

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
February 19, 2019

Claim Vouchers:

Dates	Check #	Amount
12/31/2018	64780-64793	17,544.50
12/31/2018	64821-64826	59,635.04
12/31/2018	EFT	12,009.45

Payroll Disbursements:

Date	Check #	Amount
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Total Accounts Payable:

\$ 89,188.99

Total Payroll:

\$ -

Voids - none

Printer Error Checks - none

CHECK REGISTER

City Of Milton
MCAG #: 0590

12/31/2018 To: 12/31/2018

Time: 17:16:18 Date: 01/23/2019
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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8099	12/31/2018	Claims	1	64780 AED BRANDS	108.00	AED Material
				001 - 518 30 31 000 - Operating Supplies	108.00	Infant/Child AED Pads
8100	12/31/2018	Claims	1	64781 AIR SYSTEMS ENGINEERING INC.	597.58	HVAC Maintenance
				001 - 518 30 48 002 - Building Repair & Maint	525.87	HVAC Maintenance
				107 - 521 20 48 002 - Facility Repairs and Mainten	71.71	HVAC Maintenance
8101	12/31/2018	Claims	1	64782 EDGEWOOD SECURITY & LOCK	356.08	PW Material
				406 - 531 30 31 000 - Operating Supplies	117.51	Padlock & Shackles
				403 - 534 50 31 000 - Office and Operating Supplie	121.07	Padlock & Shackles
				101 - 542 30 31 000 - Office and Operating Supplie	117.50	Padlock & Shackles
8102	12/31/2018	Claims	1	64783 GRAINGER INC	721.72	Water Material; Water Material
				403 - 534 50 35 000 - Small Tools and Equipment	619.18	Pry Bar Set, Socket Sets, Ratchets & Level
				403 - 534 50 35 000 - Small Tools and Equipment	102.54	Hand Ratchets
8103	12/31/2018	Claims	1	64784 HDS WHITE CAP CONST SUPPLY	537.82	Water Material
				403 - 534 50 35 000 - Small Tools and Equipment	537.82	Broom, Rakes, Shovels, Sledge Hammer & Sawzall Blade
8104	12/31/2018	Claims	1	64785 KORUM AUTOMOTIVE GROUP	585.89	Vehicle Repair
				107 - 521 20 48 001 - Vehicle Repairs and Mainten:	585.89	#120 30K Service, Inspection & Adjusted Parking Brake
8105	12/31/2018	Claims	1	64786 NATIONAL BARRICADE CO., LLC	1,644.50	Street Material
				406 - 531 30 31 000 - Operating Supplies	542.69	Traffic Cones
				401 - 533 50 31 000 - Operating Supplies	542.68	Traffic Cones
				403 - 534 50 31 000 - Office and Operating Supplie	559.13	Traffic Cones
8106	12/31/2018	Claims	1	64787 O'REILLY/FIRST CALL	717.83	Fleet Material
				401 - 533 50 31 000 - Operating Supplies	445.22	#25 Oil Filter, Timing Belt, Filters & Spark Plugs
				401 - 533 50 31 000 - Operating Supplies	272.61	#26 Filters, Belt & Oil
8107	12/31/2018	Claims	1	64788 OWEN EQUIPMENT COMPANY	8,354.60	Equipment
				401 - 533 50 35 001 - Machinery and Equipment	4,177.30	Sonetics Wireless Headsets
				403 - 534 50 35 001 - Machinery & Equipment	4,177.30	Sonetics Wireless Headsets
8108	12/31/2018	Claims	1	64789 RANGLES SAND & GRAVEL INC	706.59	PW Material; PW Material
				406 - 531 30 31 000 - Operating Supplies	85.80	Crushed Gravel
				406 - 531 30 31 000 - Operating Supplies	90.86	Crushed Gravel
				401 - 533 50 31 000 - Operating Supplies	85.79	Crushed Gravel
				401 - 533 50 31 000 - Operating Supplies	90.86	Crushed Gravel
				403 - 534 50 31 000 - Office and Operating Supplie	85.79	Crushed Gravel
				403 - 534 50 31 000 - Office and Operating Supplie	90.85	Crushed Gravel
				101 - 542 30 31 000 - Office and Operating Supplie	85.79	Crushed Gravel
				101 - 542 30 31 000 - Office and Operating Supplie	90.85	Crushed Gravel
8109	12/31/2018	Claims	1	64790 SYMBOLARTS	1,175.00	Police Badges
				107 - 521 20 20 002 - Uniforms	1,175.00	Police Badges
8110	12/31/2018	Claims	1	64791 SYSTEMS FOR PUBLIC SAFETY, INCL.	834.49	Vehicle Repair

CHECK REGISTER

City Of Milton
MCAG #: 0590

12/31/2018 To: 12/31/2018

Time: 17:16:18 Date: 01/23/2019
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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		107 - 521 20 48 001		- Vehicle Repairs and Mainten:	834.49	#877 - Brake Fluid, Brake Pads, Brake Rotor, Oil Change & Wiper Blades
8111	12/31/2018	Claims	1	64792 WASHINGTON TRACTOR	1,180.40	Fleet Material
		501 - 548 30 31 000		- Office & Operating Supplies	1,153.13	#47 Belts & Blade Set
		501 - 548 30 31 000		- Office & Operating Supplies	27.27	Filters & Spark Plugs
8112	12/31/2018	Claims	1	64793 WATER MANAGEMENT LABORATORIES	24.00	Water Testing
		403 - 534 51 41 000		- Professional Services	24.00	Water Testing
8114	12/31/2018	Claims	1	64821 GRAY & OSBORNE INC	5,101.18	Engineering Services
		404 - 594 34 63 137		- Alder Street/26th Ave Watern	5,101.18	Engineering Services - Dec 2018
8115	12/31/2018	Claims	1	64822 PIERCE CO BUDGET & FINANCE	236.70	Jail Services
		107 - 523 60 51 000		- Intergov. Jail Services	236.70	Jail Services - Dec 2018
8116	12/31/2018	Claims	1	64823 POTELCO INC	1,593.55	Electric Services
		401 - 533 50 41 000		- Professional Services	1,593.55	Emergency Work
8117	12/31/2018	Claims	1	64824 CITY OF PUYALLUP	9,045.50	Jail Services; Jail Services
		107 - 523 60 51 000		- Intergov. Jail Services	15.50	Jail Services - Puyallup
		107 - 523 60 51 000		- Intergov. Jail Services	9,030.00	Jail Services - Dec 2018
8118	12/31/2018	Claims	1	64825 SCORE	350.00	Jail Services
		107 - 523 60 51 000		- Intergov. Jail Services	350.00	Jail Services - Dec 2018
8119	12/31/2018	Claims	1	64826 SONSRAY MACHINERY LLC	43,308.11	2017 Skid Steer
		408 - 594 31 64 408		- Asset Replacement	21,654.06	2017 Case SV280 Skid Steer
		405 - 594 33 64 405		- Asset Replacement	21,654.05	2017 Case SV280 Skid Steer
8113	12/31/2018	Claims	3	EFT US BANK PROCUREMENT CARD	12,009.45	Statement
		001 - 513 10 31 000		- Office and Operating Supplie	88.96	
		001 - 513 10 42 000		- Communication	20.52	
		001 - 513 10 49 001		- Misc/Dues & Memberships	14.28	
		001 - 513 10 49 002		- Misc/Trng, Registrations	50.00	
		001 - 514 20 42 000		- Communication	20.51	
		001 - 517 90 31 000		- Supplies - Employee Wellnes	29.35	
		001 - 517 90 31 001		- Employee Recognition	174.03	
		001 - 518 30 31 000		- Operating Supplies	169.29	
		001 - 518 30 35 000		- Small Tools and Equipment	49.46	
		001 - 518 30 42 000		- Communication	10.25	
		107 - 521 20 20 002		- Uniforms	140.00	
		107 - 521 20 31 000		- Office and Operating Supplie	266.28	
		107 - 521 20 32 000		- Fuel	429.89	
		107 - 521 20 35 000		- Small Tools and Equipment	949.67	
		107 - 521 20 41 000		- Professional Services	19.98	
		107 - 521 20 42 000		- Communication	65.27	
		107 - 521 20 43 000		- Travel	97.26	
		107 - 521 20 48 001		- Vehicle Repairs and Mainten:	92.01	
		406 - 531 10 42 000		- Communication	41.02	
		406 - 531 30 31 000		- Operating Supplies	125.36	
		406 - 531 30 32 000		- Fuel	20.11	
		406 - 531 30 35 000		- Small Tools and Equipment	111.62	
		401 - 533 10 42 000		- Communications	95.36	
		401 - 533 50 31 000		- Operating Supplies	137.81	
		401 - 533 50 32 000		- Fuel	324.96	
		401 - 533 50 35 000		- Small Tools and Equipment	54.94	
		401 - 533 50 35 001		- Machinery and Equipment	1,210.00	
		401 - 533 50 42 000		- Communication	45.53	
		401 - 533 50 43 000		- Travel	381.72	

CHECK REGISTER

City Of Milton
MCAG #: 0590

12/31/2018 To: 12/31/2018

Time: 17:16:18 Date: 01/23/2019
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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
	401 - 533 50 49 001 - Misc/Dues & Memberships				42.00	
	401 - 533 50 49 003 - Misc/Outside Printing				32.97	
	403 - 534 10 42 000 - Communication				99.46	
	403 - 534 50 31 000 - Office and Operating Supplie				232.88	
	403 - 534 50 32 000 - Fuel				55.54	
	403 - 534 50 35 000 - Small Tools and Equipment				328.83	
	403 - 534 50 42 000 - Communication				5.29	
	403 - 534 51 31 000 - Operating Supplies				9.82	
	403 - 534 51 32 000 - Fuel				51.77	
	101 - 542 30 31 000 - Office and Operating Supplie				-34.87	
	101 - 542 30 42 000 - Communication				20.51	
	501 - 548 30 31 000 - Office & Operating Supplies				36.12	
	501 - 548 30 32 000 - Fuel				135.05	
	501 - 548 30 42 000 - Communications				10.25	
	501 - 548 30 43 000 - Travel				32.00	
	001 - 558 50 31 000 - Office and Operating Supplie				54.86	
	001 - 558 50 42 000 - Communications				10.25	
	001 - 558 50 49 001 - Misc/Dues & Memberships				95.00	
	001 - 558 60 31 000 - Operating Supplies				54.86	
	001 - 558 60 42 000 - Communication				10.25	
	116 - 573 93 31 000 - Tree Lighting - Supplies				59.14	
	001 - 576 80 31 000 - Operating Supplies				163.59	
	001 - 576 80 42 000 - Communication				10.25	
	001 - 589 90 00 000 - Misc Non-Expenditure				14.28	
	631 - 589 90 00 004 - Credit Card Fraud Issues				-350.30	
	310 - 594 18 61 143 - City Hall Retrofit				5,594.21	

001 General Fund	1,673.86	
101 Street Fund	279.78	
107 Criminal Justice Fund	14,359.65	
116 Community Events Fund	59.14	
310 Capital Improvement Fund	5,594.21	
401 Electric Utility Operations Fund	9,533.30	
403 Water Utility Operations Fund	7,101.27	
404 Water Capital Improvement Fund	5,101.18	
405 Water Utility Asset Replacement Fund	21,654.05	
406 Stormwater Operations Fund	1,134.97	
408 Stormwater Utility Asset Replacement Fund	21,654.06	
501 Vehicle Repair & Maintenance Fund	1,393.82	
631 Trust / Suspense Funds	-350.30	
	89,188.99	Claims: 89,188.99

Bank Positive Pay Upload _____

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: _____

Name	Date	Amount	Merchant Name	Accounting Code	Allocation Amount
ALEXANDER CHRIS	12/16/18	\$19.98	BUSHNELL	5212041000	\$19.98
HERNANDEZ ANTHO	12/8/18	\$24.76	EXXONMOBIL 99505364	5212032000	\$24.76
HERNANDEZ ANTHO	12/10/18	\$46.82	MILTON SPIRIT GAS STATION	5212032000	\$46.82
HERNANDEZ ANTHO	12/14/18	\$51.95	MILTON SPIRIT GAS STATION	5212032000	\$51.95
HERNANDEZ ANTHO	12/20/18	\$56.88	MILTON SPIRIT GAS STATION	5212032000	\$56.88
HERNANDEZ ANTHO	12/31/18	\$55.71	MILTON SPIRIT GAS STATION	5212032000	\$55.71
HERNANDEZ ANTHO	12/12/18	\$30.00	GOOD2GOREPLENISH	5212043000	\$30.00
HERNANDEZ ANTHO	12/20/18	\$30.00	GOOD2GOREPLENISH	5212043000	\$30.00
HERNANDEZ ANTHO	12/7/18	\$5.00	TAHOMA MARKET CARWASH	5212048001	\$5.00
HERRON DANA	12/21/18	\$95.00	INT'L CODE COUNCIL INC	5585049001	\$95.00
HOBBS DONALD	12/29/18	\$63.30	GALLS	5212031000	\$63.30
HOBBS DONALD	12/17/18	\$3.75	USPS PO 5454460342	5212042000	\$3.75
HUME RUSSELL	12/13/18	\$45.00	SHELL OIL 57444026702	5202132000	\$45.00
HUME RUSSELL	12/15/18	\$46.00	SHELL OIL 57444026702	5212032000	\$46.00
HUME RUSSELL	12/21/18	\$50.10	SHELL OIL 57444030001	5212032000	\$50.10
HUME RUSSELL	12/29/18	\$52.67	SHELL OIL 57444026702	5212032000	\$52.67
LEE JARROD	12/14/18	\$22.50	POPEYE'S #12090	5335043000	\$22.50
LUCKMAN NILS	12/8/18	\$13.00	DOLLAR TREE	5212035000	\$13.00
LUCKMAN NILS	12/15/18	\$36.25	AMZN MKTP US*M21CGONE1	5212035000	\$36.25
LUCKMAN NILS	12/15/18	\$219.79	AMAZON.COM*M26315LI0	5212035000	\$219.79
MAGANA-BEDOLLA	12/19/18	\$284.42	THE HOME DEPOT 4703	5941861143	\$284.42
MAGANA-BEDOLLA	12/21/18	(\$15.39)	THE HOME DEPOT #4703	5941861143	(\$15.39)
MAGANA-BEDOLLA	12/21/18	\$17.91	THE HOME DEPOT #4703	5941861143	\$17.91
MAGANA-BEDOLLA	12/26/18	\$27.08	LOWES #02346*	5941861143	\$27.08
MAGANA-BEDOLLA	12/31/18	\$237.86	LOWES #02346*	5941861143	\$237.86
MAYER MARCI	12/7/18	\$410.15	COMCAST BELLINGH CS 1X	5131042000	\$20.52
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5142042000	\$20.51
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5183042000	\$10.25
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5212042000	\$61.52
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5311042000	\$41.02
MAYER MARCI	12/7/18	\$0.00	AMZN MKTP US	5313031000	(\$5.97)
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5331042000	\$95.36
MAYER MARCI	12/7/18	(\$17.92)	AMZN MKTP US	5335031000	(\$5.98)
MAYER MARCI	12/7/18	\$10.57	COMCAST BELLINGH CS 1X	5335042000	\$5.28
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5341042000	\$99.46
MAYER MARCI	12/7/18	\$0.00	AMZN MKTP US	5345031000	(\$5.97)
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5345042000	\$5.29
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5423042000	\$20.51
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5483042000	\$10.25
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5585042000	\$10.25
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5586042000	\$10.25
MAYER MARCI	12/7/18	\$0.00	COMCAST BELLINGH CS 1X	5768042000	\$10.25
MAYER MARCI	12/17/18	\$4,289.52	SOUND GLASS SALES INC	5941861143	\$4,289.52
MENDIOLA PATRIC	12/26/18	\$0.00	AGRISHOP ACE TACOMA	5313031000	\$102.08
MENDIOLA PATRIC	12/14/18	\$55.81	AGRISHOP ACE TACOMA	5313035000	\$55.81
MENDIOLA PATRIC	12/26/18	\$157.89	AGRISHOP ACE TACOMA	5313035000	\$55.81
MENDIOLA PATRIC	12/6/18	(\$20.82)	OREILLY AUTO #3725	5335031000	(\$20.82)
MENDIOLA PATRIC	12/10/18	\$167.30	OREILLY AUTO #3725	5335031000	\$131.18
MENDIOLA PATRIC	12/27/18	\$83.89	76 - TAHOMA EXPRESS 10	5335032000	\$83.89
MENDIOLA PATRIC	12/26/18	\$1,210.00	AGRISHOP ACE TACOMA	5335035001	\$1,210.00
MENDIOLA PATRIC	12/14/18	\$11.73	TACO BELL 031327	5335043000	\$11.73
MENDIOLA PATRIC	12/28/18	\$0.00	LES SCHWAB S-30	5345031000	(\$426.13)
MENDIOLA PATRIC	12/28/18	(\$532.66)	LES SCHWAB S-30	5423031000	(\$106.53)
MENDIOLA PATRIC	12/10/18	\$0.00	OREILLY AUTO #3725	5483031000	\$36.12
MENDIOLA PATRIC	12/6/18	\$62.03	76 - TAHOMA EXPRESS 10	5483032000	\$62.03

MENDIOLA PATRIC	12/20/18	\$73.02	SHELL OIL 57444026702	5483032000	\$73.02
MERCER CHRISTIA	12/8/18	\$14.28	AMAZON PRIME	5585031000	\$7.14
MERCER CHRISTIA	12/27/18	\$12.42	PAYPAL *GREENLIGHTE	5585031000	\$6.21
MERCER CHRISTIA	12/30/18	\$83.02	AMAZON.COM*M23OJ5WV0	5585031000	\$41.51
MERCER CHRISTIA	12/8/18	\$0.00	AMAZON PRIME	5586031000	\$7.14
MERCER CHRISTIA	12/27/18	\$0.00	PAYPAL *GREENLIGHTE	5586031000	\$6.21
MERCER CHRISTIA	12/30/18	\$0.00	AMAZON.COM*M23OJ5WV0	5586031000	\$41.51
NITSCH REY	12/28/18	\$25.00	KIRKS PHARMACY AT HARTLAN	5212031000	\$25.00
RODRIGUEZ JOVAN	12/21/18	\$59.34	76 - UNITED PACIFIC 5497	5335032000	\$59.34
RODRIGUEZ JOVAN	12/22/18	\$48.00	CHEVRON 0305496	5335032000	\$48.00
RODRIGUEZ JOVAN	12/14/18	\$32.00	THE KOI	5335043000	\$32.00
RODRIGUEZ JOVAN	12/21/18	\$30.00	APPLEBEES VANC54254156	5335043000	\$30.00
RODRIGUEZ JOVAN	12/22/18	\$19.28	JAI DEE THAI FOOD LLC	5335043000	\$19.28
RODRIGUEZ JOVAN	12/22/18	\$13.83	WENDYS #2002	5335043000	\$13.83
RODRIGUEZ JOVAN	12/18/18	\$42.00	GRCC SPECIAL EVENTS EPAY	5335049001	\$42.00
RUSSELL TIMOTHY	12/7/18	\$34.41	WESTERNGLOV	5183031000	\$2.58
RUSSELL TIMOTHY	12/7/18	\$0.00	WESTERNGLOV	5313031000	\$29.25
RUSSELL TIMOTHY	12/6/18	\$59.79	THE HOME DEPOT #4703	5768031000	\$59.79
RUSSELL TIMOTHY	12/7/18	\$0.00	WESTERNGLOV	5768031000	\$2.58
RUSSELL TIMOTHY	12/14/18	\$240.88	LOWES #02346*	5941861143	\$240.88
RUSSELL TIMOTHY	12/18/18	\$185.34	LOWES #02346*	5941861143	\$185.34
RUSSELL TIMOTHY	12/20/18	\$287.54	LOWES #02346*	5941861143	\$287.54
SARFF JAMES	12/22/18	\$57.35	AUTOZONE #3723	5212048001	\$57.35
SARFF JAMES	12/22/18	\$29.66	AUTOZONE #3723	5212048001	\$29.66
SLOAN DUSTIN	12/7/18	\$0.00	WHISTLE WORKWEAR PUYALLU	5345031000	\$231.65
SLOAN DUSTIN	12/7/18	\$0.00	WESTERNGLOV	5345031000	\$41.26
SLOAN DUSTIN	12/11/18	\$59.31	WALGREENS #6260	5345031000	\$59.31
SLOAN DUSTIN	12/7/18	\$289.56	WHISTLE WORKWEAR PUYALLU	5423031000	\$57.91
SLOAN DUSTIN	12/7/18	\$55.01	WESTERNGLOV	5423031000	\$13.75
STYRON-SHERRELL	12/7/18	\$29.35	SMART FOODSERVICE 556	5179031000	\$29.35
STYRON-SHERRELL	12/16/18	\$59.14	WM SUPERCENTER #2385	5739331000	\$59.14
SUMMERS TRISHA	12/23/18	\$88.96	AMZN MKTP US*M230S7D61	5131031000	\$88.96
SUMMERS TRISHA	12/16/18	\$14.28	AMAZON PRIME	5131049001	\$14.28
SUMMERS TRISHA	12/10/18	\$50.00	FIFE MILTON EDGEWOOD C	5131049002	\$50.00
SUMMERS TRISHA	12/14/18	\$166.25	BIG JOHNS TROPHIES INC	5179031001	\$166.25
SUMMERS TRISHA	12/17/18	\$7.78	SAFEWAY #3545	5179031001	\$7.78
TAKIGUCHI TETSU	12/13/18	\$140.00	ATLAS 503.826.2249	5212020002	\$140.00
TAKIGUCHI TETSU	12/7/18	\$39.98	HC WAREHOUSE/BUCKSTAFF	5212031000	\$39.98
TAKIGUCHI TETSU	12/18/18	(\$9.88)	AMZN MKTP US	5212031000	(\$9.88)
TAKIGUCHI TETSU	12/26/18	\$147.88	LA POLICE GEAR INC	5212031000	\$147.88
TAKIGUCHI TETSU	12/13/18	\$680.63	HC WAREHOUSE/BUCKSTAFF	5212035000	\$680.63
TAKIGUCHI TETSU	12/16/18	\$37.26	STARBUCKS STORE 20545	5212043000	\$37.26
THACHER MICHAEL	12/5/18	\$96.65	THE HOME DEPOT 4703	5183031000	\$96.65
THACHER MICHAEL	12/12/18	\$70.06	COSTCO WHSE #0767	5183031000	\$70.06
THACHER MICHAEL	12/11/18	\$49.46	LOWES #02346*	5183035000	\$49.46
THACHER MICHAEL	12/5/18	\$63.07	THE HOME DEPOT #4703	5768031000	\$63.07
THACHER MICHAEL	12/6/18	\$38.15	WM SUPERCENTER #3794	5768031000	\$38.15
THACHER MICHAEL	12/18/18	\$39.05	LOWES #02346*	5941861143	\$39.05
THOMPSON BRENT	12/13/18	\$13.08	MCLENDONS HARD-SUMNER	5335031000	\$13.08
THOMPSON BRENT	12/28/18	\$0.00	OFFICE DEPOT #1078	5335031000	\$20.35
THOMPSON BRENT	12/17/18	\$0.00	76 - TAHOMA EXPRESS 10	5335032000	\$23.62
THOMPSON BRENT	12/20/18	\$90.00	SHELL OIL 57444031801	5335032000	\$90.00
THOMPSON BRENT	12/20/18	\$54.94	WEST MARINE #24	5335035000	\$54.94
THOMPSON BRENT	12/28/18	\$40.69	OFFICE DEPOT #1078	5345031000	\$20.34
THOMPSON BRENT	12/17/18	\$59.05	76 - TAHOMA EXPRESS 10	5345032000	\$35.43
THOMPSON BRENT	12/12/18	\$328.83	ROADRUNNER TRANSPORTATIC	5345035000	\$328.83
THOMPSON BRENT	12/9/18	\$14.28	AMAZON PRIME	5899000000	\$14.28

WALSTON ROCKNIE	12/21/18	\$9.82	MCLENDONS HARD-SUMNER	5345131000	\$9.82
WALSTON ROCKNIE	12/11/18	\$21.40	76 - TAHOMA EXPRESS 10	5345132000	\$21.40
WALSTON ROCKNIE	12/18/18	\$30.37	EXXONMOBIL 99505364	5345132000	\$30.37
WETTERLIND PATR	12/20/18	\$0.00	CHEVRON 0097135	5313032000	\$20.11
WETTERLIND PATR	12/20/18	\$0.00	CHEVRON 0097135	5335032000	\$20.11
WETTERLIND PATR	12/19/18	\$312.42	CEDAR RECYCLING INC	5345031000	\$312.42
WETTERLIND PATR	12/20/18	\$60.33	CHEVRON 0097135	5345032000	\$20.11
ZAHN CLARISSA	12/22/18	\$252.38	BEST WESTERN PLUS VANCOU	5335043000	\$252.38
ZAHN CLARISSA	12/21/18	\$32.97	COPY WRIGHTS	5335049003	\$32.97
ZAHN CLARISSA	12/3/18	(\$350.30)	HAMPTON INNS	5899000004	(\$350.30)
ZUMACH DARRIN	12/17/18	\$30.90	UPS (800) 811-1648	5335042000	\$30.90
ZUMACH DARRIN	12/22/18	\$9.35	FEDEX 784609389476	5335042000	\$9.35
ZUMACH DARRIN	12/14/18	\$32.00	PACIFIC GRILL	5483043000	\$32.00

\$12,009.45

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
February 19, 2019

Claim Vouchers:

Payroll Disbursements:

Dates	Check #	Amount	Date	Check #	Amount
1/15/2019	64794-64814	243,674.65	1/18/2019	64815-64820, ACH/EFT	206,436.87
1/22/2019	EFT	17,102.49	1/24/2019	EFT	27,956.37
1/23/2019	64827-64854	66,321.42	2/5/2019	64856-64858, 64875-64879	233,494.81
1/24/2019	EFT/ACH	41,010.08			
1/28/2019	64855	65,318.00			
2/5/2019	64859-64874	22,700.81			
2/11/2019	EFT	253,207.43			
2/12/2019	64880-64915	276,482.82			

Total Accounts Payable: \$ 985,817.70 **Total Payroll:** \$ 467,888.05
 Voids - 63934,63694
 Printer Error Checks - none

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
455	01/24/2019	Claims	1	EFT	COLUMBIA BANK	562.51	Service Charge
					001 - 512 50 41 000 - Professional Services	29.28	Service Charges
					001 - 514 20 41 000 - Professional Services	192.94	Service Charges
					406 - 531 10 41 000 - Professional Services	68.05	Service Charges
					401 - 533 10 41 000 - Professional Services	136.12	Service Charges
					403 - 534 10 41 000 - Professional Services	136.12	Service Charges
456	01/24/2019	Claims	1	EFT	MERCHANT CARD SVCS	85.21	Merchant Court Fees
					001 - 512 50 41 000 - Professional Services	85.21	Court Credit Card Fees
828	02/11/2019	Claims	1	EFT	BONNEVILLE POWERADMINISTRATION	246,168.00	Monthly Power
					401 - 533 50 33 000 - BPA-Electricity for Resale	246,168.00	Monthly Power - Dec 2018
829	02/11/2019	Claims	1	EFT	CHASE PAYMENTECH	4,932.76	Credit Card Processing
					406 - 531 10 41 000 - Professional Services	1,644.09	Credit Card Processing Fees
					401 - 533 10 41 000 - Professional Services	1,644.09	Credit Card Processing Fees
					403 - 534 10 41 000 - Professional Services	1,644.58	Credit Card Processing Fees
830	02/11/2019	Claims	1	EFT	COLUMBIA BANK	598.79	Service Charges
					001 - 512 50 41 000 - Professional Services	39.62	Service Charges
					001 - 514 20 41 000 - Professional Services	195.29	Service Charges
					406 - 531 10 41 000 - Professional Services	72.78	Service Charges
					401 - 533 10 41 000 - Professional Services	145.55	Service Charges
					403 - 534 10 41 000 - Professional Services	145.55	Service Charges
831	02/11/2019	Claims	1	EFT	MERCHANT CARD SVCS	82.41	Merchant Court Fees
					001 - 512 50 41 000 - Professional Services	82.41	Court Credit Card Fees
315	01/15/2019	Claims	1	64794	ALPINE PRODUCTS INC.	1,163.80	Street Material
					101 - 542 30 48 004 - Street Sign Retrofit Program	1,163.80	Sign Holder - Bracket, Post, Rivet & Bolt
316	01/15/2019	Claims	1	64795	BUDGET BATTERIES	237.30	Fleet Material
					401 - 533 50 31 000 - Operating Supplies	128.54	#24 Battery
					401 - 533 50 31 000 - Operating Supplies	108.76	Fuel Dispenser Pump Battery
317	01/15/2019	Claims	1	64796	CANNON CONSTRUCTION INC	2,100.00	Training; Training
					001 - 518 30 49 002 - Misc/Training, Registration	79.50	OSHA Training Course - 6 Employees
					001 - 518 30 49 002 - Misc/Training, Registration	61.50	OSHA Training Course - 5 Employees
					406 - 531 30 49 002 - Misc/Trng, Registrations	238.50	OSHA Training Course - 6 Employees
					406 - 531 30 49 002 - Misc/Trng, Registrations	205.50	OSHA Training Course - 5 Employees
					401 - 533 50 49 002 - Misc/Trng, Registrations	61.50	OSHA Training Course - 6 Employees
					401 - 533 50 49 002 - Misc/Trng, Registrations	228.00	OSHA Training Course - Duncan & Zumach
					403 - 534 50 49 002 - Misc/Trng, Registrations	420.00	OSHA Training Course - 6 Employees
					403 - 534 50 49 002 - Misc/Trng, Registrations	483.00	OSHA Training Course - 5 Employees
					101 - 542 30 49 002 - Misc Training/Registrations	49.50	OSHA Training Course - 6 Employees
					101 - 542 30 49 002 - Misc Training/Registrations	42.00	OSHA Training Course - 5 Employees
					501 - 548 30 49 002 - Misc/Trng, Registrations	150.00	OSHA Training Course - Mendiola
					001 - 576 80 49 002 - Misc/Trng, Registrations	51.00	OSHA Training Course - 6 Employees
					001 - 576 80 49 002 - Misc/Trng, Registrations	30.00	OSHA Training Course - 5 Employees
318	01/15/2019	Claims	1	64797	COMCAST BUSINESS	1,528.20	Phone & Internet
					001 - 513 10 42 000 - Communication	76.41	Phones
					001 - 514 20 42 000 - Communication	76.41	Phones
					001 - 518 30 42 000 - Communication	38.21	Phones
					001 - 518 90 42 000 - Communication		Phones
					107 - 521 20 42 000 - Communication	229.23	Phones
					406 - 531 10 42 000 - Communication	152.82	Phones

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		401 - 533 10 42 000 -		Communications	355.31	Phones
		403 - 534 10 42 000 -		Communication	370.59	Phones
		101 - 542 30 42 000 -		Communication	76.41	Phones
		501 - 548 30 42 000 -		Communications	38.21	Phones
		001 - 558 50 42 000 -		Communications	38.21	Phones
		001 - 558 60 42 000 -		Communication	38.21	Phones
		001 - 576 80 42 000 -		Communication	38.18	Phones
319	01/15/2019	Claims	1	64798 DORIS DORWIN	137.29	001994 - 2756 DIAMOND LP #A
		406 - 343 10 00 000 -		Storm Drainage Fees	-17.30	
		401 - 343 30 00 000 -		Electric Sales	-22.64	
		403 - 343 40 10 000 -		Water Sales	-112.35	
		401 - 369 91 00 401 -		Misc Revenue	15.00	
320	01/15/2019	Claims	1	64799 DSLR PROS	21,401.36	Police Material
		105 - 521 80 35 001 -		Machinery & Equipment	21,401.36	Police Material - Drone
321	01/15/2019	Claims	1	64800 DUDE SOLUTIONS INC.	949.54	Annual Subscription
		107 - 521 20 49 001 -		Misc/Dues & Memberships	949.54	2019 Subscription - Smartgov Software
322	01/15/2019	Claims	1	64801 EQUITY BUILDERS, LLC	135,656.68	Pay Estimate #6
		404 - 594 34 62 100 -		Well #10 Construction	135,656.68	Pay Estimate #6
323	01/15/2019	Claims	1	64802 GRAY & OSBORNE INC	2,613.03	Engineering Services; Engineering Services
		001 - 558 60 41 000 -		Professional Services	1,980.30	Engineering Services
		404 - 594 34 63 100 -		Well #10 Design Project	632.73	Engineering Services
324	01/15/2019	Claims	1	64803 ICMARC	250.00	Quarterly Plan Fee
		401 - 533 10 41 000 -		Professional Services	250.00	Quarterly Plan Fee 401A
325	01/15/2019	Claims	1	64804 NEWS TRIBUNE, THE	363.18	Statement Credit; Legal Notice; Legal Notice
		001 - 558 60 41 002 -		Advertising	-32.16	Invoice Adjustment
		001 - 558 60 41 002 -		Advertising	47.59	Ordinance 1958-19
		001 - 558 60 41 002 -		Advertising	347.75	Legal Notice - Surprise Lk MS
326	01/15/2019	Claims	1	64805 PLATT ELECTRIC SUPPLY	64.97	City Hall Retro Fit Electric Material
		310 - 594 18 61 143 -		City Hall Retrofit	64.97	Wall Plates, Amp Plug & Grounding
327	01/15/2019	Claims	1	64806 PUGET SOUND CLEAN AIR AGENCY	1,280.75	Clean Air Assessment
		001 - 518 50 49 001 -		Misc/Dues & Memberships	1,280.75	Quarter 1 - Air Assessment Payment
328	01/15/2019	Claims	1	64807 ROBINSON AND NOBLE, INC.	2,614.75	Consulting Service
		403 - 534 50 41 114 -		Water Comp Plan Professional	2,614.75	Consulting Service
329	01/15/2019	Claims	1	64808 SKILLINGS CONNOLLY, INC	1,505.65	Engineering Services
		310 - 595 42 63 141 -		TIB Yuma Street Overlay	1,505.65	Engineering Services
330	01/15/2019	Claims	1	64809 SOUTH SOUND 911	50,037.50	Quarterly Communication Services
		107 - 528 00 51 000 -		Intergov't Svcs-Dispatch	50,037.50	911 Communication Services - 1st Qtr 2019
331	01/15/2019	Claims	1	64810 STATE AUDITOR'S OFFICE	1,751.25	Auditor Services
		001 - 514 20 51 000 -		Prof Services-State Auditor	1,751.25	Accountability / Financial Audit
332	01/15/2019	Claims	1	64811 TRI-TEC COMMUNICATIONS INC.	925.72	Call Box Installation
		503 - 518 80 41 001 -		Professional Services - IT	925.72	Hook Up Police Call Box
333	01/15/2019	Claims	1	64812 UNIFIRST CORPORATION	847.32	Uniforms; Uniforms; Uniforms; Uniforms

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		001 - 518 30 20 002 -		Uniforms	18.83	Uniforms
		001 - 518 30 20 002 -		Uniforms	18.83	Uniforms
		406 - 531 30 20 002 -		Uniforms	53.68	Uniforms
		406 - 531 30 20 002 -		Uniforms	53.68	Uniforms
		401 - 533 50 20 002 -		Uniforms	97.11	Uniforms
		401 - 533 50 20 002 -		Uniforms	45.91	Uniforms
		401 - 533 50 20 002 -		Uniforms	97.11	Uniforms
		401 - 533 50 20 002 -		Uniforms	45.91	Uniforms
		403 - 534 50 20 002 -		Uniforms	158.70	Uniforms
		403 - 534 50 20 002 -		Uniforms	158.70	Uniforms
		101 - 542 30 20 002 -		Uniforms	14.15	Uniforms
		101 - 542 30 20 002 -		Uniforms	14.15	Uniforms
		501 - 548 30 20 002 -		Uniforms	23.51	Uniforms
		501 - 548 30 20 002 -		Uniforms	23.51	Uniforms
		001 - 576 80 20 002 -		Uniforms	11.77	Uniforms
		001 - 576 80 20 002 -		Uniforms	11.77	Uniforms
334	01/15/2019	Claims	1	64813 TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY	32.00	Safekeeping Fees
				001 - 514 20 49 000 -	32.00	Safekeeping Fees
335	01/15/2019	Claims	1	64814 WRIGHT TREE SERVICE, INC.	18,214.36	Tree Trimming; Tree Trimming; Tree Trimming; Tree Trimming; Tree Trimming
				402 - 594 33 62 142 -	360.00	Tree Trimming Flagging - Power Lines
				402 - 594 33 62 142 -	270.00	Tree Trimming Flagging - Power Lines
				402 - 594 33 62 142 -	315.00	Tree Trimming Flagging - Power Lines
				402 - 594 33 62 142 -	7,111.28	Tree Trimming - Power Lines
				402 - 594 33 62 142 -	10,158.08	Tree Trimming - Power Lines
469	01/23/2019	Claims	1	64827 AHBL, INC	6,191.00	Planning Services; Planning Services; Planning Services
				001 - 558 60 41 000 -	835.00	Milton Creek Annexation
				001 - 558 60 41 000 -	3,687.50	On Site Planning Services
				407 - 594 31 63 145 -	1,668.50	SMP Periodic Update
470	01/23/2019	Claims	1	64828 ARNETT INDUSTRIES, LLC	68.67	Electric Services
				401 - 533 50 41 000 -	68.67	Blanket Testing
471	01/23/2019	Claims	1	64829 ASSOCIATION OF WASHINGTON CITIES	50.00	Mayors Exchange Registration
				001 - 513 10 49 002 -	50.00	Mayors Exchange 2019 Winter Registration
472	01/23/2019	Claims	1	64830 BIAS SOFTWARE	15,361.45	Annual License And Support Agreement
				001 - 514 20 41 000 -	15,361.45	2019 Annual License And Support
473	01/23/2019	Claims	1	64831 BIG JOHN'S TROPIES INC	24.18	Name Plate, Name Tag
				001 - 558 60 31 000 -	24.18	Name Plate, Name Tags
474	01/23/2019	Claims	1	64832 BUENAVISTA SERVICES, INC.	825.00	Janitorial Ser Vices
				001 - 518 30 41 000 -	425.50	Janitorial Services- Dec 2018
				107 - 521 20 41 000 -	185.00	Janitorial Services- Dec 2018
				401 - 533 10 41 000 -	214.50	Janitorial Services- Dec 2018
475	01/23/2019	Claims	1	64833 CANNON CONSTRUCTION INC	3,180.00	Training; Training; Training; Training; Training; Training; Training; Training

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		001 - 518 30 49 002 - Misc/Training, Registration			9.10	Confined Space Awareness Training- Eaton & Richards
		001 - 518 30 49 002 - Misc/Training, Registration			18.75	Forklift Operator- Richard, Bedwell, Eaton & Baker
		001 - 518 30 49 002 - Misc/Training, Registration			70.50	Basic Rigging/ Qualified Signal Cert.- 8 Employees
		001 - 518 30 49 002 - Misc/Training, Registration			70.50	Basic Rigging/ Qualified Signal Cert.- 9 Employees
		406 - 531 30 49 002 - Misc/Trng, Registrations			52.00	Confined Space Awareness Training- Eaton & Richards
		406 - 531 30 49 002 - Misc/Trng, Registrations			111.25	Forklift Operator- Richard, Bedwell, Eaton & Baker
		406 - 531 30 49 002 - Misc/Trng, Registrations			243.00	Basic Rigging/ Qualified Signal Cert.- 8 Employees
		406 - 531 30 49 002 - Misc/Trng, Registrations			211.50	Basic Rigging/ Qualified Signal Cert.- 9 Employees
		401 - 533 50 49 002 - Misc/Trng, Registrations			0.65	Confined Space Awareness Training- Eaton & Richards
		401 - 533 50 49 002 - Misc/Trng, Registrations			5.00	Forklift Operator- Richard, Bedwell, Eaton & Baker
		401 - 533 50 49 002 - Misc/Trng, Registrations			282.00	Basic Rigging/ Qualified Signal Cert. - Zumach & Duncan
		401 - 533 50 49 002 - Misc/Trng, Registrations			309.00	Basic Rigging/ Qualified Signal Cert.- Lee
		403 - 534 50 49 002 - Misc/Trng, Registrations			53.30	Confined Space Awareness Training- Eaton & Richards
		403 - 534 50 49 002 - Misc/Trng, Registrations			307.50	Forklift Operator- Richard, Bedwell, Eaton & Baker
		403 - 534 50 49 002 - Misc/Trng, Registrations			529.50	Basic Rigging/ Qualified Signal Cert.- 8 Employees
		403 - 534 50 49 002 - Misc/Trng, Registrations			489.00	Basic Rigging/ Qualified Signal Cert.- 9 Employees
		101 - 542 30 49 002 - Misc Training/Registrations			11.70	Confined Space Awareness Training- Eaton & Richards
		101 - 542 30 49 002 - Misc Training/Registrations			50.00	Forklift Operator- Richard, Bedwell, Eaton & Baker
		101 - 542 30 49 002 - Misc Training/Registrations			42.00	Basic Rigging/ Qualified Signal Cert.- 8 Employees
		101 - 542 30 49 002 - Misc Training/Registrations			72.00	Basic Rigging/ Qualified Signal Cert.- 9 Employees
		501 - 548 30 49 002 - Misc/Trng, Registrations			150.00	Basic Rigging/ Qualified Signal Cert.- 9 Employees
		001 - 576 80 49 002 - Misc/Trng, Registrations			3.25	Confined Space Awareness Training- Eaton & Richards
		001 - 576 80 49 002 - Misc/Trng, Registrations			7.50	Forklift Operator- Richard, Bedwell, Eaton & Baker
		001 - 576 80 49 002 - Misc/Trng, Registrations			33.00	Basic Rigging/ Qualified Signal Cert.- 8 Employees
		001 - 576 80 49 002 - Misc/Trng, Registrations			48.00	Basic Rigging/ Qualified Signal Cert.- 9 Employees
476	01/23/2019	Claims	1	64834 CARY LANG	81.55	002215 - 2504 MILTON WAY
				CONSTRUCTION IN.C		
		406 - 343 10 00 000 - Storm Drainage Fees			-35.61	
		401 - 343 30 00 000 - Electric Sales			-10.05	
		403 - 343 40 10 000 - Water Sales			-35.89	
477	01/23/2019	Claims	1	64835 CENTURYLINK	227.12	T1 Lines
		107 - 521 20 42 000 - Communication			75.70	T1 Lines
		401 - 533 10 42 000 - Communications			75.72	T1 Lines

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			403 - 534 10 42 000 -		Communication	75.70	T1 Lines
478	01/23/2019	Claims	1	64836	CHUCKALS	595.91	PW Supplies; PW Supplies; PW Supplies; Office Supplies; Office Supplies
			001 - 514 20 31 000 -		Office and Operating Supplie	26.56	Plastic Money Bag
			001 - 514 20 31 000 -		Office and Operating Supplie	172.95	Copy Paper, File Storage, Tape & Dispenser
			001 - 518 30 31 000 -		Operating Supplies	2.98	Rubberbands, Paperclips, Stapler, And Air Duster
			406 - 531 10 31 000 -		Office and Operating Supplie	39.24	Paper, Pens
			406 - 531 30 31 000 -		Operating Supplies	16.07	Rubberbands, Paperclips, Stapler, And Air Duster
			401 - 533 50 31 000 -		Operating Supplies	15.47	Rubberbands, Paperclips, Stapler, And Air Duster
			403 - 534 10 31 000 -		Office and Operating Supplie	39.24	Paper, Pens
			403 - 534 50 31 000 -		Office and Operating Supplie	42.66	Rubberbands, Paperclips, Stapler, And Air Duster
			403 - 534 50 31 000 -		Office and Operating Supplie	107.45	Copy Paper & Calendars
			101 - 542 30 31 000 -		Office and Operating Supplie	39.24	Paper, Pens
			101 - 542 30 31 000 -		Office and Operating Supplie	9.62	Rubberbands, Paperclips, Stapler, And Air Duster
			501 - 548 30 31 000 -		Office & Operating Supplies	2.98	Rubberbands, Paperclips, Stapler, And Air Duster
			001 - 558 50 31 000 -		Office and Operating Supplie	39.23	Paper, Pens
			001 - 558 60 31 000 -		Operating Supplies	39.24	Paper, Pens
			001 - 576 80 31 000 -		Operating Supplies	2.98	Rubberbands, Paperclips, Stapler, And Air Duster
479	01/23/2019	Claims	1	64837	COBALT STORAGE	199.00	Archive Storage
			001 - 518 50 45 000 -		Operating Leases	199.00	Archive Storage
480	01/23/2019	Claims	1	64838	CODE PUBLISHING COMPANY	284.78	Code Update
			001 - 511 30 41 000 -		Offic'l Pub/Code Publishing	284.78	Code Update
481	01/23/2019	Claims	1	64839	CORE & MAIN	460.98	Water Material; Water Material; Water Material
			403 - 534 50 31 000 -		Office and Operating Supplie	192.20	Fire Hydrant Repair & Stock
			403 - 534 50 31 000 -		Office and Operating Supplie	134.39	Hydrant Meter Backflow Device
			403 - 534 50 31 000 -		Office and Operating Supplie	134.39	Hydrant Meter Rental Backflow Device
482	01/23/2019	Claims	1	64840	DAVIS DOOR SERVICE INC.	1,144.25	Electric Dept Maint
			401 - 533 50 48 002 -		Building R & M	1,144.25	Garage Shop Door Repair
483	01/23/2019	Claims	1	64841	EVERGREEN RURAL WATER OF WASH.	700.00	Annual Membership Dues
			403 - 534 50 49 001 -		Misc/Dues & Memberships	700.00	Annual Membership Dues
484	01/23/2019	Claims	1	64842	EXCEL SUPPLY COMPANY	77.59	PW Supplies
			406 - 531 30 31 000 -		Operating Supplies	19.40	First Aid Kit Supplies
			401 - 533 50 31 000 -		Operating Supplies	19.39	First Aid Kit Supplies
			403 - 534 50 31 000 -		Office and Operating Supplie	19.40	First Aid Kit Supplies
			101 - 542 30 31 000 -		Office and Operating Supplie	19.40	First Aid Kit Supplies
485	01/23/2019	Claims	1	64843	FENIX EARTHWORKS, LLC	20,106.21	Waterline Professional Services
			404 - 594 34 63 131 -		Misc Water Main Replaceme	20,106.21	24th Street Waterline
486	01/23/2019	Claims	1	64844	FERGUSON ENTERPRISES, INC. #1539	12,789.44	Water Material; Water Equipment; Meter Materials
			403 - 534 50 31 000 -		Office and Operating Supplie	1,963.33	Water Sample Stations, Valve Wrenches
			403 - 534 50 35 000 -		Small Tools and Equipment	179.47	Water Sample Stations, Valve Wrenches

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			404 - 594 34 64 123 -		Meter Replacement	10,646.64	Meter Materials
487	01/23/2019	Claims	1	64845	LENNAR HOMES	24.86	004651 - 2304 97TH AVE CT E LOT 5
			403 - 343 40 10 000 -		Water Sales	-24.86	
488	01/23/2019	Claims	1	64846	MILES RESOURCES	116.71	Street Material
			101 - 542 30 31 000 -		Office and Operating Supplie	116.71	Cold Mix For Pot Hole Repair
489	01/23/2019	Claims	1	64847	MT. VIEW EDGEWOOD WATER CO.	453.13	Water Intertie
			403 - 534 51 47 001 -		Public Utility Services	453.13	Intertie Ready To Serve Fees
490	01/23/2019	Claims	1	64848	NORTHWEST PUBLIC POWER ASSN. INC	1,785.00	Training
			001 - 518 30 49 002 -		Misc/Training, Registration	11.90	NWPPA Training- Sloan & Russell
			406 - 531 30 49 002 -		Misc/Trng, Registrations	547.40	NWPPA Training- Sloan & Russell
			401 - 533 50 49 002 -		Misc/Trng, Registrations	600.95	NWPPA Training- Lee
			403 - 534 50 49 002 -		Misc/Trng, Registrations	553.35	NWPPA Training- Sloan & Russell
			101 - 542 30 49 002 -		Misc Training/Registrations	59.50	NWPPA Training- Sloan & Russell
			001 - 576 80 49 002 -		Misc/Trng, Registrations	11.90	NWPPA Training- Sloan & Russell
491	01/23/2019	Claims	1	64849	PAPE MATERIAL HANDLING	360.65	Fleet Material
			406 - 531 30 31 000 -		Operating Supplies	108.20	Lighting, Wiring & Relay
			401 - 533 50 31 000 -		Operating Supplies	90.16	Lighting, Wiring & Relay
			403 - 534 50 31 000 -		Office and Operating Supplie	108.20	Lighting, Wiring & Relay
			101 - 542 30 31 000 -		Office and Operating Supplie	18.03	Lighting, Wiring & Relay
			501 - 548 30 31 000 -		Office & Operating Supplies	18.03	Lighting, Wiring & Relay
			001 - 576 80 31 000 -		Operating Supplies	18.03	Lighting, Wiring & Relay
492	01/23/2019	Claims	1	64850	PLATT ELECTRIC SUPPLY	364.86	Electric Supplies; Electric Supplies; Electric Supplies
			001 - 518 30 31 000 -		Operating Supplies	351.49	Electric Connectors & Caps
			310 - 594 18 61 143 -		City Hall Retrofit	8.50	Wall Plates
			310 - 594 18 61 143 -		City Hall Retrofit	4.87	Duplex Wall Plate
493	01/23/2019	Claims	1	64851	SHRED-IT USA LLC	158.59	
			001 - 514 20 41 000 -		Professional Services	52.33	Shredding Services Finance
			107 - 521 20 41 000 -		Professional Services	106.26	Shredding Services Police
494	01/23/2019	Claims	1	64852	WALTER & MECHELLE SMITH	90.00	Refund Vendor Fee - Reissue Ck 63934
			116 - 347 90 10 000 -		Milton Days-Vendor Fee	-90.00	Reissue Vendor Refund Deutsch Family Wine
495	01/23/2019	Claims	1	64853	UNIFIRST CORPORATION	495.49	Uniforms; Uniforms
			001 - 518 30 20 002 -		Uniforms	22.98	Uniforms
			406 - 531 30 20 002 -		Uniforms	65.49	Uniforms
			401 - 533 50 20 002 -		Uniforms	97.11	Uniforms
			401 - 533 50 20 002 -		Uniforms	56.01	Uniforms
			403 - 534 50 20 002 -		Uniforms	193.61	Uniforms
			101 - 542 30 20 002 -		Uniforms	17.24	Uniforms
			501 - 548 30 20 002 -		Uniforms	28.69	Uniforms
			001 - 576 80 20 002 -		Uniforms	14.36	Uniforms
496	01/23/2019	Claims	1	64854	WATER MANAGEMENT LABORATORIES	105.00	Water Testing
			403 - 534 51 41 000 -		Professional Services	105.00	Water Testing

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546	01/28/2019	Claims	1	64855	KORUM AUTOMOTIVE GROUP	65,318.00	Vehicle Purchase - VIN# 1FTEW1EG7JKD71694; Vehicle Purchase - VIN# 1FTEW1EG1JKD85753
					107 - 521 20 35 004 - Vehicle Purchase	32,659.00	2018 Ford F-150 VIN# 1FTEW1EG7JKD71694
					107 - 521 20 35 004 - Vehicle Purchase	32,659.00	2018 FORD F-150 VIN# 1FTEW1EG1JKD85753
697	02/05/2019	Claims	1	64859	ABODE INVESTMENT GROUP LLC	13.97	001081 - 204 5TH AVE
					406 - 343 10 00 000 - Storm Drainage Fees	-4.47	
					401 - 343 30 00 000 - Electric Sales	-2.08	
					403 - 343 40 10 000 - Water Sales	-7.42	
698	02/05/2019	Claims	1	64860	ARNETT INDUSTRIES, LLC	2,525.55	Electric Services
					401 - 533 50 41 000 - Professional Services	2,525.55	Annual Hotstick Testing Requirements
699	02/05/2019	Claims	1	64861	LYNNE BUECHLER	2,256.55	001474 - 1900 ALDER PL
					406 - 343 10 00 000 - Storm Drainage Fees	-985.31	
					401 - 343 30 00 000 - Electric Sales	-278.20	
					403 - 343 40 10 000 - Water Sales	-993.04	
700	02/05/2019	Claims	1	64862	CHUCKALS	117.62	PW Supplies; Office Supplies; Credit Memo - Office Supplies
					001 - 518 30 31 000 - Operating Supplies	6.15	Notebooks, Notepads, And Labels
					001 - 518 30 31 000 - Operating Supplies	-0.90	Credit Memo - Paper Clips
					406 - 531 30 31 000 - Operating Supplies	28.20	Notebooks, Notepads, And Labels
					406 - 531 30 31 000 - Operating Supplies	-4.88	Credit Memo - Paper Clips
					401 - 533 50 31 000 - Operating Supplies	36.60	Writing Pad
					401 - 533 50 31 000 - Operating Supplies	30.15	Notebooks, Notepads, And Labels
					401 - 533 50 31 000 - Operating Supplies	-4.69	Credit Memo - Paper Clips
					403 - 534 50 31 000 - Office and Operating Supplie	25.72	Notebooks, Notepads, And Labels
					403 - 534 50 31 000 - Office and Operating Supplie	-4.88	Credit Memo - Paper Clips
					101 - 542 30 31 000 - Office and Operating Supplie	3.55	Notebooks, Notepads, And Labels
					101 - 542 30 31 000 - Office and Operating Supplie	-0.90	Credit Memo - Paper Clips
					501 - 548 30 31 000 - Office & Operating Supplies	-0.91	Credit Memo - Paper Clips
					001 - 576 80 31 000 - Operating Supplies	5.31	Notebooks, Notepads, And Labels
					001 - 576 80 31 000 - Operating Supplies	-0.90	Credit Memo - Paper Clips
701	02/05/2019	Claims	1	64863	DATA BAR INCORPORATED	497.80	Print & Mail
					406 - 531 10 49 003 - Misc/Outside Printing	99.56	Past Due Statement Printing
					401 - 533 10 49 003 - Misc/Outside Printing	199.12	Past Due Statement Printing
					403 - 534 10 49 003 - Misc/Outside Printing	199.12	Past Due Statement Printing
702	02/05/2019	Claims	1	64864	DEPT OF LICENSING	109.50	Vehicle Registration
					107 - 521 20 35 004 - Vehicle Purchase	109.50	#753 & #694 Vehicle Title Fees, 2018 Ford F150's
703	02/05/2019	Claims	1	64865	EXCEL SUPPLY COMPANY	27.28	PW Supplies
					406 - 531 30 31 000 - Operating Supplies	9.10	First Aid Kit Supplies
					401 - 533 50 31 000 - Operating Supplies	9.09	First Aid Kit Supplies
					403 - 534 50 31 000 - Office and Operating Supplie	9.09	First Aid Kit Supplies
704	02/05/2019	Claims	1	64866	FIRE PROTECTION, INC	593.02	Annual Inspection
					001 - 518 30 41 000 - Professional Services	593.02	Annual Fire Inspection
705	02/05/2019	Claims	1	64867	CITY OF MILTON	13,474.00	Utility Bill
					001 - 518 30 47 000 - Public Utility Service	221.49	City Utility Bill
					107 - 521 20 47 000 - Utilities	497.69	City Utility Bill
					406 - 531 30 47 000 - Public Utility Services	209.04	City Utility Bill

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		401 - 533 50 47 000		Public Utility Services	1,668.95	City Utility Bill
		403 - 534 51 47 001		Public Utility Services	6,681.45	City Utility Bill
		101 - 542 30 47 000		Utilities	2,282.32	City Utility Bill
		001 - 558 50 47 000		Public Utility Services	66.56	City Utility Bill
		001 - 558 60 47 000		Public Utilities	52.26	City Utility Bill
		001 - 575 50 47 000		Public Utilities Services - CB	203.26	City Utility Bill
		001 - 575 50 47 002		Public Utilities Services - AC	483.85	City Utility Bill
		001 - 576 80 47 000		Public Utility Service	1,107.13	City Utility Bill
706	02/05/2019	Claims	1	64868 NEWS TRIBUNE, THE	105.90	Legal Notice; Legal Notice
		001 - 514 20 41 002		Advertising	52.95	Ordinance 1959-19
		001 - 576 80 41 000		Professional Services	52.95	Ordinance 1960-19
707	02/05/2019	Claims	1	64869 PRS GROUP, INC	202.35	Stormwater
		406 - 531 30 47 000		Public Utility Services	202.35	Sludge Disposal
708	02/05/2019	Claims	1	64870 ANGELISA SILVA	89.55	004235 - 2737 DIAMOND ST #C
		406 - 343 10 00 000		Storm Drainage Fees	-28.68	
		401 - 343 30 00 000		Electric Sales	-13.32	
		403 - 343 40 10 000		Water Sales	-47.55	
709	02/05/2019	Claims	1	64871 STANDARD PARTS CORPORATION (NAPA)	1,545.44	Fleet Material; Fleet Material; Fleet Material
		406 - 531 30 35 000		Small Tools and Equipment	321.17	Large Grease Gun Assembly
		403 - 534 50 35 000		Small Tools and Equipment	321.17	Large Grease Gun Assembly
		101 - 542 30 35 000		Small Tools and Equipment	321.17	Large Grease Gun Assembly
		501 - 548 30 31 000		Office & Operating Supplies	250.90	Car Wax, Power Outlet, Oil And Speed Sensor
		501 - 548 30 31 000		Office & Operating Supplies	9.86	Vehicle Fuses
		501 - 548 30 35 000		Small Tools & Equipment	321.17	Large Grease Gun Assembly
710	02/05/2019	Claims	1	64872 TRISHA SUMMERS	26.68	Reimbursement; Reimbursement
		001 - 513 10 43 000		Travel	4.64	Mileage - ESI - Key For Jasmine
		001 - 513 10 43 000		Travel	2.90	Mileage - Copywrights Fife For Public Records Copies
		001 - 513 10 43 000		Travel	19.14	Mileage - WCIA Meeting - Summers
711	02/05/2019	Claims	1	64873 TARCO INDUSTRIES, INC.	865.60	Fleet Material
		403 - 534 50 31 000		Office and Operating Supplie	216.40	Tools For Drill Press Machine
		101 - 542 30 31 000		Office and Operating Supplie	216.40	Tools For Drill Press Machine
		501 - 548 30 31 000		Office & Operating Supplies	432.80	Tools For Drill Press Machine
712	02/05/2019	Claims	1	64874 MASELUSI TUU	250.00	Rental Deposit Refund
		001 - 589 10 00 000		Refund Facility Deposit	250.00	Rental Deposit Refund
835	02/12/2019	Claims	1	64880 ANIXTER INC	731.18	Electric Material; Electric Material
		401 - 533 50 31 000		Operating Supplies	156.61	Pole Top Protector Lids
		401 - 533 50 31 000		Operating Supplies	574.57	Electric Strandlink
836	02/12/2019	Claims	1	64881 ARNETT INDUSTRIES, LLC	181.60	Electric Services
		401 - 533 50 41 000		Professional Services	181.60	Blanket Testing
837	02/12/2019	Claims	1	64882 CANNON CONSTRUCTION INC	975.00	Training; Training
		001 - 518 30 49 002		Misc/Training, Registration	31.20	Haz Comm & GHS Awareness- Lee, Thacher, Baker, Bedwell, Wetterlind, Russell, Mendiola
		001 - 518 30 49 002		Misc/Training, Registration	28.89	Haz Comm & GHS Awareness- Zumach, Thompson, Walston, Miller, Eaton, Bedolla, Richard, Sloan, Dunc

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		406 - 531 30 49 002 - Misc/Trng, Registrations			88.40	Haz Comm & GHS Awareness- Lee, Thacher, Baker, Bedwell, Wetterlind, Russell, Mendiola
		406 - 531 30 49 002 - Misc/Trng, Registrations			113.82	Haz Comm & GHS Awareness- Zumach, Thompson, Walston, Miller, Eaton, Bedolla, Richard, Sloan, Duncan
		401 - 533 50 49 002 - Misc/Trng, Registrations			65.00	Haz Comm & GHS Awareness- Lee, Thacher, Baker, Bedwell, Wetterlind, Russell, Mendiola
		401 - 533 50 49 002 - Misc/Trng, Registrations			170.45	Haz Comm & GHS Awareness- Zumach, Thompson, Walston, Miller, Eaton, Bedolla, Richard, Sloan, Duncan
		403 - 534 50 49 002 - Misc/Trng, Registrations			158.60	Haz Comm & GHS Awareness- Lee, Thacher, Baker, Bedwell, Wetterlind, Russell, Mendiola
		403 - 534 50 49 002 - Misc/Trng, Registrations			169.86	Haz Comm & GHS Awareness- Zumach, Thompson, Walston, Miller, Eaton, Bedolla, Richard, Sloan, Duncan
		101 - 542 30 49 002 - Misc Training/Registrations			25.35	Haz Comm & GHS Awareness- Lee, Thacher, Baker, Bedwell, Wetterlind, Russell, Mendiola
		101 - 542 30 49 002 - Misc Training/Registrations			16.76	Haz Comm & GHS Awareness- Zumach, Thompson, Walston, Miller, Eaton, Bedolla, Richard, Sloan, Duncan
		501 - 548 30 31 000 - Office & Operating Supplies			65.00	Haz Comm & GHS Awareness- Lee, Thacher, Baker, Bedwell, Wetterlind, Russell, Mendiola
		001 - 576 80 49 002 - Misc/Trng, Registrations			21.45	Haz Comm & GHS Awareness- Lee, Thacher, Baker, Bedwell, Wetterlind, Russell, Mendiola
		001 - 576 80 49 002 - Misc/Trng, Registrations			20.22	Haz Comm & GHS Awareness- Zumach, Thompson, Walston, Miller, Eaton, Bedolla, Richard, Sloan, Duncan
838	02/12/2019	Claims	1	64883 CORE & MAIN	39.17	Water Material
		403 - 534 50 31 000 - Office and Operating Supplie			39.17	T-Head Bolts And Nuts
839	02/12/2019	Claims	1	64884 EAST PIERCE FIRE & RESCUE DISTRICT #22	399.90	City Utilities
		001 - 518 30 47 000 - Public Utility Service			20.00	Electric, Water & Sewer
		107 - 521 20 47 000 - Utilities			79.98	Electric, Water & Sewer
		406 - 531 30 47 000 - Public Utility Services			79.98	Electric, Water & Sewer
		401 - 533 50 47 000 - Public Utility Services			79.98	Electric, Water & Sewer
		403 - 534 50 47 000 - Public Utility Services			79.98	Electric, Water & Sewer
		001 - 558 50 47 000 - Public Utility Services			20.00	Electric, Water & Sewer
		001 - 558 60 47 000 - Public Utilities			20.00	Electric, Water & Sewer
		001 - 576 80 47 000 - Public Utility Service			19.98	Electric, Water & Sewer
840	02/12/2019	Claims	1	64885 EQUITY BUILDERS, LLC	21,134.74	Pay Estimate #7
		404 - 594 34 62 100 - Well #10 Construction			21,134.74	Pay Estimate #7
841	02/12/2019	Claims	1	64886 ESRI	13,737.50	Software Renewal
		503 - 518 80 49 004 - Software Licenses/Subscriptio			13,737.50	Annual ArcGIS Online License
842	02/12/2019	Claims	1	64887 EXCEL SUPPLY COMPANY	31.08	PW Supplies
		406 - 531 30 31 000 - Operating Supplies			15.54	Eye Protection
		403 - 534 50 31 000 - Office and Operating Supplie			15.54	Eye Protection
843	02/12/2019	Claims	1	64888 FERGUSON ENTERPRISES, INC. #1539	4,384.07	Water Material

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			403 - 534 50 31 000 - Office and Operating Supplie			4,384.07	Valves, Couplings, Nipples & Clamps
844	02/12/2019	Claims	1	64889	GALLS, LLC-DBA BLUMENTHAL UNIFORMS	201.40	Police Material
			107 - 521 20 20 002 - Uniforms			201.40	Uniforms - Volunteer
845	02/12/2019	Claims	1	64890	GENERAL MECHANICAL INC	150,987.44	Pay Estimate #2
			407 - 594 31 63 097 - Decant Facility			150,987.44	Pay Estimate #2 - Decant Facility
846	02/12/2019	Claims	1	64891	HONEY BUCKET	162.40	Monthly Rental
			001 - 518 30 45 000 - Operating Rentals and Lease			162.40	Monthly Rental - Interurban Trail
847	02/12/2019	Claims	1	64892	IACP	190.00	Annual Membership Fee
			107 - 521 20 49 001 - Misc/Dues & Memberships			190.00	Annual Membership Fee
848	02/12/2019	Claims	1	64893	LARSEN SIGN CO. INC	527.52	Vehicle Lettering
			107 - 521 20 48 001 - Vehicle Repairs and Mainten:			527.52	#650 Vehicle Lettering
849	02/12/2019	Claims	1	64894	LEXIPOL LLC	5,518.00	Annual Subscription
			107 - 521 20 41 000 - Professional Services			5,518.00	Law Enforcement Policy Manual Update
850	02/12/2019	Claims	1	64895	LUMENAL LIGHTING LLC	43,192.35	LED Lighting
			402 - 594 33 62 139 - HVAC/Lighting BPA			43,192.35	LED Lighting Install
851	02/12/2019	Claims	1	64896	MPH INDUSTRIES, INC	49.41	Police Material
			107 - 521 20 35 000 - Small Tools and Equipment			49.41	Radar Tuning Fork
852	02/12/2019	Claims	1	64897	NAVIA BENEFIT SOLUTIONS	50.00	FSA Monthly Administration Fee
			001 - 517 30 49 000 - FSA Plan Fees			50.00	FSA Administrative Fee
853	02/12/2019	Claims	1	64898	NEWS TRIBUNE, THE	395.99	Legal Notice
			001 - 558 60 41 002 - Advertising			395.99	LUA 2016-0013
854	02/12/2019	Claims	1	64899	OLYMPIC MOVING & STORAGE	1,238.50	Storage Equipment Rental
			310 - 594 18 61 143 - City Hall Retrofit			1,238.50	Crate Rental And Delivery
855	02/12/2019	Claims	1	64900	MARK OTT	276.63	001473 - 98 18TH AVE
			406 - 343 10 00 000 - Storm Drainage Fees			-88.59	
			401 - 343 30 00 000 - Electric Sales			-41.15	
			403 - 343 40 10 000 - Water Sales			-146.89	
856	02/12/2019	Claims	1	64901	OWEN EQUIPMENT COMPANY	7,192.95	Electric Equipment
			401 - 533 50 35 001 - Machinery and Equipment			7,192.95	2 Way Radio Headset
857	02/12/2019	Claims	1	64902	PAPE MATERIAL HANDLING	221.39	Fleet Material
			406 - 531 30 31 000 - Operating Supplies			66.42	#43 Forklift Cap Cover For Driver Cage
			401 - 533 50 31 000 - Operating Supplies			55.34	#43 Forklift Cap Cover For Driver Cage
			403 - 534 50 31 000 - Office and Operating Supplie			66.42	#43 Forklift Cap Cover For Driver Cage
			101 - 542 30 31 000 - Office and Operating Supplie			11.07	#43 Forklift Cap Cover For Driver Cage
			501 - 548 30 31 000 - Office & Operating Supplies			11.07	#43 Forklift Cap Cover For Driver Cage
			001 - 576 80 31 000 - Operating Supplies			11.07	#43 Forklift Cap Cover For Driver Cage
858	02/12/2019	Claims	1	64903	PIERCE CO BUDGET & FINANCE	5,000.00	Infromation Technology Services
			406 - 531 10 41 001 - Professional Services - IT			1,250.00	GIS - Annual Maintenance
			403 - 534 10 41 001 - Professional Services - IT			1,250.00	GIS - Annual Maintenance
			101 - 542 30 41 001 - Professional Services - IT			1,250.00	GIS - Annual Maintenance
			001 - 558 50 41 001 - Professional Services - IT			1,250.00	GIS - Annual Maintenance

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
859	02/12/2019	Claims	1	64904	RINO CONSTRUCTION	256.04	Deposit Refund - TWP-03-18
					403 - 343 40 10 000 - Water Sales	48.96	Metered Water Usage
					403 - 589 20 00 403 - Deposit Refund	305.00	Water Meter Deposit
860	02/12/2019	Claims	1	64905	SELEX ES INC DBA ELSAG	320.00	Police Support Services
					107 - 521 20 41 000 - Professional Services	320.00	ALPR Helpine Services
861	02/12/2019	Claims	1	64906	RAY & FELICIA SHAVIRI	104.81	001135 - 809 10th Ave - Utility Refund
					406 - 343 10 00 000 - Storm Drainage Fees	-42.25	
					401 - 343 30 00 000 - Electric Sales	-10.06	
					403 - 343 40 10 000 - Water Sales	-67.50	
					401 - 369 91 00 401 - Misc Revenue	15.00	
862	02/12/2019	Claims	1	64907	SHOPE CONCRETE PRODUCTS CO.	42.31	Water Material
					403 - 534 50 31 000 - Office and Operating Supplie	42.31	Bricks
863	02/12/2019	Claims	1	64908	SITECRAFTING, INC.	75.00	Monthly Domain Hosting
					503 - 518 80 41 001 - Professional Services - IT	75.00	Monthly Domain Hosting
864	02/12/2019	Claims	1	64909	SONSRAY MACHINERY LLC	1,058.25	Fleet Material; Stormwater Material
					406 - 531 30 31 000 - Operating Supplies	220.00	#58 Skid Steer Fork Attachment
					406 - 531 30 31 000 - Operating Supplies	178.25	Beacon
					401 - 533 50 31 000 - Operating Supplies	220.00	#58 Skid Steer Fork Attachment
					403 - 534 50 31 000 - Office and Operating Supplie	220.00	#58 Skid Steer Fork Attachment
					101 - 542 30 31 000 - Office and Operating Supplie	220.00	#58 Skid Steer Fork Attachment
865	02/12/2019	Claims	1	64910	SUMNER, CITY OF	7,701.75	Animal Control
					107 - 554 30 51 107 - Animal Control	7,701.75	Animal Control True-Up 2018
866	02/12/2019	Claims	1	64911	TACOMA CITY TREASURER	3,780.00	Dispatch
					107 - 528 00 51 000 - Intergov't Svcs-Dispatch	3,780.00	Public Safety Radio Network - Q1 2019
867	02/12/2019	Claims	1	64912	UNIFIRST CORPORATION	1,038.95	Uniforms; Uniforms; Uniforms; Uniforms
					001 - 518 30 20 002 - Uniforms	21.65	Uniforms
					001 - 518 30 20 002 - Uniforms	30.01	Uniforms
					406 - 531 30 20 002 - Uniforms	61.45	Uniforms
					406 - 531 30 20 002 - Uniforms	85.15	Uniforms
					401 - 533 50 20 002 - Uniforms	52.50	Uniforms
					401 - 533 50 20 002 - Uniforms	103.93	Uniforms
					401 - 533 50 20 002 - Uniforms	103.93	Uniforms
					401 - 533 50 20 002 - Uniforms	72.77	Uniforms
					403 - 534 50 20 002 - Uniforms	157.53	Uniforms
					403 - 534 50 20 002 - Uniforms	218.34	Uniforms
					101 - 542 30 20 002 - Uniforms	14.62	Uniforms
					101 - 542 30 20 002 - Uniforms	20.27	Uniforms
					501 - 548 30 20 002 - Uniforms	27.03	Uniforms
					501 - 548 30 20 002 - Uniforms	37.48	Uniforms
					001 - 576 80 20 002 - Uniforms	13.53	Uniforms
					001 - 576 80 20 002 - Uniforms	18.76	Uniforms
868	02/12/2019	Claims	1	64913	DEPT OF HEALTH WA STATE	4,742.40	Annual Fee & Operating Permit
					403 - 534 50 49 001 - Misc/Dues & Memberships	4,742.40	Annual Fee & Operating Permit
869	02/12/2019	Claims	1	64914	WATER MANAGEMENT LABORATORIES	433.00	Water Testing; Water Testing
					403 - 534 51 41 000 - Professional Services	379.00	Water Testing
					403 - 534 51 41 000 - Professional Services	54.00	Water Testing

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870	02/12/2019	Claims	1	64915 ZEP MFG. CO.	112.09	Fleet Material
		401 - 533 50 31 000 - Operating Supplies			28.01	Cleaning Aerosol Non Conductive
		403 - 534 50 31 000 - Office and Operating Supplie			14.01	Cleaning Aerosol Non Conductive
		101 - 542 30 31 000 - Office and Operating Supplie			14.01	Cleaning Aerosol Non Conductive
		501 - 548 30 31 000 - Office & Operating Supplies			56.06	Cleaning Aerosol Non Conductive
447	01/24/2019	Claims	3	EFT SANDRA LYNN ALLEN	4,500.00	Judge Services
		001 - 512 50 41 000 - Professional Services			4,500.00	Monthly Judge Services
448	01/24/2019	Claims	3	EFT CIT TECHNOLOGY (QDS)	1,422.64	Copier Lease
		001 - 513 10 45 000 - Operating Rentals and Lease			248.96	Copier Lease
		001 - 514 20 45 000 - Operating Rentals and Lease			35.57	Copier Lease
		001 - 518 30 45 000 - Operating Rentals and Lease			7.11	Copier Lease
		107 - 521 20 45 000 - Operating Rentals and Lease			373.44	Copier Lease
		406 - 531 10 45 000 - Operating Rentals and Lease			151.51	Copier Lease
		401 - 533 10 45 000 - Operating Rentals and Lease			268.88	Copier Lease
		403 - 534 10 45 000 - Operating Rentals and Lease			261.77	Copier Lease
		101 - 542 30 45 000 - Operating Rentals and Lease			14.94	Copier Lease
		501 - 548 30 45 000 - Operating Rentals & Leases			17.78	Copier Lease
		001 - 558 50 45 000 - Operating Rentals and Lease			17.78	Copier Lease
		001 - 558 60 45 000 - Operating Rentals and Lease			17.78	Copier Lease
		001 - 576 80 45 000 - Operating Rentals and Lease			7.12	Copier Lease
449	01/24/2019	Claims	3	EFT OGDEN MURPHY WALLACE	3,040.00	Legal Services
		001 - 515 30 41 000 - City Attorney			3,040.00	Legal Services
450	01/24/2019	Claims	3	EFT PIERCE COUNTY SEWER	207.57	Sewer
		001 - 518 30 47 000 - Public Utility Service			33.09	Sewer
		107 - 521 20 47 000 - Utilities			38.32	Sewer
		401 - 533 50 47 000 - Public Utility Services			44.73	Sewer
		001 - 575 50 47 000 - Public Utilities Services - CB			20.02	Sewer
		001 - 575 50 47 000 - Public Utilities Services - CB			38.32	Sewer
		001 - 576 80 47 000 - Public Utility Service			33.09	Sewer
451	01/24/2019	Claims	3	EFT SHELL FLEET PLUS	5,461.98	Fuel
		107 - 521 20 32 000 - Fuel			3,653.87	Fuel
		406 - 531 30 32 000 - Fuel			311.67	Fuel
		401 - 533 50 32 000 - Fuel			297.74	Fuel
		403 - 534 50 32 000 - Fuel			915.57	Fuel
		101 - 542 30 32 000 - Operating Supplies/Fuel			206.51	Fuel
		001 - 576 80 32 000 - Fuel			76.62	Fuel
452	01/24/2019	Claims	3	EFT US BANK ACCOUNTABILITIES	66.86	Copier Lease
		001 - 513 10 45 000 - Operating Rentals and Lease			66.86	Copier Lease - Executive Office
454	01/24/2019	Claims	3	EFT WA DEPT OF REVENUE	25,663.31	Excise Tax
		001 - 518 30 35 000 - Small Tools and Equipment			52.97	Tax Owed - AED Brands
		107 - 521 20 20 002 - Uniforms			56.43	Tax Owed - Symbol Arts
		107 - 521 20 31 000 - Office and Operating Supplie			185.63	Tax Owed - Symbol Arts
		107 - 521 20 31 000 - Office and Operating Supplie			148.01	Tax Owed - Symbol Arts
		107 - 521 20 31 000 - Office and Operating Supplie			22.38	Tax Owed - D&D Distributing
		107 - 521 20 31 000 - Office and Operating Supplie			3.29	Tax Owed - Cop Quest
		406 - 531 10 44 002 - Excise Tax			1,230.04	Excise Tax - Stormwater
		401 - 533 10 44 002 - Elect Excise Tax			14,960.77	Excise Tax - Electric
		401 - 533 50 35 000 - Small Tools and Equipment			16.70	Tax Owed - Solo Incorporated
		403 - 534 10 44 002 - Water Excise Tax			8,962.23	Excise Tax - Water

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		001 - 575 50 44 002		Taxes On Bldg Rentals	13.35	Excise Tax - Rental
		001 - 589 30 00 000		Sales Tax Paid To State Gen	11.51	Sales Tax Collected
459	01/22/2019	Claims	3	EFT US BANK PROCUREMENT CARD	17,102.49	Statement
		001 - 513 10 42 000		Communication	138.89	
		001 - 513 10 49 002		Misc/Trng, Registrations	1,311.63	
		001 - 514 20 42 000		Communication	30.22	
		001 - 518 30 32 000		Operating Supplies/Fuel	3.27	
		001 - 518 30 42 000		Communication	24.79	
		503 - 518 80 41 001		Professional Services - IT	9,069.88	
		001 - 518 80 42 000		Communications - Citywide	37.76	
		503 - 518 80 49 004		Software Licenses/Subscriptio	2,310.54	
		107 - 521 20 31 000		Office and Operating Supplie	93.87	
		107 - 521 20 32 000		Fuel	102.42	
		107 - 521 20 35 000		Small Tools and Equipment	210.96	
		107 - 521 20 41 000		Professional Services	60.72	
		107 - 521 20 42 000		Communication	1,049.54	
		107 - 521 20 48 001		Vehicle Repairs and Mainten:	54.93	
		406 - 531 10 42 000		Communication	7.89	
		406 - 531 30 32 000		Fuel	16.07	
		406 - 531 30 35 000		Small Tools and Equipment	171.20	
		406 - 531 30 42 000		Communication	317.34	
		401 - 533 10 41 002		Advertising	95.00	
		401 - 533 10 42 000		Communications	81.02	
		401 - 533 50 32 000		Fuel	15.09	
		401 - 533 50 42 000		Communication	470.50	
		403 - 534 10 42 000		Communication	99.20	
		403 - 534 50 31 000		Office and Operating Supplie	104.33	
		403 - 534 50 32 000		Fuel	37.90	
		403 - 534 50 42 000		Communication	469.48	
		403 - 534 50 49 002		Misc/Trng, Registrations	225.00	
		403 - 534 51 32 000		Fuel	36.03	
		101 - 542 30 31 000		Office and Operating Supplie	26.09	
		101 - 542 30 32 000		Operating Supplies/Fuel	31.57	
		101 - 542 30 42 000		Communication	55.50	
		501 - 548 30 42 000		Communications	80.01	
		001 - 558 50 31 000		Office and Operating Supplie	35.00	
		001 - 558 50 42 000		Communications	45.03	
		001 - 558 60 42 000		Communication	2.92	
		001 - 576 80 35 000		Small Tools and Equipment	171.20	
		001 - 576 80 42 000		Communication	23.98	
		001 - 589 90 00 000		Misc Non-Expenditure	-14.28	
832	02/11/2019	Claims	3	EFT PUGET SOUND ENERGY	286.24	Natural Gas
		107 - 521 20 47 000		Utilities	85.87	Police Natural Gas
		001 - 575 50 47 002		Public Utilities Services - AC	200.37	MAC Natural Gas
833	02/11/2019	Claims	3	EFT PUGET SOUND ENERGY	184.08	Electric
		403 - 534 51 47 001		Public Utility Services	184.08	Electric 2mg Booster Power
834	02/11/2019	Claims	3	EFT XPRESS BILL PAY ACCOUNTS PAYABLE	955.15	Online Web Payments
		406 - 531 10 41 000		Professional Services	315.20	Online Web Payment Services Fee
		401 - 533 10 41 000		Professional Services	324.75	Online Web Payment Services Fee
		403 - 534 10 41 000		Professional Services	315.20	Online Web Payment Services Fee
		001 General Fund			44,001.89	
		101 Street Fund			6,544.68	
		105 Drug Seizure Fund			21,401.36	
		107 Criminal Justice Fund			142,016.16	
		116 Community Events Fund			90.00	
		310 Capital Improvement Fund			2,822.49	

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	401	Electric Utility Operations Fund			282,935.88	
	402	Electric Capital Improvement Fund			61,406.71	
	403	Water Utility Operations Fund			45,254.44	
	404	Water Capital Improvement Fund			188,177.00	
	406	Stormwater Operations Fund			10,649.33	
	407	Stormwater Capital Fund			152,655.94	
	501	Vehicle Repair & Maintenance Fund			1,743.18	
	503	Information Technology			26,118.64	
					<hr/>	Claims: 985,817.70
		* Transaction Has Mixed Revenue And Expense Accounts			985,817.70	

Bank Positive Pay Upload _____

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: _____

Name	Date	Amount	Merchant Name	Accounting Code	Allocation Amount
BAKER GLEN	2018/12/19	\$225.00	EVERGREEN RURAL WATER	5345049002	\$225.00
CAMDEN AMY	2019/01/02	\$40.77	TLO TRANSUNION	5212041000	\$40.77
HERNANDEZ ANTHO	2019/01/02	\$67.00	RESOURCEFUL MANAGER	5212031000	\$67.00
HOBBS DONALD	2019/01/04	\$3.75	USPS PO 5454460342	5212042000	\$3.75
HUME RUSSELL	2019/01/01	\$50.15	SHELL OIL 57444026702	5212032000	\$50.15
HUME RUSSELL	2019/01/04	\$52.27	76 - UNITED PACIFIC 5491	5212032000	\$52.27
HUME RUSSELL	2019/01/04	\$210.96	GALLS	5212035000	\$210.96
HUME RUSSELL	2019/01/04	\$26.87	AMZN MKTP US*M292V4KQ2	5212031000	\$26.87
JOHNSON PAUL	2019/01/02	\$19.95	MOBILELOCK LLC	5212041000	\$19.95
LUCKMAN NILS	2019/01/04	\$2,310.54	ADOBE *ACROPRO SUBS	5188049004	\$2,310.54
MAYER MARCI	2019/01/04	\$9,069.88	IN *LOCKE SYSTEMS	5188041001	\$9,069.88
MAYER MARCI	2019/01/05	\$2,784.64	VZWRLSS*MY VZ VB P	5131042000	\$138.89
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5142042000	\$30.22
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5188042000	\$37.76
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5183042000	\$24.79
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5212042000	\$1,045.79
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5313042000	\$317.34
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5331042000	\$8.18
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5335042000	\$470.50
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5341042000	\$26.36
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5345042000	\$469.48
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5423042000	\$55.50
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5483042000	\$80.01
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5585042000	\$45.03
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5586042000	\$2.92
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5768042000	\$23.98
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5311042000	\$7.89
MAYER MARCI	2019/01/05	\$145.68	VZWRLSS*MY VZ VB P	5331042000	\$72.84
MAYER MARCI	2019/01/05	\$0.00	VZWRLSS*MY VZ VB P	5341042000	\$72.84
MENDIOLA PATRIC	2019/01/04	\$472.82	OLYMPIC TRAILER & TRUCK A	5768035000	\$171.20
MENDIOLA PATRIC	2019/01/04	\$0.00	OLYMPIC TRAILER & TRUCK A	5423031000	\$26.09
MENDIOLA PATRIC	2019/01/04	\$0.00	OLYMPIC TRAILER & TRUCK A	5345031000	\$104.33
MENDIOLA PATRIC	2019/01/04	\$0.00	OLYMPIC TRAILER & TRUCK A	5313035000	\$171.20
MERCER CHRISTIA	2019/01/02	\$35.00	PAYPAL *WASHINGTONA	5585031000	\$35.00
MILLER SHAUN	2019/01/02	\$63.14	76 - STEELE ST 76	5423032000	\$31.57
MILLER SHAUN	2019/01/02	\$0.00	76 - STEELE ST 76	5345032000	\$25.26
MILLER SHAUN	2019/01/02	\$0.00	76 - STEELE ST 76	5313032000	\$6.31
SUMMERS TRISHA	2019/01/02	\$961.63	SHRM LEARNING SYSTM	5131049002	\$961.63
SUMMERS TRISHA	2019/01/02	\$300.00	SHRM CERTIFICATION	5131049002	\$300.00
SUMMERS TRISHA	2019/01/02	\$50.00	FIFE MILTON EDGEWOOD C	5131049002	\$50.00
SUMMERS TRISHA	2019/01/04	\$50.00	PAYPAL *AWC	5331041002	\$50.00
SUMMERS TRISHA	2019/01/05	\$45.00	CRAIGSLIST.ORG	5331041002	\$45.00
TAKIGUCHI TETSU	2019/01/01	\$54.93	AUTOZONE #3723	5212048001	\$54.93
THOMPSON BRENT	2019/01/03	(\$14.28)	AMAZON PRIME	5899000000	(\$14.28)
THOMPSON BRENT	2019/01/03	\$40.76	76 - TAHOMA EXPRESS 10	5183032000	\$3.27
THOMPSON BRENT	2019/01/03	\$0.00	76 - TAHOMA EXPRESS 10	5345032000	\$12.64
THOMPSON BRENT	2019/01/03	\$0.00	76 - TAHOMA EXPRESS 10	5313032000	\$9.76
THOMPSON BRENT	2019/01/03	\$0.00	76 - TAHOMA EXPRESS 10	5335032000	\$15.09
WALSTON ROCKNIE	2019/01/02	\$36.03	EXXONMOBIL 99505364	5345132000	\$36.03

\$17,102.49



Agenda Item #: 7A

To: Mayor Styron Sherrell and City Council Members
From: Mark Howlett, P.E., Public Works Director/City Engineer
Date: February 19, 2019
Re: Electric Utility Rates

ATTACHMENTS: None

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action: None

Fiscal Impact/Source of Funds: None at this time. This effort is to evaluate our electric rates and make recommendations about future changes to the rate structure.

Discussion: City staff has been evaluating our electric rates to determine the best method of establishing a stable rate structure that will ensure the long-term viability of our electric utility.

The City hired EES, a private consulting firm, to evaluate our electric utility and provide recommendations regarding modifications to our rate structure.

EES will present a status report of the rate study and be available to answer questions.

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CITY OF MILTON

STATUS REPORT ON ELECTRIC UTILITY RATE STUDY

FEBRUARY 19, 2019

Presented by:

EES Consulting, Inc. (EES)
Gary Saleba, President/CEO

EES Consulting, Inc.

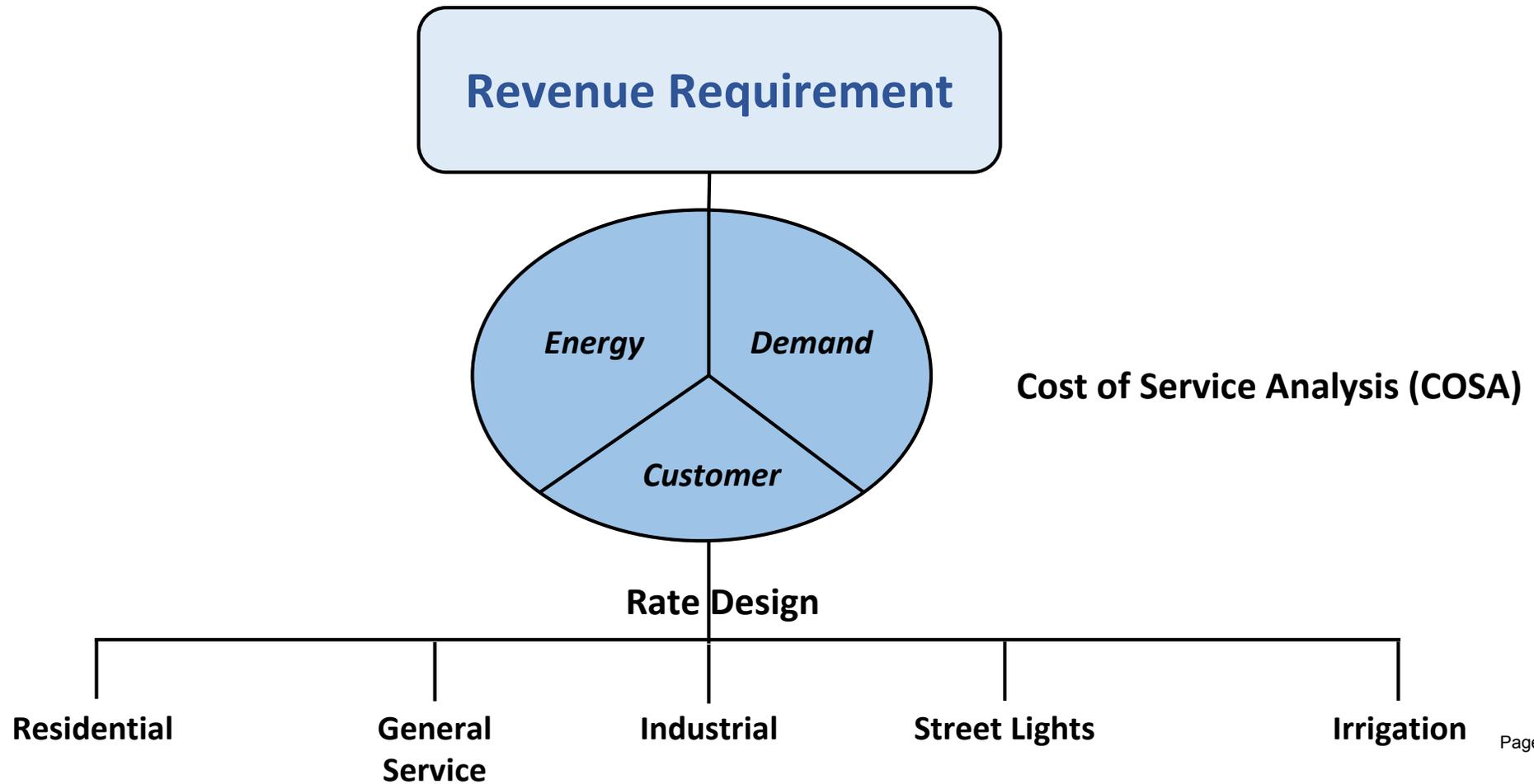
A registered professional engineering and management consulting firm with offices in Kirkland, WA, Portland, OR and La Quinta, CA
(425) 889-2700 www.eesconsulting.com

AGENDA

INTRODUCTION AND SESSION OBJECTIVES

- **Introduction of Staff and Consultant**
- **Objective – Tie Down 5-Year Electric Budget and Then Proceed with Rate Design for Implementation Later in CY 2019**

OVERVIEW OF RATE STUDY



STATUS OF CURRENT RATE STUDY

- Study period 2019 – 2023
- Capital improvement plan (CIP) assumptions
 - Substation costs at \$5.9 million and funded over 2019 – 2021
 - Balance of CIP from City work plan; \$4.9M over 2019 – 2023

STATUS OF CURRENT RATE STUDY(CONT'D)

City Capital Improvement Plan Budget						
2019 - 2023						
Capital Expenditures	2019	2020	2021	2022	2023	Total
Equipment						
equipment replacement	\$ 150,000	\$ 150,000				\$ 300,000
support truck	\$ 33,333	\$ 33,333	\$ 33,333			\$ 100,000
bucket truck	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000
Cable						
Surprise Lake Sub getaways	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
surprise lake village	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 350,000
hylebos 1 phase	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
switchgear upgrades	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
fault indicator upgrades	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
Transformer						
1 phase	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000
3 phase	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Pole replacement	\$ 420,000	\$ 420,000	\$ 420,000	\$ 420,000	\$ 420,000	\$ 2,100,000
Scada development	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
System Engineering and dev	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 175,000
Tree Trimming	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 400,000
tool replacement and purchase	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000
Tool testing	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
Clothing	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000
Mandatory Training	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
Substation						
Land purchase	\$ 283,333	\$ 283,333	\$ 283,333			\$ 850,000
Engineering	\$ 183,333	\$ 183,333	\$ 183,333			\$ 550,000
Construction and materials	\$1,333,333	\$1,333,333	\$1,333,333			\$ 4,000,000
system re configuration	\$ 166,667	\$ 166,667	\$ 166,667			\$ 500,000
Total	\$3,055,000	\$3,055,000	\$2,905,000	\$ 905,000	\$ 905,000	\$10,825,000

STATUS OF CURRENT RATE STUDY (CONT'D)

■ Budget (Revenue Requirement) Assumptions (cont'd)

- External funding of CIP
 - Draw down funds 402 and 409
 - Line of credit \$5M – \$6M
 - Balance funded through rates/Fund 401
 - Source and application of funds summary

City Cash Flow to Finance Capital Improvement Plan					
Capital Plan	2019	2020	2021	2022	2023
Funds 402 & 409	\$3,055,000 ¹	\$610,681 ²	\$464,749	\$467,384	\$470,027
Debt Finance	\$0	\$2,444,319	\$2,440,251	\$437,616	\$434,973
Total Capital Spending	\$3,055,000	\$3,055,000	\$2,905,000	\$905,000	\$905,000

1) Fund 402 beginning balance \$2.15M + Fund 409 beginning balance \$594K + 2019 Funds 402 & 409 contribution \$459K

2) Fund 402 & 409 balance \$150K + 2020 Funds 402 & 409 contribution \$462K

- Line of credit balance and payment

City Cash Flow to Finance Capital Improvement Plan					
Loan Totals	2019	2020	2021	2022	2023
Balance	\$0	\$2,340,998 ¹	\$4,579,146	\$4,804,704	\$5,018,196
Payment	\$0	\$225,537	\$441,165	\$462,896	\$483,465
Interest	\$0	\$122,216	\$239,062	\$250,838	\$261,984
Principal	\$0	\$103,321	\$202,103	\$212,058	\$221,481

1) \$2,444,319 - \$103,321 = \$2,340,998

STATUS OF CURRENT RATE STUDY (CONT'D)

- Operating and maintenance expenses
 - Sales forecast based upon BPA load forecast
 - BPA cost increases in October 2019 of 2.9% for power and 2.55% for transmission
 - BPA increases in October 2021 of 5% for power and transmission
 - Use of facilities charge deleted after new substation complete
 - City O&M costs increased at rate of inflation
 - Tax percentage the same
 - Debt service payments per above

STATUS OF CURRENT RATE STUDY (CONT'D)

- Revenue requirement/budget
- Fund balances proper by 2023

Summary of the Revenue Requirement 3 Year Substation Construction					
<i>Revenues</i>	2019	2020	2021	2022	2023
Present Rate Revenues	\$4,472,994	\$4,495,359	\$4,517,836	\$4,540,425	\$4,563,127
Other Income	122,451	126,002	129,656	133,416	137,285
Total Revenues	\$4,595,445	\$4,621,361	\$4,647,492	\$4,673,841	\$4,700,413
<i>Expenses</i>					
BPA	\$2,762,733	\$2,824,675	\$2,861,200	\$2,810,699	\$2,847,044
Distribution	908,760	936,022	964,103	993,026	1,022,817
Administration and General	670,899	708,346	748,302	790,954	836,036
Capital Funded in Rates (402 and 409)	459,545	462,136	464,749	467,384	470,041
Taxes	434,935	437,110	439,295	441,492	443,699
Transfer To (From) Electric Fund 401	-240,000	-165,000	-50,000	340,000	440,067
Debt Service	0	225,537	441,165	462,896	518,441
Total Expenses	\$4,996,871	\$5,428,827	\$5,868,815	\$6,306,451	\$6,578,146
Surplus (Deficiency) in Funds	(\$401,426)	(\$807,465)	(\$1,221,323)	(\$1,632,610)	(\$1,877,733)
Total Required Revenue Increase (Decrease)	8.7%	8.7%	8.8%	8.7%	5.0%
Present Rate Revenues	\$4,472,994	\$4,495,359	\$4,517,836	\$4,540,425	\$4,563,127
Rev Req (Expenses less Other Income)	\$4,874,420	\$5,302,824	\$5,739,159	\$6,173,035	\$6,440,860
Surplus (Deficiency) in Funds	(\$401,426)	(\$807,465)	(\$1,221,323)	(\$1,632,610)	(\$1,877,733)
Required Retail Rate Increase (Decrease)	9.0%	9.0%	9.1%	8.9%	5.2%

OPTIONS GOING FORWARD/NEEDED POLICY DIRECTION

- **Is Construction of the New Substation and Other CIP Appropriate?**
- **Is External Financing of \$5 – \$6M Appropriate?**
- **If So, For How Long Do You Want to Set Rates?**
- **When Would You Like to Implement New Rates?**



Agenda Item #: 7B

To: Mayor Styron Sherrell and City Council Members
From: Dustin Sloan, Public Works Superintendent
Date: February 19, 2019
Re: **Purchase of Deicer Equipment**

ATTACHMENTS: **Quotes from Northend Truck Equipment Inc. and J&K Associates**

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to approve the purchase of deicing equipment from Northend Truck Equipment Inc. and J&K Associates in an amount not to exceed \$26,837.58 including sales tax and authorize the Mayor to sign all documents necessary to execute the contracts.”

Fiscal Impact/Source of Funds: This expenditure is included in the adopted Budget from the Water Asset Replacement Funds.

Issue: The City of Milton currently sands streets during snow and ice events. While sand can be effective, many jurisdictions are implementing a program where roads are pre-treated with a brine solution to deter icing. Using brine also reduces the amount of sand and material that end up in our catch basins.

Discussion: The City solicited quotes from several companies to provide this de-icing equipment. The total amount of \$26,837.58 is for three separate components:

1. \$13,526.49 for the purchase from Northend Truck Equipment Inc. of a 400 gallon one-lane spray bar with hose and supporting equipment.
2. \$4,998.25 for the purchase from J&K Associates of a 90-gallon per minute pump with associated supporting equipment.
3. \$8,312.84 for the purchase from J&K Associates of a 6000-gallon storage tank with associated supporting equipment.

Please note that sales tax has been added to the amounts shown in the attached quotes that didn't already include sales tax.

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Quote# 020519MI
02/05/2019

Price Quotation For

Northend Truck Equipment Inc.

14919 - 40th Ave. N.E.
Marysville, WA 98271

Ph: 360-653-6066 Fax: 360-653-0100
1-800-653-6066

Visit Our Web Site - www.northendtruck.com



Prepared For:

Dustin Sloan
City of Milton
253-922-8733
dsloan@cityofmilton.net

State of Washington Current Contract Information:

Effective Date: 05-01-2018
Contract number: 01117
Contract title: DUMP BODIES, SNOW PLOWS VARIOUS TYPES, CONTROLS & SERVICES

Chassis & Build Information

Make:	Model:	Year:	CA:
Body Upfit: Anti-Ice Critical Spot Sprayer			

Excel#	Item#	Dump Body Category A	Qty.	Unit Total	Total
		Category A: NTE (Additional Products And Services) VariTech Anti Ice			
134	1	400 Gallon 3 Lane Critical Spot Sprayer - Galvanized frame, electric start Honda engine, closed loop, SS spraybar, 50' hose reel, VariTech controller, GPS speed sensor.	1	\$13,142.00	\$13,142.00
-	-	1 Lane Spraybar In Lieu of 3 Lane (Deduct)	1	-\$834.00	-\$834.00
Total With Quantity Items Selected					\$12,308.00
Applicable Sales Tax Percentage at Delivery Location				9.90%	\$1,218.49
Total Price with Tax Included					\$13,526.49

Notes:

- Equipment Direct Shipped To City of Milton

Accepted: *Zack Andrews* 2/7/2019 Accepted: _____ Date: _____
 Zack Andrews Dustin Sloan
 NORTHEND TRUCK EQUIPMENT INC. City of Milton
 P.O. Number _____

Thank You for your help on this, if you have any questions or need additional information
 Please call or email me at 425-903-2207, ZackA@northendtruck.com

Sincerely,
 NORTHEND TRUCK EQUIPMENT
 Zack Andrews
 Sales

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J&K ASSOCIATES
323 2nd Ave.
Snohomish, WA. 98290
Phone: 206-940-6924
www.jandkassociatesequip.com
E-mail: jimsauers@hotmail.com

January 25, 2019

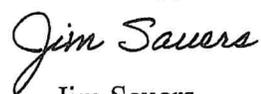
Mr. Dust Sloan
City of Milton
1000 Laurel St.
Milton, WA 98354

Dear Mr. Sloan,

We are pleased to offer the following quote to The City of Milton one or more VariTech Industries, Transfer Station as per your request.

- TS250 Transfer Station, 90 gallons per minute pump
 - Can be wired 115 or 230V
 - Galvanized frame
 - Bronze Pump Head
 - 15' of 2" suction Hose
 - 20' of 1-1/2" recirculation line
 - 25' of 1-1/2" discharge line
 - Additional fittings for a complete functioning system

Price, FOB Milton, WA...\$4,548.00
Delivery: 4-6 weeks

Sincerely,

Jim Sauers

J&K ASSOCIATES
323 2nd Ave.
Snohomish, WA. 98290
Phone: 206-940-6924
www.jandkassociatesequip.com
E-mail: jimsauers@hotmail.com

January 25, 2019

Mr. Dustin Sloan
City of Milton
1000 Laurel St.
Milton, WA 98354

Dear Mr. Sloan,

We are pleased to offer the following quote The City of Milton one or more 6000 Gallon Storage as per your request.

- 6000-gallon Vertical Storage Tank
 - 102" Diameter
 - 1.65 Spec. Gravity
 - 3 Year Warranty
 - Install 3" fittings in standard location
 - Install 1 ½" fitting in custom location
 - 3" Double Threaded Poly Tank Fitting
 - 3" Siphon Tube
 - Norwesco 3" x 2" reducer bushing, Poly
 - Fittings Installed
 - Banjo 1 ½" MPT x 1 ½" PPT Poly Street elbow
 - Banjo 1 ½" MPT x 1 ½" MPT Short Poly Pipe Nipple
 - Norwesco 1 ½" Full Port Bolted Ball Valve
 - Banjo 1 ½" Male Camlock x 1 ½" MPT Adapter
 - Norwesco 2" MPT x 2" Male Adapter Compact Ball valve

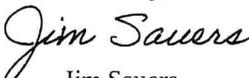
Price, FOB Milton, WA...\$7,564.00

Delivery: 4-6 weeks

Option Available:

- 6000-gallon Vertical Storage Tank...Add \$975.00
 - 102" Diameter
 - 1.9 Spec. Gravity
 - **5 Year Warranty**
- Seismic Restraint: RCA6-10 Galvanized Hot Dip Outdoor System...Add \$2,905.00
 - Clips 6" x 4" x 3/8" x 10" HR (6 Clips + Cable Assy.)

Sincerely,


Jim Sauers



To: Mayor Styron Sherrell and City Council Members
From: Jamie Carter, Surface Water Compliance Inspector
Date: February 19, 2019
Re: Grant Acceptance – Campus Green Retrofit

ATTACHMENTS: 1. Signed Agreement

TYPE OF ACTION:

Information Only Discussion Action Public Hearing

Recommendations/Actions: I move to authorize the Mayor to accept and fully execute an agreement with the Washington State Department of Ecology for the design of a new Low Impact Development City Hall Campus in an amount not to exceed \$51,300.

Fiscal Impact/Source of Funds: The City competed for and was successful in obtaining this grant. There is no match – 100% of the funds are provided by the Washington State Department of Ecology.

Discussion: This is a design only grant for Low Impact Development (Green) retrofits of municipally owned property. Our preliminary design is for the City Hall Campus. Although there is no guarantee of construction funds, it is known that projects designed under this banner are normally considered for construction grants as well.

The main design aspects will be bio-retention and pervious pavements. This will cool, slow and infiltrate more water. All these mechanisms help protect receiving waters from pollution that is in stormwater. In addition, having a forward-thinking design at City Hall sets the example and the tone for other developers and land owners in Milton.

Once we have coordinated with a consultant and considered other projects that may be happening in the future we will come back with a more developed concept.

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Agreement No. WQSWPC-2016-Milton-00056

WATER QUALITY STORMWATER PRE-CONSTRUCTION GRANTS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MILTON

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

GENERAL INFORMATION

Project Title:	City Hall Campus Stormwater LID Retrofit
Total Cost:	\$51,300.00
Total Eligible Cost:	\$51,300.00
Ecology Share:	\$51,300.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2020
Project Type:	Stormwater Green Retrofit Pre-Construction Planning and Design

Project Short Description:

This project will improve water quality in Hylebos Creek through the design of bioretention facilities at the City Hall Campus in the City of Milton. Upon construction, this project will provide treatment for Total Suspended Solids (TSS), Dissolved Copper and Zinc, and Total Phosphorus and will also reduce flows to the East Fork of Hylebos Creek by increasing stormwater infiltration and providing stormwater detention. The project will also improve esthetic qualities of the City Hall campus.

Project Long Description:

This project, when constructed, will improve water quality in the East Fork of Hylebos Creek, Hylebos Creek, and Commencement Bay. These waterbodies provide salmonid habitat, including spawning, rearing and migration, however, they are burdened with numerous pollutant related issues. Hylebos Creek is listed as an area of concern for low dissolved oxygen and is impaired for bioassessment and bacteria, requiring a Total Maximum Daily Load (TMDL). The East Fork Hylebos Creek is listed as a Category 5 water body for copper in two locations.

Agreement No: WQSWPC-2016-Milton-00056
Project Title: City Hall Campus Stormwater LID Retrofit
Recipient Name: City of Milton

The RECIPIENT will develop a design that features bioretention facilities to the extent practicable to meet standards identified in the 2014 Stormwater Manual for Western Washington. The design will provide both water quality runoff treatment and flow control benefits for Milton's City Hall campus which has 1.2 acres of pollution generating impervious surfaces including roofs. Upon construction, the stormwater facilities will remove TSS, dissolved copper, dissolved zinc, and total phosphorous. Removal of copper will help address the impairment on the East Fork of Hylebos Creek. Removal of phosphorous, will help address impairment concerns for dissolved oxygen. Removal of TSS will help address impairment concerns for dissolved oxygen and metals by capturing nutrients that can promote plant and bacterial growth.

Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQSWPC-2016-Milton-00056
 Project Title: City Hall Campus Stormwater LID Retrofit
 Recipient Name: City of Milton

RECIPIENT INFORMATION

Organization Name: City of Milton

Federal Tax ID: 91-6001462

DUNS Number: 095719829

Mailing Address: 1000 Laurel St
 Milton, Wa 98354

Physical Address: 1000 Laurel St
 Milton, Washington 98354

Contacts

<p>Project Manager</p>	<p>James Carter Stormwater Compliance</p> <p>1000 Laurel St Milton, Washington 98354 Email: jcarter@cityofmilton.net Phone: (253) 517-2708</p>
<p>Billing Contact</p>	<p>James Carter Stormwater Compliance</p> <p>1000 Laurel St Milton, Washington 98354 Email: jcarter@cityofmilton.net Phone: (253) 517-2708</p>
<p>Authorized Signatory</p>	<p>Mark Howlett</p> <p>1000 Laurel Street Milton, Washington 98354 Email: mhowlett@cityofmilton.net Phone: (253) 831-4271</p>

Agreement No: WQSWPC-2016-Milton-00056
 Project Title: City Hall Campus Stormwater LID Retrofit
 Recipient Name: City of Milton

ECOLOGY INFORMATION

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

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

Contacts

<p>Project Manager</p>	<p>David Mora</p> <p>12121 NE 99th Street Suite 2100 Vancouver, Washington 98677 Email: damo461@ecy.wa.gov Phone: (360) 690-4782</p>
<p>Financial Manager</p>	<p>Frances Carver</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: fcar461@ecy.wa.gov Phone: (360) 407-6564</p>
<p>Technical Advisor</p>	<p>Dan Gariepy</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: daga461@ecy.wa.gov Phone: (360) 407-6470</p>

AUTHORIZING SIGNATURES

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

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

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

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

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

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

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

Washington State
Department of Ecology

City of Milton

By: _____

By: _____

Heather R. Bartlett Date

Mark Howlett Date

Water Quality
Program Manager

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$7,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

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

Task Expected Outcome:

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

Recipient Task Coordinator: Jamie Carter

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$44,300.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Jamie Carter

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP Green Retrofit Incentive	0.00 %	\$ 0.00	\$ 51,300.00	\$ 51,300.00
Total		\$ 0.00	\$ 51,300.00	\$ 51,300.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement: “Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project

Agreement No: WQSWPC-2016-Milton-00056
Project Title: City Hall Campus Stormwater LID Retrofit
Recipient Name: City of Milton

Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

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“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document

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when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the

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registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before

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this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager. To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization’s information in the System for Award Management (SAM),

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<https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this

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Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et

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seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT'S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see

www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT'S knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan

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and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
 Cashiering Unit

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Recipient Name: City of Milton

P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY’s Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT’s payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY’s Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the

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Recipient Name: City of Milton

RECIPIENT” to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

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3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

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Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

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You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

RECIPIENT shall:

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

RECIPIENT shall:

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

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

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

7. COMPLIANCE WITH ALL LAWS

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

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

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

10. DISPUTES

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

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

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

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

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

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

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

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

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

18. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

19. PROGRESS REPORTING

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

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

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

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

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

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

- a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

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

b) For Convenience

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

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

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

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

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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completed on such documents and other materials.

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

28. THIRD PARTY BENEFICIARY

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

29. WAIVER

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

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Agenda Item # 7D

To: City Council Members
From: Shanna Styron Sherrell, Mayor
Date: February 19, 2019
Re: **Council Procedures Resolution**

ATTACHMENTS: Resolution-Redline

TYPE OF ACTION:

Information Only Discussion Action Public Hearing

Recommendation/Action: "I move to approve the attached Resolution 19-1916, updating procedures for the conduct of council meetings, proceedings and business; and repealing Resolution 08-1752."

Discussion: The Mayor and Council held a retreat in January 2019 to discuss updating the existing council policies and procedures. Procedures have already been put into place but not formally adopted with an updated version of the Resolution.

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**CITY OF MILTON
RESOLUTION NO. 19-1916**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MILTON,
WASHINGTON; ESTABLISHING A PROCEDURE FOR THE
CONDUCT OF COUNCIL MEETINGS, PROCEEDINGS AND
BUSINESS; AND REPEALING RESOLUTION NO. 08-1752, APPROVED
SEPTEMBER 15, 2008.**

**THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON
DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Repeal of Resolution. The Milton City Council hereby repeals Resolution No. 08-1752, approved September 15, 2008.

Section 2. Authority.

2.1 The Milton City Council hereby establishes the following procedures for the conduct of Council meetings, proceedings and business. These procedures shall be in effect upon adoption by the Council and until such time as they are amended, or new procedures are adopted in the manner provided by these rules.

Section 3. Types of Council Meetings.

3.1 **Regular.** A formal meeting for the purpose of conducting official City business. This includes, but is not limited to, citizen comments, public hearings, presentations, the adoption of ordinances, resolutions, contracts and agreements, and budgets.

a. Council's regular meetings will be held the first and third Monday of each month in the Council Chambers at City Hall and will begin at 7:00 p.m. **and end at 9:00 p.m. unless a majority of council votes to extend the meeting.**

b. If possible, only one or two major topics (defined as issues of high interest or controversial, or those which would take an extraordinary amount of the City Council meeting) will be scheduled per meeting.

3.2 **Study Session.** An informal meeting for the purpose of reviewing forthcoming programs, receiving progress reports on current programs or projects, reviewing agenda calendars, and receiving other similar information. All discussions and conclusions thereof shall be informal.

a. Council study sessions will be held the second Monday of each month in the Council Chambers at City Hall and will begin at ~~5:30~~ **7:00** p.m. and be

limited to ~~three (3)~~ two (2) hours in length unless a majority of council votes to extend the meeting. A second study session may be scheduled on an as needed basis.

- b. No final action may be taken at a study session. Decisions on those issues will be scheduled for a regular or special Council meeting.
 - c. A special study session may be called by the Mayor or by a majority of the members of the City Council.
- 3.3 If any Monday on which a meeting is scheduled falls on a legal holiday, the regular meeting or study session shall be held on the next business day at the same time and place.
- 3.4 Special. Any Council meeting other than the regular Council meeting, which has been called for the purpose of conducting official action. Notice shall be given at least 24 hours in advance as required by RCW 42.30.080. A special Council meeting may be scheduled by the Mayor or by a majority of the members of the City Council.
- 3.5 Emergency. A special Council meeting called without 24-hour notice. An emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, by reason of fire, flood, earthquake or other emergency, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the Mayor as provided under RCW 42.30.070. The minutes will indicate the reason for the emergency.
- 3.6 Executive Session. A Council meeting that is closed except to the Council, City Administrator, Mayor, City Attorney, authorized staff members, and/or consultants authorized by the City Administrator or Mayor. The public is restricted from attendance. Executive Sessions may be held during regular or special Council meetings, or as separate meetings, and will be announced by the Mayor. Executive Session topics are limited to considering matters relating to the sale or acquisition of real property, publicly bid contract performance, complaints or charges against public officers or employees, personnel matters, labor negotiations, litigation, and other matters authorized by RCW 42.30.110 or RCW 42.30.140.
- a. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time the session will be concluded. Should the session require more time, a public announcement shall be made, extending the meeting for a time certain.
 - b. At the conclusion of the Executive Session, if appropriate, the public meeting will reconvene for taking action.

- 3.7 The City Clerk will keep an account of all proceedings of the Council in accordance with the statutory requirements, along with summaries of Council action and committee activities, and will be entered into a minute book constituting the official record of the Council.

Section 4. Order of Regular Council Meeting Agenda

- 4.1 Call to Order. The Mayor calls the meeting to order.
- 4.2 Pledge of Allegiance. The Mayor, and at times invited guests, will lead the flag salute.
- 4.3 Roll Call. ~~The City Clerk shall call the roll and the~~ Mayor shall indicate any Councilmember who is not in attendance and whether the Councilmember has an excused absence. Councilmembers may make a motion to excuse absent Councilmembers.
- 4.4 Consent Agenda. Consent Agenda items are considered to be routine and non-controversial and are approved by one motion. Items on the Consent Agenda include, but are not limited to, minutes, business claims, approval of payment of contracts, bid awards, and previously authorized agreements. Any Councilmember may remove any item(s) from the Consent Agenda for separate discussion and action. When an item is removed, the Consent Agenda is considered for action without that item. After the Consent Agenda has been considered, the item which was removed is considered. When discussion on that item is completed, a motion may be made to vote on the item or to refer it to Council Committee or to another meeting.
- 4.5 Citizen Comments. Members of the audience may comment on items relating to any matter ~~that is not on the agenda.~~ Comments may be limited to three (3) minutes at the discretion of the Mayor. A "citizen comment sign-up sheet" will be available at each regular and/or special Council meeting for the use of citizens wishing to address the Council. Citizens may also comment on individual agenda items during any regularly scheduled Council meeting prior to the Council's deliberation and placement of the item on the table for Council action. These agenda items include, but are not limited to, ordinances, resolutions, and Council business issues. These comment times are ~~in addition to the Citizen Comment time.~~ **limited to three minutes.**
- 4.6 Proclamation/Presentations. A proclamation is defined as an official declaration made by either the Mayor or City Council. Other special presentations by citizen groups or outside agencies that make requests to present information on issues of interest to the City may also be scheduled at this time.
- 4.7 Public Hearings. Public Hearings are held to receive public comment on important issues and/or issues requiring a public hearing by state statute or City of

Milton ordinances. The Mayor will state the public hearing procedures at the beginning of the public hearing. A "public hearing sign-up sheet" will be available at each regular and/or special Council meeting for the use of citizens wishing to give testimony. Citizens wishing to give testimony will follow the same procedure as for "Citizen Comments" and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with deliberation and decision making.

- 4.8 Agenda Bills. Agenda bills are the forms used for submitting issues to the Council for action. The agenda bill will include the subject matter (title for agenda), **clearances**, action required, budget information (if applicable), summary statement, and recommended motion. The Council may use the agenda bill "recommended motion" language for making a motion. The City Clerk will be responsible for assigning a number to the agenda bill.
- a. Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five (5) days after publication in the City's official newspaper pursuant to RCW 35A.12.160.
 - b. Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.
- 4.9 Executive Session. An Executive Session held before, during, or after a Council meeting is a discussion that is closed to the public and attended only by the Council, City Administrator, Mayor, City staff, and/or consultants authorized by the City Administrator or Mayor. The Executive Session will be announced by the Mayor for a time certain. At the conclusion of the Executive Session, if appropriate, the Council may reconvene to act or adjourn.
- 4.10 Announcements/Reports. Announcements and reports made by the Mayor, Councilmembers, City Administrator and Department Directors.
- a. The Mayor makes announcements of upcoming meetings and events, and reports on meetings and events in which he/she has participated.
 - b. Councilmembers make announcements of upcoming meetings and events and report on Council Committee meetings, and other meetings and events in which they have participated.
 - c. Staff reports are made to the Council by the City Administrator and Department Directors on issues of interest to the Council which do not require Council action.

- 4.11 Mayor/Council Comments. Comments made by the Mayor and Councilmembers on various issues and/or activities of interest.
- 4.12 Adjournment. The Mayor shall adjourn the Council meeting. upon proper motion and approval by the Council.

Section 5. Agenda Preparation

- 5.1 The City Clerk will prepare an agenda packet for each Council meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review and approval by the City Administrator or Mayor.
- 5.2 Agenda items will be completed by the appropriate department staff and submitted to the City Clerk for finalizing by ~~5:00 p.m. on the Wednesday~~ **12:00 p.m. the Tuesday** prior to the following Monday Council meeting. The "agenda bill" form will be used for all items submitted for a regular or special Council meeting agenda. Items submitted for a study session agenda will include a cover memo briefly explaining the issue being discussed. Agenda packets will be ready for distribution to the Council by ~~4:00~~ **5:00** p.m. Thursday prior to the following Monday's Council meeting.
- 5.3 An item may be placed on a Council meeting agenda by any of the following: 1) the Mayor; 2) the City Administrator, or 3) any two or more Councilmembers. The City Administrator and staff will ensure Councilmembers are provided enough information to make decisions.
- 5.4 Any item may be placed on a regular Council meeting agenda, after the agenda is closed and the notice prepared, by the Mayor, City Administrator, or a Councilmember with an explanation of the necessity and a majority vote of the Council.
- 5.5 Some agenda items may be listed on the agenda for a time certain. Such listing will mean that an item will be heard as soon as reasonably possible after the specified time.
- 5.6 The City Clerk will prepare and keep current a calendar of agenda items for all Council regular and special meetings and study sessions. The City Clerk will also prepare and keep current a calendar of all Mayor and Council meetings ~~and meetings of the Boards and Commissions of the City of Milton.~~
- 5.7 The City Clerk will endeavor to schedule enough time between public hearings and other scheduled items, so the public is not kept waiting an excessive amount of time and so the Council will have enough time to hear testimony and to deliberate matters among themselves.

- 5.8 Legally required and advertised public hearings will have a higher priority over other scheduled agenda items which have been scheduled by convenience rather than for statutory or other legal reasons.
- 5.9 Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.

Section 6. Council Discussion

- 6.1 Robert's Rules of Order. On all questions of practice or procedure not provided for by these rules, the practice and procedure set forth in the current edition of *Robert's Rules of Order* shall serve as a guide.

Section 7. Comments, Concerns and Testimony to Council

- 7.1 Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes.

All remarks will be addressed to the Council as a whole. Any person making impertinent or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting.

- 7.2 The Mayor has the authority to preserve order at all meetings of the Council, to cause removal of any person from any meeting for disorderly conduct, and to enforce the Rules of the Council. The Mayor may command assistance of any peace officer to enforce all lawful orders of the Mayor to restore order at any meeting.
- 7.3 Citizens with complaints, concerns, or questions will be encouraged to refer the matter to the City Administrator or Mayor or ask that the matter be placed on a future City Council meeting or Council Committee meeting agenda with the appropriate background information.

Section 8. Motions/Voting

- 8.1 If a motion does not receive a second, it dies. Motions that do not need a second include nominations, withdrawal of a motion, agenda order, request for a roll call vote, and point of order.
- 8.2 A motion that receives a tie vote is deemed to have failed.
- 8.3 Motions shall be clear and concise and not include arguments for the motion within the motion.

- 8.4 After a motion and a second, the Mayor will state the names of the Councilmembers making the motion and second.
- 8.5 A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council.
- 8.6 After a motion has been made and seconded, the Council may discuss their opinions on the issue prior to the vote. Further citizen comments may be heard when there is a motion and a second on the floor only upon approval by a majority of the Council.
- 8.7 When the Council concurs or agrees with an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion.
- 8.8 A motion to table is not debatable and shall preclude all amendments or debate of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future regular or special meeting at which time discussion will continue. If an item is tabled, it **cannot be** reconsidered at the same meeting.
- 8.9 A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered later at the same meeting or at a time certain at a future regular or special City Council meeting.
- 8.10 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if the motion to reconsider received an affirmative vote.
- 8.11 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds (2/3) vote. If seven (7) Councilmembers are present, then five (5) must vote in the affirmative to fill the 2/3 requirement. Debate is reopened if the motion fails.
- 8.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting language in the motion.
- 8.13 A "friendly" motion to amend the original motion may be authorized only by the acceptance of the maker and the second of the original motion.
- 8.14 The motion maker, Mayor, or City Clerk shall repeat the motion prior to voting.

- 8.15 Each member present shall vote on all questions put to the Council except on matters in which he/she has been disqualified for a conflict of interest or under the appearance of fairness doctrine.
- 8.16 A councilmember must be present at a Council meeting to vote on any ordinance, resolution, contract, issue or order of business of the Council. No member shall be allowed to vote if they are not present at the Council meeting.
- 8.17 Any Councilmember present who fails to state his/her vote without a valid disqualification shall be declared to have voted in the affirmative on the question, except that an abstaining Councilmember still creates a quorum. If an action, however, requires a favorable vote by a majority of the whole membership, an abstaining vote shall be counted separately.
- 8.18 In situations where an abstaining Councilmember may need to abstain from voting because of possible violation of the appearance of fairness doctrine, the challenged Councilmember can still participate in the event that abstention would cause a lack of a quorum or result in a failure to obtain a majority vote as required by law if he/she publicly discloses the basis for disqualification prior to rendering a decision.
- 8.19 The City Clerk shall, in random rotation, take a roll call vote, if requested by the Mayor, a Councilmember, or as required by law. No Councilmember shall pass when called upon during the roll call vote.
- 8.20 At the conclusion of any vote, the Mayor shall inform the Council of the results of the vote. The City Clerk may confirm the results.
- 8.21 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration, but no motion for reconsideration of a vote shall be in order except at the following regular meeting.
- 8.22 All cases not provided for in these policies and procedures shall be guided by the current edition of *Roberts Rules of Order*. In the event of a conflict, these Council policies and procedures shall prevail.

Section 9. Ordinances

- 9.1 All ordinances shall be reviewed by the City Attorney. No ordinance shall be prepared for presentation to the Council unless requested by the City Administrator, Mayor, City Attorney, City staff, Council Committee, or a majority vote of the Council.
- 9.2 Ordinances will be introduced by an Agenda Bill. The City Clerk shall assign a permanent ordinance number prior to placing the ordinance on the agenda.

- 9.3 The Mayor or City Clerk shall read the title of the ordinance prior to voting.
- 9.4 Upon enactment of the ordinance, the City Clerk shall obtain the signature of the Mayor. After the Mayor's signature, the City Clerk shall sign the ordinance.
- 9.5 Ordinances or ordinance summaries shall be published in the official newspaper as a legal publication in the first possible publication following enactment.
- 9.6 An ordinance becomes effective five (5) calendar days after the publication of the ordinance or ordinance summary unless otherwise specified.
- 9.7 Ordinances shall reflect the date of first reading, date of adoption, date of publication, and effective date.
- 9.8 There shall be one reading of an ordinance prior to any action and adoption by the Council, unless a second reading is required by state statute, city code or on matters pertaining to: a) land use regulations; b) imposing taxes, fees, charges, penalties, assessments; c) comprehensive plans, and d) budgets and levies.

Section 10. Mayor and Mayor Pro Tempore

- 10.1 The presiding officer at all meetings of the Council shall be the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore shall act in that capacity. If both the Mayor and Mayor Pro Tempore are absent, the Councilmembers present shall elect one of their members to serve as Presiding Officer until the return of the Mayor or Mayor Pro Tempore.
- 10.2 The Presiding Officer ~~shall~~ will:
- a. Preserve order and decorum in the Council Chambers.
 - b. Observe and enforce all policies and procedures adopted by the Council.
 - c. Decide all questions on order, in accordance with these policies and procedures, subject to appeal by any Councilmember.
 - d. Change order of council meeting agenda
 - e. Recognize Councilmembers in the order in which they request the floor.
- 10.3 Challenge to Ruling of Presiding Officer. Notwithstanding anything herein contained, including *Robert's Rules of Order*, to the contrary, any member of the Council shall have the right and privilege to challenge any ruling of any kind made by the presiding officer at any Council meeting, in which case the approval or disapproval of the ruling of the chair shall immediately and without debate or comment be put to a vote of the Council, and the decision of the majority of the members of the Council then present, shall prevail.

Section 11. Council Relations with Staff

- 11.1 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities.
- 11.2 City staff shall acknowledge the Council as policymakers, and the Councilmembers shall acknowledge City staff as administering the Council's policies.
- 11.3 Councilmembers shall not attempt to influence City staff in the selection or retention of personnel, awarding of contracts, election of consultants, processing of development applications, or granting of City licenses or permits.
- 11.4 Councilmembers shall not attempt to interfere with the administration or internal operation and practices of any City department.
- 11.5 To ensure timely response and any required administrative actions, mail addressed to the Mayor shall be copied and circulated by the City Clerk to all appropriate persons as soon as practicable after it arrives.
- 11.6 The City Clerk shall not open mail addressed to individual Councilmembers.
- 11.7 No Councilmember shall direct the City Administrator or staff to initiate any action or prepare any report that is a priority or requires significant resources or initiate any project or study without the consent of a majority of the Council.
- 11.8 Individual requests for information can be made directly to the Department Director unless otherwise determined by the City Administrator or Mayor. If the request would create a change in work assignments or City staffing levels, the request must be made through the City Administrator or Mayor.

Section 12. Council Meeting Staffing

- 12.1 The City Administrator shall attend all meetings of the Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote. When the City Administrator has an excused absence, a designated Acting City Administrator, shall attend the meeting.
- 12.2 The City Attorney shall only attend those regular Council meetings as requested by the City Administrator, Mayor or majority of Councilmembers and shall, upon request, give an opinion, either written or oral, on legal questions.

The City Clerk shall act as the Council's parliamentarian. An Acting City Clerk shall attend meetings when the City Clerk is absent.

- 12.3 The City Clerk, or designee, shall attend regular and special meetings of the Council and keep the official journal (minutes), and perform such other duties as may be needed for the orderly conduct of the meeting. The City Clerk need not attend Council study or work sessions, although the City Clerk shall ensure that these sessions are recorded, and final minutes prepared.

Section 13. Councilmember Attendance at Meetings

- 13.1 Councilmembers will inform the City Administrator, Mayor or City Clerk if they are unable to attend any Council meeting, or if they knowingly will be late to any meeting.

Any Councilmember who has three consecutive unexcused absences from regular council meetings shall be subject to removal from office.

Section 14. Media Representation at Council Meetings

- 14.1 All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

Section 15. Council Representation

- 15.1 If a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember shall state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clearly states these statements do not represent the Council's position.
- 15.2 Individual Councilmembers shall refrain from preparing any written document or publication that represents or appears as an official City document or communication coming from the City Council.

Section 16. Confidentiality

- 16.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during executive session to ensure that the City's position is not compromised. Confidentiality also includes information provided

to Councilmembers outside of executive session when the information is exempt from disclosure under exemptions set forth in the Revised Code of Washington.

- 16.2 If the Council, in executive session, has given direction to City staff on proposed terms and conditions for any type of issue, all contact with the other party shall be done by the designated city staff representative handling the issue. Prior to discussing the information with anyone other than fellow Councilmembers, the City Attorney or City staff designated by the City Administrator or Mayor, Councilmembers should review such potential discussion with the City Administrator or Mayor. Any Councilmember having any such contact or discussion shall make full disclosure to the City Administrator, Mayor, and/or the City Council in a timely manner.

Section 17. Conflict of Interest

- 17.1 City Councilmembers and Mayor shall not, either directly or indirectly, give or receive or agree to receive any compensation, gift, reward, or gratuity from any source for any matter connected with or related to services as a Councilmember or Mayor.
- 17.2 City Councilmembers and Mayor shall excuse themselves from consideration of any proceeding in which they have a direct or indirect interest. Examples of such interest include a Councilmember or Mayor as an applicant or property owner for a permit, a Councilmember or Mayor as a partner in a corporation or partnership involved in a permit or property ownership with a parcel subject to a land use permit, involvement as tenant, or resident in a structure subject to a land use permit. If such conflict exists, the affected Councilmember or Mayor shall excuse themselves and leave the Council Chambers prior to any briefing, hearing, discussion or other consideration of the issue.

Section 18. Quasi-judicial Hearing

- 18.1 The appearance of fairness doctrine applies to quasi-judicial hearings, not legislative hearing. Council decision on a quasi-judicial matter shall be based on and supported by the “record” in that matter. The “record” consists of all testimony or comments presented at the hearing and all documents or exhibits that have been submitted in connection with the matter being considered. All documents, including maps, drawings, and staff reports, should be admitted as numbered exhibits during the public hearing. All quasi-judicial hearings shall be recorded. Quasi-judicial hearing will be conducted in conformance to procedures outlined in other ordinances, such as the hearing examiner ordinance. Those who desire to comment or testify before the Council at the hearing shall be sworn in prior to presenting comments or testimony. Deliberations on a quasi-judicial matter can occur following the public hearing or at some other time. Deliberations and eventual decision shall fall within any applicable statutory

timelines. Comments from the audience are not permitted during open meeting deliberations.

- 18.2 Appearance of Fairness: Prior to the start of a quasi-judicial public hearing, the chair will ask if any councilmember has an appearance of fairness doctrine concern, which could prohibit the councilmember from participating in the public hearing process. A councilmember who refuses to step down after challenge, upon the advice of the city attorney and after a ruling by the majority of the remaining members of the council that the member in question should step down, is subject to censure. A councilmember who has stepped down shall not participate in the council decision or vote on the matter. The councilmember shall leave the council chambers while the matter is under consideration.
- 18.3 Comments in violation of the appearance of fairness doctrine: The chair may rule out of order any comment made with respect to a quasi-judicial matter pending before the council, boards, agency or commissions. Such comments should be made only at the hearing on a subject matter. If a hearing has been set, persons whose comments are ruled out of order will be notified of the time and place when they can appear the public hearing on the matter and present their comments.

Section 19. Public Records

- 19.1 Public records created or received by the Mayor or any Councilmember will be transferred to the City Clerk's office for retention by the City in accordance with the Public Records Law. Public records that are duplicates of those received by, or in the possession of the City, are not required to be retained. Questions about whether a document is a public record or if it is required to be retained should be referred to the City Clerk or City Attorney.

Section 20. Mayor Pro Tempore Selection Process

- 20.1 The Mayor Pro Tempore shall be elected to a one (1) year term at the first Regular Council meeting in January of each year. The Mayor shall conduct the election for the Mayor Pro Tempore.

Section 21. City Council Committees

- 21.1 The following City Council Committees are hereby formed:
- a. Staff/Finance
 - b. Public Works/Community Development/Public Safety
 - c. Ad-hoc Committees, as necessary

- 21.2 Each committee shall have a membership of three (3) Councilmembers with one of the Councilmembers serving as Chair.
- 21.3 The City Council shall appoint the member to each Council Committee. The Committee Chair shall be appointed by the members of the Committee.
- 21.4 Membership of each Committee shall be for a one (1) year term and reviewed annually. Membership will be determined by deliberation of the full Council arrival at consensus or by majority vote.
- 21.5 Committee Work Programs and Agendas
- a. The Council Committee shall, with staff support, study issues and make recommendations to the full Council for action. The Committee shall not have the authority to restrict items from moving forward to Council meetings.
- ~~b. Committee Agendas. Committee Agendas shall generally be prepared at least two (2) days in advance by the Committee staff in coordination with the Committee chair and in consultation with the City Administrator or Mayor. If staff determines two (2) days in advance of the Committee meeting that there is a lack of Committee business, the meeting shall automatically be cancelled, and notification of such cancellation shall be properly posted. Staff will provide a copy of the Committee agenda to all Councilmembers.~~
- e.b. Committee Chairs shall work with the department director(s) and/or City Administrator by being a key communication link between the Council Committee and administration on emerging issues and status of city business activities. Committee Chairs shall provide reports on Committee issues to the full Council on a regular basis.

Section 22. Appointments to Regional Organizations

- 22.1 Appointments to regional bodies, ad-hoc community committees or other special committees outside the City auspices may be made in two ways: 1) the regional committee may request recommendations for ultimate appointment by the regional committee; or 2) the City may make direct appointment to a regional committee when asked to do so by that body.
- a. Any Councilmember may express an interest in a subject and interest in serving on a particular regional body.
- b. Council Committee membership shall not limit a Councilmember's interest in serving on a particular regional body.

- c. When a regional body requests membership recommendation where the regional body makes the final appointment, the Mayor shall ask Councilmembers to state their interest in appointment. All names shall be submitted by the Mayor to the regional body which will then make the appointment(s) subject to confirmation by the Council.
 - d. When the Council has the authority to make direct appointment to a regional committee, discussion shall take place with the full Council to determine interest. The Mayor or Councilmember receiving a majority vote will represent the City on that regional body.
 - e. Changes in representation to regional committees where the Council has the authority to make a direct appointment shall also be determined through full Council discussion and majority vote of the Council.
- 22.2 When the Mayor and/or Councilmembers register to attend an official conference requiring voting delegates, such as the Association of Washington Cities, the Council shall designate the voting delegate(s) and alternative voting delegate(s) during a public meeting, by a majority vote. When possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

Section 23. Suspension and Amendment of Rules

- 23.1 Any provision of these rules not governed by State law or ordinance may be suspended by a majority vote of the Council.
- 23.2 Amendments to Rules. Amendments to these rules shall be made by resolution of the Council, which must be laid over at least one week, and may then be made by a majority vote of the membership of the City Council. After such proposed amendments have been laid over for one week, they may be amended, added to, or deleted, and adopted at the same or a subsequent session of the Council.

PASSED AND APPROVED by the City Council of the City of Milton, Washington, at a regularly scheduled meeting this 19th day of February 2019.

Shanna Styron Sherrell, Mayor

Attest:

Trisha Summers, City Clerk

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To: Mayor Styron Sherrell and City Council Members
From: Jamie Carter, Surface Water Compliance Inspector
Date: February 19, 2019
Re: **Approval – Park Board Work Plan for 2019**

ATTACHMENTS: Proposed Park Board Work Plan for 2019

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to approve the attached Park Board Work Plan for 2019 and direct that Board meeting agendas be scheduled to meet the goals therein.”

Fiscal Impact/Source of Funds: None.

Issue: The draft Work Plan identifies the issues that Park Board and staff are proposing for 2019. Council is requested to review, amend if needed, and approve the Work Plan.

Discussion: The Park Board solicited comments from the public during Milton Days, and the attached draft Work Plan reflects the efforts of that Workshop combined with discussions among City staff and Mayor Styron Sherrell.

The City Council may change or modify the Park Board’s proposed 2019 Work Plan to best reflect Council priorities, available resources, and emerging issues. Once adopted, Council retains the authority to further revise the Work Plan, including referring other issues to the Park Board during the course of the year.

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2019 Park Board Work Plan

Item	Description
Milton Community Park Long Term Visioning	The Mayor has tasked the Parks Board with development of a comprehensive vision for the Milton Community Park. This along with input from other interested parties will be used to formulate a long-term vision and plan for the city's largest park.
Skate Park Monument Replacement	The Skate Park Monument has been badly vandalized and needs repair/replacement.
SK8 Milton Event	In 2017 and 2018 the Parks Board put on the SK8 Milton event which utilized the Milton Skate Park and East Pierce Fire to put on a skating and safety clinic. It has been a successful event.
Parks Appreciation Day	The City endeavors to put on at least one community clean up event per year. Volunteers and donated items are primarily used to clean up or beautify targeted areas in the city.
Improve Park Equipment and Install New Bench(es)	Parks and equipment require maintenance. Money has been reserved in the budget and the Parks Board has been asked for input regarding equipment repair and upgrades. There is also a staff component for detailed assessment and repair of equipment.
Milton "Pocket Parks" Long Term Visioning	The Mayor has tasked the Parks Board with evaluation and development of a plan for our "pocket parks". This would include Hilltower Park and Olympic View Park.
West Milton Ballfield	The West Milton Ballfield project has been going well. The City has been the recipient of free, clean fill dirt and it has made a big difference. The City budget has money in it for irrigation installation and lighting improvements.

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Agenda Item # 7F

To: City Council Members
From: Mayor Styron Sherrell
Date: February 19, 2019
Re: **Position Ratification – Trisha Summers as City Clerk**

ATTACHMENTS: Offer Letter
Job Description for City Clerk

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: “I move to ratify Trisha Summers in the position of City Clerk.”

Fiscal Impact/Source of Funds: The pay scale for this position is \$67,995 - \$82,648 annually. This position and pay scale was approved in the 2018 budget.

Discussion: Per MMC 2.20.010, the position of City Clerk must be confirmed by City Council. This was overlooked when a new Clerk was hired in April 2018. At this time, I am asking that Council forgive this oversight and ratify the appointment of Trisha Summers to City Clerk.

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April 26, 2018

Trisha Summers

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

Dear Trisha,

Thank you for applying and interviewing for the position of City Clerk/Human Resources Generalist with the City of Milton, and I'm pleased to extend this offer of employment to you.

This offer is conditional upon agreement to the following:

1. Job Duties: As per full job description.
2. Effective Date: Your first date of employment will be Monday, May 21, 2018.
3. Terms of Employment: You will work under the supervision and direction of the Mayor and her Designee. Your employment is subject to the provisions of the City of Milton Personnel Policy for Exempt Employees, attached this agreement.
4. Compensation: The salary being offered to you for this position is \$71,660 annually. This is an exempt position.
5. Benefits: Medical, dental and vision insurance coverage will be provided similar to that offered to other exempt, non-represented management positions, with the employee paying up to 10% of the health insurance premium costs, depending on the benefit plan chosen; this contribution percentage is subject to change. You may decide to opt out of the City of Milton's insurance coverage for both employee and dependent coverage. This should be done in writing within two weeks after your employment starts. Other benefits include the PERS retirement plan; optional deferred compensation and flex spending plans; life insurance (\$100,000 provided by the City); and vacation, holiday, sick, and administrative leave.
6. Leave Accrual: In recognition of your experience, you shall begin employment with 5 days of accrued vacation and 5 days of accrued sick time.

It is understood that you are an exempt employee under the provision of the Fair Labor Standards Act, and paid a salary. You will be required as a function of your position to attend City Council meetings and other functions outside of normal working hours unless excused by the Mayor. You shall endeavor to be available during all reasonable times for consultation with the Mayor and other senior management staff in the exercise of your duties.

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

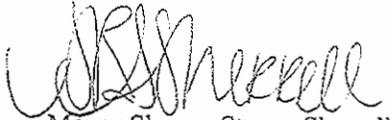
Mayor Shanna Styron Sherrell

Police Chief/City Administrator Tony Hernandez

Municipal Services Administrator Steve Peretti

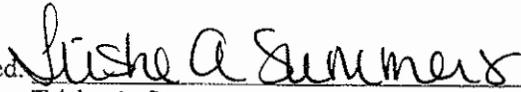
I hope your acceptance of this offer will benefit both you and the City of Milton. If the terms and conditions specified herein are acceptable, **please sign and return the original to Human Resources.**

Sincerely,


Mayor Shanna Styron Sherrell

Acceptance of Offer

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

Accepted: 
Trisha A. Summers

Date: 4/26/18

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

Mayor Shanna Styron Sherrell

Police Chief/City Administrator Tony Hernandez

Municipal Services Administrator Steve Peretti



POSITION DESCRIPTION

Title **City Clerk/Human Resources Generalist**
Department Administration
Union/FLSA Status Exempt/Confidential

GENERAL PURPOSE

The position performs a variety of professional support work developing, implementing and overseeing the services, programs and activities of the City Clerk's Office. Responsible for the management and preparation of City Council meeting agendas, council packets, meeting notices pertaining to regular and special meetings and items before Council action is taken. Maintains custody of official records and archives of the City, including: ordinances, resolutions, contracts and minutes and personnel records. Responsible for recruiting and on-boarding process all new employees. Supports the City Administrator and Mayor with daily HR operations. Assists with negotiations of collective bargaining agreements. Assists with the management of employee benefits programs. Responsible for the maintenance and indexing of official City records, and the enforcement of laws pertaining to public records. Work is performed under general administrative direction from the Mayor and City Administrator with initiative, discretion and independent judgment in the performance of duties based on extensive knowledge of City policies, procedures and operations. This position also performs professional and technical work in the field of public personnel administration.

SUPERVISION

Works under the general supervision of the Mayor and City Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The primary duties of the City Clerk are listed below; the omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this position.

- Assists in preparing the agenda and information packet for City Council meetings; attends City Council meetings; responsible for recording and transcribing official minutes of meetings, distributing notices of action, maintaining agenda bill records.
- Ensures that all legal notices and bid openings are properly prepared and published according to related laws, regulations and policies.
- Responsible for codification of ordinances.
- Responsible for developing, implementing and maintaining a records management process for ordinances, resolutions, policies, agreements and other documents; involves work with other City Departments to coordinate records storage and retrieval processes in accordance with the State records retention schedule; Acts as City Records Officer.
- Serves as registrar of voters for the City; keeper of the city seal; notary public.

- Advertises City job openings, receives and records applications, maintains application file and record of recruitment/hiring process.
- Assists City Administrator and Mayor in conducting their administrative duties as needed.
- Coordinates and monitors public disclosure requests pursuant to the city policy and RCW.
- Provides updating the City's website with regard to City Clerk, City Council and Administration issues.
- Prepares for and assist in conducting City elections by implementing processes and procedures necessary in accordance with all applicable State and Federal requirements.
- Responsible for maintaining and updating the city website, including but not limited to meetings, minutes, agendas and the calendar for City Administration.
- Assists with processing of new hire paperwork and new hire orientation, and maintains personnel records and files for employees.
- Performs other assigned tasks as directed by the City Administrator or Mayor.
- Maintains high standards of confidentiality;
- Implements a diverse array of human resources programs and procedures utilized by the organization;
- Interprets and applies adopted policies and procedures;
- Performs customer service functions by interacting with and supplying information to employees and their spouses, department heads, job applicants, external agencies and the public both in person and via technology. Fields internal and external calls and inquiries for the human resources division;
- Creates and maintains personnel files and related personnel records according to retention schedules, employs best management practices;
- Assists in scheduling employees' immunization and medical tests required for certain jobs and maintains the records;
- Assists in the development and analysis of proposals and counterproposals offered through the collective bargaining process. Interpret contract language for appropriate application;
- Conducts employee recruitment efforts, including development of job announcements, advertisements, applications, testing, interview questions and rating forms. Responsible for training oral interview boards, reference and background checks and communicating with applicants. Conducts employee orientations and exit interviews and processes related paperwork;
- Performs administrative functions such as drafting correspondence and proofreading material. Generating purchase orders, copies, faxes, processes incoming and outgoing mail;
- Completes and submits various human resources related reports and surveys such as salary and EEO-4 reports;
- Maintains Human Resources Information System records and compiles reports from data base.

MINIMUM QUALIFICATIONS

- Associate's degree in business or a closely related field, and a minimum two years of technical personnel work experience. Additional qualifying experience may substitute for up to two years of the educational requirement on a year-for-year basis.

- Two years of progressively responsible administrative experience involving the development and maintenance of detailed and complex records, the meeting of critical deadlines and the interpretation of laws, regulations and other legal requirements is desired.
- Preferred certifications: CMC or MMC; PHR or SPHR.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Legal requirements pertaining to the recording and preservation of municipal actions including modern records management techniques for recording, retention and disclosure.
- Understanding and interpreting RCW regulations for Washington cities pertaining to recording requirements and records retention.
- Municipal Code provisions that are related to the operations of the City Clerk's and Human Resources functions and matters which come before the Council
- Principles, practices and techniques of public personnel administration
- Principles and methods of recruitment, selection, position classification and compensation
- Logic and basic methods of problem solving
- Correct English usage, grammar, spelling, punctuation and vocabulary
- Oral and written communications skills
- Federal, state and local legislation pertaining to Equal Employment Opportunity and Affirmative Action programs and practices
- Applicable laws, codes, regulations, policies and procedures
- Highly proficient computer skills including Microsoft Office Suite and database systems
- Interpersonal skills using tact, patience and courtesy – exceptional customer service and employee relations skills
- Municipal organization, operation, programs, policies and objectives

SPECIAL REQUIREMENTS

- Must be bondable.
- Valid Washington state driver's license and a driving record acceptable to the City's insurance carrier or evidence of equivalent mobility
- Have or obtain within six months of hire a current license as a Notary Public issued by the State of Washington
- Establish and maintain positive, effective working relationships with legislators, Mayor, department directors, employees, job applicants, and the public
- Analyze technical personnel problems and recommend and/or implement solutions
- Communicate effectively both orally and in writing
- Express tact when communicating sensitive and complex matters
- Work independently with little direction; exercise independent judgment
- Meet schedules and time limits
- Availability to work evenings and weekends as needed for city meetings and during peak work times

TOOLS AND EQUIPMENT USED

Requires frequent use of personal computer and advanced application of spreadsheet, database and word processing software; printers, telephone, fax machine, copy machine, calculator; et al.

PHYSICAL DEMANDS

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

- Required to sit, talk, and hear; frequently required to use hands to finger, feel or handle objects, computers and office supplies which require repetitive arm, wrist and hand movement.
- May be required to sit for extended periods of time.
- Occasionally required to stand and reach with arms and hands, climb, balance, stoop, kneel, crouch, bend or crawl.
- Specific vision abilities include close, distant, color and peripheral vision, depth perception and the ability to adjust focus.
- The employee is occasionally required to lift or move up to 30 pounds.
- May visit job sites that require walking on uneven, rocky, or rough ground.
- Requires mental acuity to ensure thorough mental analysis of situations in a fast-paced environment.

WORK ENVIRONMENT

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

- Works indoors in a clean, climate-controlled workspace.
- This position works in an open office environment where the work of others may cause distraction in addition to the requirement to respond to phones and in-person contacts.
- May be exposed to upset and irate customers and clients.
- Work generally involves concentration and attention to detail.
- Occasionally requires visits to other City environments and may require travel for training.

DISCLAIMER

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

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



Agenda Item #7G

To: City Council Members
From: Mayor Styron Sherrell
Date: February 19, 2019
Re: **Position Ratification – Courtney Black as Municipal Services Administrator**

ATTACHMENTS: Offer Letter
Job Description for City Administrator

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: “ I move to ratify Courtney Black in the position of Municipal Services Administrator.”

Fiscal Impact/Source of Funds: The salary range for this position is \$95,449 - \$132,224 and was approved in the 2019 budget.

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

Discussion: The city has been without this key role since June 2018. Courtney has much needed experience in long-term infrastructure funding and planning, policy development, staffing analysis and planning the city needs and I feel she will fill the void and round out the leadership team nicely.

I am pleased to present Courtney Black as my appointment for Municipal Services Administrator.

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January 31, 2019

Courtney Black

Office of the Mayor
Shanna Styron Sherrell
sstyronsherrell@cityofmilton.net
253-517-2705

Dear Courtney,

Thank you for applying and interviewing for the position of Municipal Services Administrator with the City of Milton, and I'm pleased to extend this offer of employment to you.

This offer is conditional upon agreement to the following:

1. Job Duties: As per full job description.
2. Effective Date: Your first date of employment will be Tuesday, February 19, 2019.
3. Terms of Employment: You will work under the supervision and direction of the Mayor and her Designee. Your employment is subject to the provisions of the City of Milton Personnel Policy for Exempt Employees, attached this agreement.
4. Compensation: The salary being offered to you for this position is \$123,000.00 annually. This is an exempt position.
5. Benefits: You have chosen to forego the medical benefits package, including the opt out payment option. You will be asked to provide proof of insurance from another source. The city does participate in PERS retirement plan and participation in that is mandatory.
6. Leave Accrual: In recognition of your experience, you shall begin employment with 4 weeks of accrued vacation and 2 weeks of accrued sick time.

It is understood that you are an exempt employee under the provision of the Fair Labor Standards Act, and paid a salary. You will be required as a function of your position to attend City Council meetings and other functions outside of normal working hours unless excused by the Mayor. You shall endeavor to be available during all reasonable times for consultation with the Mayor and other senior management staff in the exercise of your duties.

I hope your acceptance of this offer will benefit both you and the City of Milton. If the terms and conditions specified herein are acceptable, **please sign and return the original to Human Resources within 24 hours of receipt.**

Sincerely,

Mayor Shanna Styron Sherrell

Acceptance of Offer

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

Accepted: _____
Courtney Black

Date: _____



POSITION DESCRIPTION

Job Title: **City Administrator – Municipal Services**
Compensation: \$95,449 – \$132,224
FLSA Status Exempt

GENERAL PURPOSE

The City Administrator – Municipal Services under the direction, supervision and authority of the Mayor, is the executive officer and liaison officer for the City. This position directs the administration of city government functions and services and provides leadership in the long and short-term goals of the city. Typically makes recommendations to the Mayor and Council for action. This is a non-union, exempt position.

This position works independently in making decisions regarding work processes or methods which will be used. Assignments require analysis of a variety of laws, rules, policies, procedures and standards, and development of strategies to resolve problems consistent with established standards. Coordinates work within the executive department, between departments, and with the public and/or other governmental entities. The position provides support to advisory boards and appointed officials as assigned and may make presentations to them and the public.

SUPERVISION

This position performs under the general direction of the Mayor, and has direct supervision over the Public Works Director, Finance Director, City Clerk, Community Development Director, and their respective departments.

JOB LOCATION

Primarily located in City Hall as well as in and around the City of Milton. Represents the Mayor as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Although the primary duties of the City Administrator – Municipal Services are listed below, the omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this position. Primary duties include but are not limited to the following.

Under the direction and supervision of the Mayor, the City Administrator – Municipal Services manages, coordinates, formulates and monitors internal operating policies that facilitate achieving efficient and fair delivery of services for the City of Milton. The City Administrator – Municipal Services must coordinate and direct various city departments. In conjunction with the Mayor and Finance Director, he or she must prepare and submit the annual budget for the City of Milton. The Administrator is responsible for all purchases and expenditures by city offices, departments, commissions and boards in carrying out the requirements of City ordinances, resolutions and policies of the City Council. This position may serve as a secondary contact for the news media for the City. The Administrator is expected to participate in the community

activities and to attend many morning, noon and night meetings, both in the City and in the surrounding community. Is expected to attend all City Council meetings.

ADDITIONAL EXAMPLES OF WORK PERFORMED

The City Administrator – Municipal Services assists the Mayor generally in conducting the city's business in all matters and performs such other duties and assumes such other responsibilities as the Mayor may direct.

He/she has contact with citizens, personnel of all departments and divisions, the business community, neighborhood organizations and City council members. This person may be involved in highly sensitive and/or emotional interactions requiring skill in gaining the trust and confidence of others. This person should have skills in conflict resolution as well as labor negotiations and contract interpretation. Interaction with management professionals of other agencies and jurisdictions is encouraged to keep current on trends and new developments in the field of municipal management.

REQUIRED KNOWLEDGE AND ABILITIES

The City Administrator – Municipal Services must have a working knowledge of the functions and processes of City government, preferably having prior experience as a City Administrator, Assistant City Administrator, Public Works Director or a Director of related operations in a comparable city, county or public service entity. He or she must be able to manage, coordinate and direct activities of the various departments in the City of Milton, providing leadership to four or more department heads and effective negotiation abilities with one labor union. Must have a thorough knowledge of municipal, state and federal laws as well as understanding municipal organization structures and issues. Must have the ability to establish and maintain effective working relationships with coworkers, other agencies and the public.

QUALIFICATIONS

The City Administrator – Municipal Services must have a bachelor's degree from an accredited university in business, finance, public administration, business management, organizational management or a closely related field. A masters' degree is preferred. Must have at least 5 to 7 years city or county or public service governmental managerial experience which includes responsibilities for operations, budgeting and managing personnel with a desired emphasis on Public Works, Public Work Projects, Economic Development, and Capitol Facilities Planning. This person must have a working knowledge of government finance with proven experience in administering budgets and must also possess high level communication skills. Must possess or be able to maintain a Washington State driver's license. Must be able to withstand an extensive background check.

PHYSICAL DEMANDS

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

- Required to sit, talk, and hear; frequently required to use hands to finger, feel or handle objects, computers and office supplies which require repetitive arm, wrist and hand movement.
- May be required to sit for extended periods of time to perform data entry and respond to customers.
- Frequently required to stand and reach with arms and hands.
- Occasionally required to climb, balance, stoop, kneel, crouch, bend or crawl.

- Specific vision abilities including close, distant, color and peripheral vision, depth perception and the ability to adjust focus.
- The employee is occasionally required to lift or move up to 25 pounds.
- Requires mental acuity to ensure thorough mental analysis of situations in a fast-paced environment.

WORK ENVIRONMENT

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

- Works indoors in a clean, climate-controlled workspace.
- This position works in an open office environment where the work of others may cause distraction in addition to the requirement to respond to phones and in-person contacts.
- May be exposed to upset and irate customers and clients.
- Work generally involves concentration and attention to detail.
- Occasionally requires visits to other City environments, to field sites, and may require travel for training.

DISCLAIMER

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

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The City of Milton is an equal opportunity employer and does not discriminate based on disability, race, marital status, gender, religion, age or national/ethnic origin.

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

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