



**CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street**

**May 6, 2019
Monday**

**Regular Meeting
7:00 p.m.**

- 1. Call to Order and Flag Salute**
- 2. Roll Call of Councilmembers**
- 3. Additions/Deletions**
- 4. Citizen Participation**
- 5. Appointments to Boards and Commissions**
 - A. Reappointment to Events Committee
 - B. Appointment to Park Board
- 6. Proclamation – Building Month**
- 7. Consent Agenda**
 - A. Minutes Approval:
 - i. May 15, 2019 Regular Meeting Minutes
 - B. Claims Approval:
 - i. Approval of the checks/vouchers/disbursements numbered 65163 to 65230 in the amount of \$536,717.26.
 - ii. Approval of the payroll disbursement of April 19, 2019 in the amount of \$207,304.10.
 - C. Approval of Administrative Contract with Locke Systems
- 8. Public Hearing - Hillcreek Annexation**

9. Regular Agenda

- A. Hillcreek Annexation Ordinance 1st read
- B. Tree Trimming
- C. Water Security
- D. Milton Trailhead Interurban Trail
- E. Yuma St. Overlay – Construction Management
- F. Yuma St. Overlay - Construction
- G. Electric Rate Increase Ordinance 2nd read
- H. Community Building

10. Council Reports

11. Director's Reports

12. Mayor's Report

13. Adjournment



Agenda Item # 5A

To: City Council Members
From: Mayor Styron Sherrell
Date: May 6, 2019
Re: **Reappointment to Events Committee**

ATTACHMENTS:

TYPE OF ACTION:

Information Only Discussion Action

Recommendation Motion: "I move to approve the Mayor's reappointment of Brandy Wade to the Events Committee for a term to expire 5/2023."

Discussion: Brandy Wade has been an active member of the Events Committee and would like to stay on and continue her service to the City.

Mayor Sherrell is recommending her reappointment.

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Agenda Item # 5B

To: City Council Members
From: Mayor Styron Sherrell
Date: May 6, 2019
Re: **Appointment to Park Board**

ATTACHMENTS:

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation Motion: "I move to approve the Mayor's appointment of Carol Davis to the Park Board for a term to expire 12/31/2022."

Discussion: Carol has lived in Milton for 13 years and has been in the green industry since 1986. Carol is interested in becoming involved with the Park Board to put her knowledge to work. She has attended two meetings and feels like the Park Board is a good fit for her to volunteer on. Carol will be filling the term for a position that has been vacant since 12/31/18.

Mayor Sherrell is recommending her appointment.

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PROCLAMATION
National Building Safety Month
May 2019

WHEREAS, our city is committed to recognizing our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

WHEREAS, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians-building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry-who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, play and;

WHEREAS; our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the nation; these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety-our local code officials-who assure us of safe, efficient and livable buildings that are essential to keep America great, and;

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Shanna Styron Sherrell, Mayor of the City of Milton, do here by proclaim the month of May 2019 as Building Safety Month.

Date this 6th day of May, 2019.

Mayor

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Regular Meeting
Monday, April 15, 2019
7:00 p.m.

CALL TO ORDER

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

ROLL CALL

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

Absent: Councilmember Tompkins

Motion (Morton/Johnson) to excuse Councilmember Tompkins **Passed 6/0**

STAFF PRESENT

Police Chief Hernandez, Finance Director Dunford, Public Works Operations Superintendent Sloan, Surface Water Compliance Inspector Carter, Senior Planner Brittany Port and City Clerk Trisha Summers

ADDITIONS/DELETIONS

None

CITIZEN PARTICIPATION

Speaker	Comments
Jack Chandler	Inquired about contractor being held responsible for potholes that have been fixed and are now sinking. Several intersections have communications boxes that are tagged with graffiti. Can the city do anything to cover up those boxes and make them more presentable? Inquired about the disposition of the Community Center.

Jim Gillespie	March of Diapers was a huge success. Thank you to Police Guild, Councilmembers Whalen, Johnson and Morton and the community of Milton for their help. 158,000 diapers were contributed.
Tom Boyle	Appreciates all Council and staff. Thank you to Planning Commission for his recent appointment and the progress in the city is exciting. Welcome to the two new police officers. Police presence on the weekends is noticeable. Thank you for extra patrol. The new street signs look great!
Richard Cosner	There has been an increase in traffic at Porter and Highway 99 backing up to 5 th and sometimes 7 th . Can a stop sign be placed around that area? Building the substation cannot wait, it must happen now. Can the city investigate subsidy program for those on fixed incomes?
Paula Gehrke	Read letter to the Council regarding user agreement for the Milton Activities Center.
Kevin Ringus	Milton has been enjoying its Electric utility rates for years and now it's time they are increased to make necessary improvements to maintain our lifestyle.
Rob Dufalo	Look at keeping control of the utility and be mindful of rates in the future.
Jacquelyn Whalen	Supports raising rates and stop kicking the can. Proud and grateful to own the Electric utility. Thank you to Mayor and Finance Director for finally taking this on and trying to move it forward.

APPOINTMENTS TO BOARDS AND COMMISSIONS

A. Reappointment to the Civil Service Commission

Mayor Styron Sherrell explained that Frances Hall was previously appointed to fill a position that was vacant for a few months and would now like to reappoint Frances for a full term.

Councilmembers thanked Frances for her commitment and are happy to have her for a full term.

MOTION (Whalen/Johnson) to approve the Mayor's reappointment of Frances Hall to the Civil Service Commission for a term to expire March 2025. **Passed 6/0**

B. Appointment to the Park Board

Mayor Styron Sherrell explained that Rob Dufalo has lived in Milton for over 20 years and has expressed a desire to serve on the Park Board. Mr. Dufalo has attended two park board meetings and would really like to dig in and help the city move forward.

Councilmembers expressed their thanks to Mr. Dufalo and welcomed him.

Motion (Morton/Johnson) to approve the Mayor's appointment of Rob Dufalo to the Park Board for a term to expire December 2023. **Passed 6/0**

CONSENT AGENDA

A. Check Approval Process

- a. Minutes Approval:
 - i. March 18, 2019 Regular Meeting Minutes
 - ii. April 8, 2019 Study Session
- b. Claims Approval:
 - i. Approval of the checks/vouchers/disbursements numbered 65024 to 65162 in the amount of \$579,251.25.
 - ii. Approval of the payroll disbursement of March 20, 2019 in the amount of \$186,266.25.
 - iii. Approval of the payroll disbursement of April 5, 2019 in the amount of \$204,117.58.

MOTION (Morton/Hutson) to approve the Consent Agenda. **Passed 6/0.**

REGULAR AGENDA

A. Shoreline Master Program Ordinance 1963-19

Explanation of this item was covered by Senior Planner, Brittany Port.

Brittany Port explained the Shoreline Master Program update changes in a PowerPoint presentation to council. A closed record public hearing was held as required by the MMC for legislative actions.

Council asked a few clarifying questions regarding cost of small cities to keep maintaining the plan updates and commented that the update looked good and thanked Ms. Port for her work on it.

MOTION (Ott/Johnson) "to approve Ordinance 1963-19, adopting the amended Shoreline Master Program and amendments to Milton Municipal Code 18.12 **Passed 6/0**

B. Hill Creek Annexation Resolution 19-1919

Senior Planner Brittany Port presented on this item. The annexation was originally brought to council last year, but it wasn't done correctly and now the process needs to be started over. The attached Resolution is to establish notice of intent and set a public hearing date.

Councilmembers asked clarifying questions about the process for annexation and that this is a win/win for the city.

MOTION (Ott/Whitaker) "to adopt the attached Resolution stating the Council's intent to annex to Milton the unincorporated area of King County known as Hill Creek and setting a Public Hearing date of May 6, 2019 as required under RCW 35A.14.295." **Passed 6/0.**

C. Decant Facility-Change Order #1

Stormwater Compliance Inspector Carter presented on this item. During permitting, Pierce County wanted a new sewer line to be installed due to proximity to well #10. The design is safe, but all involved would like to add the extra safety factor.

Council had questions regarding the original budget and why it hadn't been caught at the time of original design.

MOTION (Morton/Whalen) "to authorize the Mayor to sign Change Order #1 for the changes to the original design for construction of the Decant Facility." **Passed 6/0.**

MOTION to extend the Council meeting to 9:30pm (Johnson/Morton) **Passed 6/0**

D. Electric Utility Rate Increase Ordinance 1964-19 1st read

Finance Director Dunford presented Ordinance 1964-19 for its first read. The item has been previously brought to council on March 18th and April 8th, 2019.

Dunford explained that the increases to the Electric utility are necessary to fund the substation replacement and restore an adequate fund balance. The opt out fee for automatic meter reads was also reintroduced.

Councilmembers commented that the fees, while nobody likes to increase them, are understandable to move forward with a new substation. Councilmembers also expressed that they would be voting for what the citizens of Milton want to see happen, not themselves.

E. Budget Amendment Ordinance 1962-19

Finance Director Dunford presented this item. The proposed amendment updates the wage scale to remove the Municipal Services Administrator and replaces it with a City Engineer, brings the Public Works Director and Finance Director salary ranges to match that of the Police Chief salary range and corrects Police pay rates that are printed incorrectly on the wage scale.

Police have been being paid correctly but the rates didn't get carried over from the CBA to the wage scale correctly.

Councilmembers commented about supporting the changes and that they make sense. Council appreciated the corrections. Councilmember Ott expressed that he is not comfortable making the Public Works and Finance Directors the same pay scale as the Chief of Police.

MOTION (Morton/Whalen) "to adopt Ordinance 1962-19 amending the Monthly Wage Scale as outlined in Exhibits A, B and C." **Passed 5/1.**

F. Sound Cities Association

Mayor Styron Sherrell presented on this item. Council has discussed whether to continue membership in SCA, weighing its benefits. Mayor and Council are not able to attend meeting often but were informed that SCA is still able to help the city with its needs by keeping the professional policy analysts informed of such needs.

SCA was able to recently help Milton secure some funding for its trail system because of Mayor's conversation with SCA administration about those needs.

Council discussed that staying with SCA makes sense and they look forward to any representation that SCA can provide Milton.

COUNCIL REPORTS

Councilmember Whitaker

- Spaghetti feed at Dave's for funeral expenses of two local Safeway employees.
- Thank you to new volunteers, Frances Hall and Rob Dufalo.

Councilmember Morton

- Congrats to Frances and Rob!
- Way to go to Jim Gillespie on the diaper drive, 158,000 diapers is amazing
- Disappointed to see seniors are leaving the MAC

Councilmember Ott

- Congrats to Frances Hall and Rob Dufalo, there are top notch volunteers in Milton
- Spring Clean-up is around the corner
- Police Calls seem to be up at Safeway again

Councilmember Whalen

- Mechanical boxes are covered with appliques in other cities, may be something for Milton to investigate?
- The spaghetti feed at Davis is May 10th

Councilmember Johnson

- Glad to be back in USA! Was watching last council meeting from Mexico.
- Would like to see a Milton logo on the dais. Would be nice for those viewing from home.
- We could contact the high school for an art contest to do applique art to cover the mechanical boxes.
- There is quite a bit of graffiti coming into town.

Mayor Pro Tem Hutson

- Sad to see Milton Senior Society leave
- Army Ranges are in town on April 25th at Mill Ridge Village

DIRECTOR'S REPORTS

Police Chief Hernandez

- Car Wash was robbed recently
- Graffiti along Milton Way
- Vehicle prowling at 24-hour fitness
- Murder trial has started

- Christ Alexander is going to work in Lakewood
- Negotiations will start in the coming months
- Last week Sgt. Luckman participated in a PTA ice cream social as community outreach

Finance Director Dunford

- Nothing to report

MAYOR'S REPORT

- Surprised by the senior letter and has been transparent to them during the entire process of trying to reach an agreement.
- Lunch program will continue but repairs are needed in the MAC.
- Longhorn BBQ and Safeway Gas are coming to the city.
- Spring Clean-up/Shred event are next week.
- AWC Conference is approaching and if council wants to attend, please let me know.
- Event Committee bingo night is June 1st to raise money for Milton Days. Vendor and Sponsor forms are coming into the city.
- A peanut butter drive to help benefit IBEW is on for the month of April. Collection bin is at City Hall.
- The gift of property on 23rd that was offered to the city long ago has been rescinded. The family who currently owns the property is keeping it and selling it.
- Carson Trey Styron Foundation Annual dinner is May 11th at Emerald Downs from 2-9PM. Ticket cost is \$60.00.
- Permits have been dropped off at the city for the development of Lloyd's property.
- Permits have been dropped off for the School and Church developments also.

ADJOURNMENT

The meeting was adjourned at 9:30 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
May 6, 2019

Claim Vouchers:

Payroll Disbursements:

Dates	Check #	Amount	Date	Check #	Amount
4/15/2019	65163-65201	158,538.20	4/19/2019	65202-65204, ACH/EFT	180,849.50
4/16/2019	EFT	301,793.38	4/30/2019	EFT	26,454.60
4/26/2019	65205	50.00			
4/29/2019	65206-65230	29,032.28			
4/30/2019	ACH/EFT	47,303.40			

Total Accounts Payable: \$ 536,717.26 **Total Payroll:** \$ 207,304.10
 Voids - 65104
 Printer Error Checks - none

CHECK REGISTER

City Of Milton
MCAG #: 0590

04/10/2019 To: 04/30/2019

Time: 09:29:05 Date: 04/30/2019
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2270	04/16/2019	Claims	1	EFT	BONNEVILLE POWERADMINISTRATION	290,264.00	Monthly Power
					401 - 533 50 33 000 - BPA-Electricity for Resale	290,264.00	Monthly Power - Feb 2019
2271	04/16/2019	Claims	1	EFT	CHASE PAYMENTECH	8,557.40	Credit Card Processing
					406 - 531 10 41 000 - Professional Services	2,852.18	Credit Card Processing Fees
					401 - 533 10 41 000 - Professional Services	2,852.18	Credit Card Processing Fees
					403 - 534 10 41 000 - Professional Services	2,853.04	Credit Card Processing Fees
2272	04/16/2019	Claims	1	EFT	COLUMBIA BANK	520.31	Service Charges
					001 - 512 50 41 000 - Professional Services	29.31	Service Charges
					001 - 514 20 41 000 - Professional Services	197.80	Service Charges
					406 - 531 10 41 000 - Professional Services	58.64	Service Charges
					401 - 533 10 41 000 - Professional Services	117.28	Service Charges
					403 - 534 10 41 000 - Professional Services	117.28	Service Charges
2273	04/16/2019	Claims	1	EFT	MERCHANT CARD SVCS	158.38	Merchant Court Fees
					001 - 512 50 41 000 - Professional Services	158.38	Court Credit Card Fees
2231	04/15/2019	Claims	1	65163	REBECCA AMES	19.77	001818 - 2311 FIR CT
					406 - 343 10 00 000 - Storm Drainage Fees	-8.63	
					401 - 343 30 00 000 - Electric Sales	-2.44	
					403 - 343 40 10 000 - Water Sales	-8.70	
2232	04/15/2019	Claims	1	65164	BERRY SIGN SYSTEMS	730.84	Neon Sign Repair
					001 - 518 30 48 000 - Repairs & Maintenance	730.84	Neon Sign Repair
2233	04/15/2019	Claims	1	65165	BRECKENRIDGE PROPERTY FUND 2016 LLC	293.30	001510 - 1901 COMET CT
					406 - 343 10 00 000 - Storm Drainage Fees	-93.93	
					401 - 343 30 00 000 - Electric Sales	-43.63	
					403 - 343 40 10 000 - Water Sales	-155.74	
2234	04/15/2019	Claims	1	65166	BRIGHTVIEW LANDSCAPES, LLC	6,118.13	Monthly Grounds Maintenance
					101 - 542 30 41 000 - Professional Services	611.81	Grounds Maintenance Streets
					001 - 576 80 41 000 - Professional Services	5,506.32	Grounds Maintenance Parks
2235	04/15/2019	Claims	1	65167	BUENAVISTA SERVICES, INC.	825.00	Janitorial Services
					001 - 518 30 41 000 - Professional Services	425.50	Janitorial Services-Mar 2019
					107 - 521 20 41 000 - Professional Services	185.00	Janitorial Services-Mar 2019
					401 - 533 10 41 000 - Professional Services	214.50	Janitorial Services-Mar 2019
2236	04/15/2019	Claims	1	65168	CHUCKALS	196.65	Police Supplies; Police Supplies
					107 - 521 20 31 000 - Office and Operating Supplie:	60.25	Clipboard, Magnetic Hooks
					107 - 521 20 31 000 - Office and Operating Supplie:	136.40	Clipboard, Magnetic Hooks
2237	04/15/2019	Claims	1	65169	COBALT STORAGE	199.00	Archive Storage
					001 - 518 50 45 000 - Operating Leases	199.00	Archive Storage - May 2019
2238	04/15/2019	Claims	1	65170	COMCAST BUSINESS	1,527.21	Phone & Internet
					001 - 513 10 42 000 - Communication	76.36	Phone & Internet (PRI Trunk Interface)
					001 - 514 20 42 000 - Communication	76.36	Phone & Internet (PRI Trunk Interface)
					001 - 518 30 42 000 - Communication	38.18	Phone & Internet (PRI Trunk Interface)
					107 - 521 20 42 000 - Communication	229.08	Phone & Internet (PRI Trunk Interface)
					406 - 531 10 42 000 - Communication	152.72	Phone & Internet (PRI Trunk Interface)
					401 - 533 10 42 000 - Communications	355.08	Phone & Internet (PRI Trunk Interface)
					403 - 534 10 42 000 - Communication	370.35	Phone & Internet (PRI Trunk Interface)
					101 - 542 30 42 000 - Communication	76.36	Phone & Internet (PRI Trunk Interface)
					501 - 548 30 42 000 - Communications	38.18	Phone & Internet (PRI Trunk Interface)
					001 - 558 50 42 000 - Communications	38.18	Phone & Internet (PRI Trunk Interface)
					001 - 558 60 42 000 - Communication	38.18	Phone & Internet (PRI Trunk Interface)

CHECK REGISTER

City Of Milton
MCAG #: 0590

04/10/2019 To: 04/30/2019

Time: 09:29:05 Date: 04/30/2019
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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 576 80 42 000 - Communication			38.18	Phone & Internet (PRI Trunk Interface)
2239	04/15/2019	Claims	1	65171 COMMERCIAL ENTRY SYSTEMS, INC.	343.44	Exec Office Repair
		001 - 518 30 48 002 - Building Repair & Maint			343.44	Door Adjustment- Executive Office
2240	04/15/2019	Claims	1	65172 COPY WRIGHTS INC	331.84	Police Supplies
		107 - 521 50 49 003 - Misc/Outside Printing			331.84	Business Cards- Blank, Nitsche, Donovan, Hume, Johnson, Luckman
2241	04/15/2019	Claims	1	65173 DATA BAR INCORPORATED	349.72	Spring Clean Up 2019
		001 - 514 20 49 003 - Misc/Outside Printing			349.72	Spring Clean Up Printing
2242	04/15/2019	Claims	1	65174 EXCEL SUPPLY COMPANY	56.03	Police Material
		107 - 521 20 35 000 - Small Tools and Equipment			56.03	Police Vests
2243	04/15/2019	Claims	1	65175 GENERAL MECHANICAL INC	60,839.48	Pay Estimate #4
		407 - 594 31 63 097 - Decant Facility			60,839.48	Pay Estimate #4- Decant Facility
2244	04/15/2019	Claims	1	65176 KING COUNTY FINANCE	22.65	Property Tax Assessment
		001 - 553 60 51 000 - Noxious Weed Assessment			22.65	Property Tax Assessment
2245	04/15/2019	Claims	1	65177 KORUM AUTOMOTIVE GROUP	1,539.63	PD Vehicle Maintenance; PD Vehicle Maintenance; PD Vehicle Maintenance
		107 - 521 20 48 001 - Vehicle Repairs and Maintena			834.06	#021 60,000 Mile Service
		107 - 521 20 48 001 - Vehicle Repairs and Maintena			481.64	#542 30,000 Mile Service
		107 - 521 20 48 001 - Vehicle Repairs and Maintena			223.93	#125 15,000 Mile Service
2246	04/15/2019	Claims	1	65178 LENNAR HOMES	25.70	005032 - 2005 97TH AVE CT E LOT 7
		403 - 343 40 10 000 - Water Sales			-25.70	
2247	04/15/2019	Claims	1	65179 ERIK LOZOTT	450.42	001738 - 809 18TH AVE
		406 - 343 10 00 000 - Storm Drainage Fees			-144.25	
		401 - 343 30 00 000 - Electric Sales			-67.00	
		403 - 343 40 10 000 - Water Sales			-239.17	
2248	04/15/2019	Claims	1	65180 WILLIAM AND CANDICE MATHESON	96.40	001675 - 1204 13TH AVE
		406 - 343 10 00 000 - Storm Drainage Fees			-30.87	
		401 - 343 30 00 000 - Electric Sales			-14.34	
		403 - 343 40 10 000 - Water Sales			-51.19	
2249	04/15/2019	Claims	1	65181 DARROLL MORTON	115.49	004029 - 2205 88TH AVE E
		403 - 343 40 10 000 - Water Sales			-115.49	
2250	04/15/2019	Claims	1	65182 NAVIA BENEFIT SOLUTIONS	748.65	FSA Claims
		631 - 589 90 00 002 - Discovery Benefits			748.65	FSA Claims
2251	04/15/2019	Claims	1	65183 O'REILLY/FIRST CALL	129.13	PW Supplies; Vehicle Supply Return; PW Shop Supply
		406 - 531 30 31 000 - Operating Supplies			33.62	#49 Antifreeze
		401 - 533 50 31 000 - Operating Supplies			28.01	#49 Antifreeze
		403 - 534 50 31 000 - Office and Operating Supplie:			28.01	#49 Antifreeze
		101 - 542 30 31 000 - Office and Operating Supplie:			22.40	#49 Antifreeze
		501 - 548 30 31 000 - Office & Operating Supplies			32.83	Water Outlet, Air Freshener, Can/Gel
		501 - 548 30 31 000 - Office & Operating Supplies			-12.58	Dorman OE Solutions- Return
		501 - 548 30 31 000 - Office & Operating Supplies			12.59	Dorman OE Solutions
		501 - 548 30 31 000 - Office & Operating Supplies			-15.75	Water Outlet- Return
2252	04/15/2019	Claims	1	65184 PIERCE CO BUDGET & FINANCE	253.81	Crime Victims

CHECK REGISTER

City Of Milton
MCAG #: 0590

04/10/2019 To: 04/30/2019

Time: 09:29:05 Date: 04/30/2019
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 586 12 00 000 - Crime Victims Comp Fund			253.81	Crime Victims
2253	04/15/2019	Claims	1	65185	PIERCE COUNTY BUDGET & FINANCE	1,352.19	Property Tax Assessment
			001 - 553 60 51 000 - Noxious Weed Assessment			126.18	Property Tax Assessment
			001 - 554 90 51 000 - Storm Water Assessment			715.65	Property Tax Assessment
			001 - 554 90 52 000 - Conserv Dist Assessment			510.36	Property Tax Assessment
2254	04/15/2019	Claims	1	65186	PUBLIC SAFETY TESTING	125.00	Quarterly Subscription
			107 - 521 40 49 002 - Misc/Trng, Registrations			125.00	Subscription Fee Q1 2019
2255	04/15/2019	Claims	1	65187	CITY OF PUYALLUP	8,003.63	Jail Services; Jail Services
			107 - 523 60 51 000 - Intergov. Jail Services			23.63	Jail Services- Feb 2019 Medical Services
			107 - 523 60 51 000 - Intergov. Jail Services			7,980.00	Jail Services- Feb 2019
2256	04/15/2019	Claims	1	65188	WADE SARGENT	27.52	001996 - 2752 DIAMOND LP #D
			406 - 343 10 00 000 - Storm Drainage Fees			-2.90	
			401 - 343 30 00 000 - Electric Sales			-5.39	
			403 - 343 40 10 000 - Water Sales			-19.23	
2257	04/15/2019	Claims	1	65189	SCORE	4,320.00	Jail Services
			107 - 523 60 51 000 - Intergov. Jail Services			4,320.00	Jail Services- Feb 2019
2258	04/15/2019	Claims	1	65190	NANCY SHATTUCK	165.00	Court Services
			001 - 512 50 41 000 - Professional Services			165.00	DV Victim Advocacy
2259	04/15/2019	Claims	1	65191	SHRED-IT USA LLC	77.93	Shredding Services
			001 - 514 20 41 000 - Professional Services			25.72	Shredding Services Finance
			107 - 521 20 41 000 - Professional Services			52.21	Shredding Services Police
2260	04/15/2019	Claims	1	65192	SOLAR ART	386.85	Exec Office Material
			310 - 594 18 61 143 - City Hall Retrofit			386.85	Privacy Tint For Windows- Mayor's Office And Dustin's Office
2261	04/15/2019	Claims	1	65193	SOUTH SOUND 911	50,037.50	Quarterly Communications Services
			107 - 528 00 51 000 - Intergov't Svcs-Dispatch			50,037.50	911 Communication Services
2262	04/15/2019	Claims	1	65194	SYSTEMS FOR PUBLIC SAFETY, INC.	1,525.85	Vehicle Repair
			107 - 521 20 48 001 - Vehicle Repairs and Maintena			1,525.85	#668 Replacement Of Electrohydraulic Steering Pump
2263	04/15/2019	Claims	1	65195	TITUS-WILL FORD	137.33	Fleet Maintenance
			403 - 534 50 48 001 - Equipment Repair & Mainten			109.87	#40 Oil/ Filter Change
			101 - 542 30 48 001 - Equipment Repair & Maint			27.46	#40 Oil/ Filter Change
2264	04/15/2019	Claims	1	65196	TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY	30.00	Safekeeping Fees
			001 - 514 20 49 000 - Miscellaneous			30.00	Safekeeping Fees
2265	04/15/2019	Claims	1	65197	WA STATE TREASURER	16,787.83	Court Remittance & Bldg Code
			001 - 586 83 00 000 - Trama/Auto Theft/Brain Injur			1,522.76	Court Remittance
			001 - 586 88 00 000 - State General Fund 54 (PSEA			97.06	Court Remittance
			001 - 586 89 00 000 - Death Investigation Account			283.42	Court Remittance
			001 - 586 91 00 000 - State General Fund 40 (PSEA			7,670.53	Court Remittance
			001 - 586 92 00 000 - State General Fund 50 (PSEA			4,216.94	Court Remittance
			001 - 586 97 00 000 - JIS			2,801.25	Court Remittance
			001 - 586 99 00 000 - School Zone Safety			114.37	Court Remittance
			001 - 589 30 01 000 - Building Code Fee			81.50	Building Code Fees
2266	04/15/2019	Claims	1	65198	MARY JANE WEISER	4.83	003244 - 2412 94TH AVE E
			403 - 343 40 10 000 - Water Sales			-4.83	
2267	04/15/2019	Claims	1	65199	BILL WHITNEY	122.43	001119 - 912 90TH AVE

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			406 - 343 10 00 000		Storm Drainage Fees	-39.20	
			401 - 343 30 00 000		Electric Sales	-18.23	
			403 - 343 40 10 000		Water Sales	-65.00	
2268	04/15/2019	Claims	1	65200	SIDNEY WILDER	147.02	000034 - 2414 9TH AVE
			406 - 343 10 00 000		Storm Drainage Fees	-47.08	
			401 - 343 30 00 000		Electric Sales	-21.87	
			403 - 343 40 10 000		Water Sales	-78.07	
2269	04/15/2019	Claims	1	65201	WA MUNICIPAL CLERK'S ASSN WMCA	75.00	WMCA Membership
			001 - 513 10 49 001		Misc/Dues & Memberships	75.00	Membership- Summers
2431	04/26/2019	Claims	1	65205	KING COUNTY BOUNDARY REVIEW BOARD	50.00	Notice Of Intent Application Fee
			001 - 558 60 49 000		Miscellaneous	50.00	Application Fee- Hill Creek Annexation Packet
2463	04/29/2019	Claims	1	65206	AHBL, INC	2,220.00	Planning Services
			001 - 558 60 41 000		Professional Services	2,220.00	Hill Creek Annexation Planning Services
2464	04/29/2019	Claims	1	65207	ALTEC INDUSTRIES INC.	299.99	Electric Material
			401 - 533 50 31 000		Operating Supplies	299.99	#22 Hydraulic Connections
2465	04/29/2019	Claims	1	65208	ANIXTER INC	156.61	Electric Material
			401 - 533 50 31 000		Operating Supplies	156.61	Pole Caps
2466	04/29/2019	Claims	1	65209	ARNETT INDUSTRIES, LLC	187.41	Electric Services
			401 - 533 50 41 000		Professional Services	187.41	Glove Testing
2467	04/29/2019	Claims	1	65210	BANK OF AMERICAN	339.03	001584 - 604 15TH AVE
			406 - 343 10 00 000		Storm Drainage Fees	-115.48	Refund Of Overpayment By Bank
			401 - 343 30 00 000		Electric Sales	-52.17	Refund Of Overpayment By Bank
			403 - 343 40 10 000		Water Sales	-186.38	Refund Of Overpayment By Bank
			401 - 369 91 00 401		Misc Revenue	15.00	Refund Of Overpayment By Bank
2468	04/29/2019	Claims	1	65211	CDW GOVERNMENT, INC.	775.62	Annual Subscription
			503 - 518 80 49 004		Software Licenses/Subscriptic	775.62	Software Subscription- Watchguard
2469	04/29/2019	Claims	1	65212	CHUCKALS	75.04	Office Supplies
			107 - 521 20 31 000		Office and Operating Supplie:	75.04	Clipboard, Freshener
2470	04/29/2019	Claims	1	65213	CRISIS INTERVENTION TEAM CIT INTERNATIONAL, INC-	400.00	Police Training
			107 - 521 40 49 002		Misc/Trng, Registrations	400.00	Crisis Intervention Training- Takiguchi
2471	04/29/2019	Claims	1	65214	DATA BAR INCORPORATED	3,251.67	Print & Mail
			406 - 531 10 49 003		Misc/Outside Printing	650.33	Utility Billing Print & Mail
			401 - 533 10 49 003		Misc/Outside Printing	1,300.67	Utility Billing Print & Mail
			403 - 534 10 49 003		Misc/Outside Printing	1,300.67	Utility Billing Print & Mail
2472	04/29/2019	Claims	1	65215	DATEC, INC.	370.71	Police Material
			107 - 521 20 35 002		Equip Purchase - WASPC	370.71	Printer, Power Adapter
2473	04/29/2019	Claims	1	65216	DELL MARKETING L.P.	2,926.55	Computers
			001 - 513 10 36 000		Small Assets/IT	975.52	Computer - Exec Office
			107 - 521 20 36 000		Small Assets/IT	975.51	Computer - Police
			401 - 533 50 36 000		Small Assets/IT	468.25	Computer - Duncan
			403 - 534 50 36 000		Small Assets/IT	507.27	Computer - Duncan
2474	04/29/2019	Claims	1	65217	WA STATE DEPT OF RETIREMENT SYSTEMS	25.00	OASI- 2018 Tax Year
			001 - 517 60 49 001		Misc Exp - Dues & Membersl	25.00	Old Age & Survivor's Insurance

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2475	04/29/2019	Claims	1	65218	EAST PIERCE FIRE & RESCUE DISTRICT #22	326.06	City Utilities
					001 - 518 30 47 000 - Public Utility Service	16.30	Electric, Water & Sewer
					107 - 521 20 47 000 - Utilities	65.21	Electric, Water & Sewer
					406 - 531 30 47 000 - Public Utility Services	65.21	Electric, Water & Sewer
					401 - 533 50 47 000 - Public Utility Services	65.21	Electric, Water & Sewer
					403 - 534 50 47 000 - Public Utility Services	65.21	Electric, Water & Sewer
					001 - 558 50 47 000 - Public Utility Services	16.30	Electric, Water & Sewer
					001 - 558 60 47 000 - Public Utilities	16.30	Electric, Water & Sewer
					001 - 576 80 47 000 - Public Utility Service	16.32	Electric, Water & Sewer
2476	04/29/2019	Claims	1	65219	FIFE RECOVERY SERVICE	313.22	Towing
					107 - 521 20 41 000 - Professional Services	313.22	Impounded Vehicle
2477	04/29/2019	Claims	1	65220	FIRE KING OF SEATTLE INC.	52.15	Storm Supplies; Inspection Fire Extinguishers
					406 - 531 30 31 000 - Operating Supplies	38.41	Ear Plugs Corded
					406 - 531 30 48 001 - Vehicle Repair & Maint	4.58	Inspection Fire Extinguishers
					401 - 533 50 48 000 - Repairs and Maintenance	4.58	Inspection Fire Extinguishers
					403 - 534 50 48 001 - Equipment Repair & Mainten	4.58	Inspection Fire Extinguishers
2478	04/29/2019	Claims	1	65221	GRAY & OSBORNE INC	4,869.97	Engineering Services; Engineering Services
					407 - 594 31 63 097 - Decant Facility	633.86	Engineering Services- March 2019
					404 - 594 34 63 137 - Alder Street/26th Ave Waterm	4,236.11	Engineering Services- March 2019
2479	04/29/2019	Claims	1	65222	ICMARC	250.00	Quarterly Plan Fee
					401 - 533 10 41 000 - Professional Services	250.00	2nd Quarter 2019 Plan Fee
2480	04/29/2019	Claims	1	65223	INTERNATIONAL INSTITUTE OF MUNICIPAL CLE	170.00	Annual Membership
					001 - 513 10 49 001 - Misc/Dues & Memberships	170.00	Annual Membership
2481	04/29/2019	Claims	1	65224	J&K ASSOCIATES	4,948.22	Fleet Purchase
					101 - 594 30 64 000 - Capital Expenditures/Expense	4,948.22	Purchase Of De Icer Equipment
2482	04/29/2019	Claims	1	65225	JET CHEVROLET INC.	929.78	Fleet Material; Fleet Repair
					406 - 531 30 48 001 - Vehicle Repair & Maint	289.13	#20 Replace Ignition Coll, Repair Coolant Leaks
					401 - 533 50 48 001 - Vehicle R&M	289.14	#20 Replace Ignition Coll, Repair Coolant Leaks
					403 - 534 50 48 001 - Equipment Repair & Mainten	289.14	#20 Replace Ignition Coll, Repair Coolant Leaks
					101 - 542 30 31 000 - Office and Operating Supplie:	62.37	Steering Column Springs
2483	04/29/2019	Claims	1	65226	KIMBALL MIDWEST	1,268.93	Shop Supplies; Shop Supplies; Shop Supplies
					401 - 533 50 31 000 - Operating Supplies	252.82	Quick Disconnect For Air Compressors
					403 - 534 50 31 000 - Office and Operating Supplie:	126.41	Quick Disconnect For Air Compressors
					101 - 542 30 31 000 - Office and Operating Supplie:	126.41	Quick Disconnect For Air Compressors
					501 - 548 30 31 000 - Office & Operating Supplies	763.29	Paint, Grease, Nuts, Screws
2484	04/29/2019	Claims	1	65227	KORUM AUTOMOTIVE GROUP	2,442.69	Vehicle Repair
					107 - 521 20 48 001 - Vehicle Repairs and Maintena	2,442.69	#140 Alignment, Rotors Resurfaced, Brakes, New Mounts & Struts
2485	04/29/2019	Claims	1	65228	KPG INC.	2,173.30	Engineering Services
					407 - 594 31 63 112 - Taylor St Pipe Installation	2,173.30	Engineering Services
2486	04/29/2019	Claims	1	65229	SHAUN MILLER	42.32	AFLAC Refund
					001 - 589 90 00 999 - Payroll Clearing	42.32	AFLAC Refund Due From Final Check

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2487	04/29/2019	Claims	1	65230	STANDARD PARTS CORPORATION (NAPA)	218.01	Fleet Material Credit; Fleet Material
					406 - 531 30 31 000 - Operating Supplies	11.16	#42 Distributor Cap, Rotor, Spark Plugs & Wires
					403 - 534 50 31 000 - Office and Operating Supplie:	44.64	#42 Distributor Cap, Rotor, Spark Plugs & Wires
					101 - 542 30 31 000 - Office and Operating Supplie:	55.80	#42 Distributor Cap, Rotor, Spark Plugs & Wires
					501 - 548 30 31 000 - Office & Operating Supplies	-13.07	#16 Water Outlet
					501 - 548 30 31 000 - Office & Operating Supplies	119.48	#42 Distributor Cap, Rotor, Spark Plugs & Wires
2274	04/16/2019	Claims	3	EFT	PIERCE COUNTY SEWER	273.18	Sewer
					001 - 518 30 47 000 - Public Utility Service	34.20	Sewer
					107 - 521 20 47 000 - Utilities	57.66	Sewer
					401 - 533 50 47 000 - Public Utility Services	46.23	Sewer
					001 - 575 50 47 000 - Public Utilities Services - CB	20.70	Sewer
					001 - 575 50 47 000 - Public Utilities Services - CB	57.65	Sewer
					001 - 576 80 47 000 - Public Utility Service	56.74	Sewer
2275	04/16/2019	Claims	3	EFT	PITNEY BOWES INC.	485.00	Postage
					001 - 513 10 42 000 - Communication	47.38	Postage
					001 - 514 20 42 000 - Communication	46.32	Postage
					107 - 521 20 42 000 - Communication	9.36	Postage
					406 - 531 10 42 000 - Communication	89.55	Postage
					401 - 533 10 42 000 - Communications	134.09	Postage
					403 - 534 10 42 000 - Communication	134.09	Postage
					001 - 558 60 42 000 - Communication	24.21	Postage
2276	04/16/2019	Claims	3	EFT	PUGET SOUND ENERGY	180.10	Electric
					403 - 534 51 47 001 - Public Utility Services	180.10	Electric 2mg Booster Power
2277	04/16/2019	Claims	3	EFT	PUGET SOUND ENERGY	343.83	Natural Gas
					107 - 521 20 47 000 - Utilities	103.15	Police Natural Gas
					001 - 575 50 47 002 - Public Utilities Services - AC	240.68	MAC Natural Gas
2278	04/16/2019	Claims	3	EFT	XPRESS BILL PAY ACCOUNTS PAYABLE	1,011.18	Online Web Payments
					406 - 531 10 41 000 - Professional Services	333.69	Online Web Payment Services Fee
					401 - 533 10 41 000 - Professional Services	343.80	Online Web Payment Services Fee
					403 - 534 10 41 000 - Professional Services	333.69	Online Web Payment Services Fee
2445	04/30/2019	Claims	3	EFT	SANDRA LYNN ALLEN	4,500.00	Judge Services
					001 - 512 50 41 000 - Professional Services	4,500.00	Monthly Judge Services
2446	04/30/2019	Claims	3	EFT	GLEN BAKER	121.80	Reimbursement
					403 - 534 50 43 000 - Travel	121.80	WOW Conference Mileage - Baker
2447	04/30/2019	Claims	3	EFT	CIT TECHNOLOGY (QDS)	1,422.64	Copier Lease
					001 - 513 10 45 000 - Operating Rentals and Leases	248.96	Copier Lease
					001 - 514 20 45 000 - Operating Rentals and Leases	35.57	Copier Lease
					001 - 518 30 45 000 - Operating Rentals and Leases	7.11	Copier Lease
					107 - 521 20 45 000 - Operating Rentals and Leases	373.44	Copier Lease
					406 - 531 10 45 000 - Operating Rentals and Leases	151.51	Copier Lease
					401 - 533 10 45 000 - Operating Rentals and Leases	268.88	Copier Lease
					403 - 534 10 45 000 - Operating Rentals and Leases	261.77	Copier Lease
					101 - 542 30 45 000 - Operating Rentals and Leases	14.94	Copier Lease
					501 - 548 30 45 000 - Operating Rentals & Leases	17.78	Copier Lease
					001 - 558 50 45 000 - Operating Rentals and Leases	17.78	Copier Lease
					001 - 558 60 45 000 - Operating Rentals and Leases	17.78	Copier Lease
					001 - 576 80 45 000 - Operating Rentals and Leases	7.12	Copier Lease

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2448	04/30/2019	Claims	3	EFT	OGDEN MURPHY WALLACE	4,060.00	Legal Services
					001 - 515 30 41 000 - City Attorney	4,060.00	Legal Services - March 2019
2449	04/30/2019	Claims	3	EFT	SHELL FLEET PLUS	4,793.01	Fuel
					107 - 521 20 32 000 - Fuel	2,961.13	Fuel
					406 - 531 30 32 000 - Fuel	198.41	Fuel
					401 - 533 50 32 000 - Fuel	691.68	Fuel
					403 - 534 50 32 000 - Fuel	550.67	Fuel
					403 - 534 51 32 000 - Fuel	118.36	Fuel
					101 - 542 30 32 000 - Operating Supplies/Fuel	208.01	Fuel
					001 - 576 80 32 000 - Fuel	64.75	Fuel
2450	04/30/2019	Claims	3	EFT	US BANK ACCOUNTABILITIES	132.85	Copier Lease
					001 - 513 10 45 000 - Operating Rentals and Leases	132.85	Copier Lease - Executive Office
2452	04/30/2019	Claims	3	EFT	WA DEPT OF REVENUE	32,273.10	Excise Tax
					107 - 521 20 35 000 - Small Tools and Equipment	76.57	Tax Owed - Traffic Cones For Less
					406 - 531 10 44 002 - Excise Tax	1,414.92	Excise Tax - Stormwater
					401 - 533 10 44 002 - Elect Excise Tax	20,696.85	Excise Tax - Electric
					401 - 533 50 31 000 - Operating Supplies	40.54	Tax Owed - Hoffman Boots
					403 - 534 10 44 002 - Water Excise Tax	9,970.56	Excise Tax - Water
					501 - 548 30 35 000 - Small Tools & Equipment	56.38	Tax Owed - Tarco Industries Inc.
					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	3.93	Sales Tax Collected
					001 General Fund	40,143.09	
					101 Street Fund	6,153.78	
					107 Criminal Justice Fund	74,826.11	
					310 Capital Improvement Fund	386.85	
					401 Electric Utility Operations Fund	319,537.87	
					403 Water Utility Operations Fund	18,437.01	
					404 Water Capital Improvement Fund	4,236.11	
					406 Stormwater Operations Fund	6,826.40	
					407 Stormwater Capital Fund	63,646.64	
					501 Vehicle Repair & Maintenance Fund	999.13	
					503 Information Technology	775.62	
					631 Trust / Suspense Funds	748.65	
						Claims:	536,717.26
					* Transaction Has Mixed Revenue And Expense Accounts	536,717.26	

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: _____

Payroll Disbursements

001 General Fund	44,545.91	
101 Street Fund	2,190.09	
107 Criminal Justice Fund	92,583.19	
310 Capital Improvement Fund	490.09	
401 Electric Utility Operations Fund	22,003.85	
403 Water Utility Operations Fund	22,248.95	
404 Water Capital Improvement Fund	4,695.43	
406 Stormwater Operations Fund	13,946.21	
501 Vehicle Repair & Maintenance Fund	4,600.38	
	<hr/>	
	207,304.10 Payroll:	207,304.10

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

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

Locke Systems Inc. Client Service Agreement

I. Customer Service Mission Statement:

The most valuable assets that Locke Systems can acquire are your trust and your satisfaction. We are committed to helping your business succeed and will go out of our way to accommodate your needs wherever we can. The items outlined in this document will help you to better understand the terms and conditions that have been set forth to protect all parties involved and to help facilitate a better service offering to all of our clients.

II. Service Plan:

Customer City of Milton has signed up for or renewed Service Plan type: **PRIORITY**, which include the services/configuration outlined in section III. Services listed in section IV (Non-Covered Items) will be negotiated separately under per-hour or fixed-bid fees. Contract Term is 1 year after which it becomes month-to-month. Based on Pricing Worksheet provided to customer, monthly price will be \$4,500 per month plus sales tax. Monthly costs may change if more servers/computers or other services are added. The first month, a setup fee equal to the monthly amount will also apply, so first invoice amount will be \$4,945.50 (includes sales tax for Milton 9.9%).

III. Covered Items and Services based on Current Plan and Configuration:

Coverage Start date	Jan 2019
Number of Servers (qty)	~16
Exchange/Email Services	hosted O365
SQL/Database application servers	Yes
Computers – Desktop and Notebook (qty)	~65
Number of Stores or Locations (onsite support)	1 site
Remote Labor Hours to maintain servers, network, and computer infrastructure. Maintenance includes service, repair, and upgrade of existing equipment and infrastructure	Unlimited
Onsite Labor Hours to maintain servers, network, and computer infrastructure. Maintenance includes service, repair, and upgrade of existing equipment and infrastructure	Unlimited
Remote and/or Onsite Labor Hours for new Projects and Non-Maintenance work including major upgrades, additions, and other Projects	Unlimited
New Software and Hardware expenses	Not included
Service Priority Response Level	Priority
Service Priority for Urgent issues	Priority
After-Hours Incident Fees for emergency support (only to be used for urgent issues that cannot wait until morning)	Included
Reporting and Status Updates on Tickets	Priority
Complete Network Inspection/Review and Audit	Annual
Network Security Audit included	Yes
Dedicated Pre-Scheduled onsite technician days	Weekly
Asset Management – (hardware and software) including hardware inventories, software license management, and tracking vendor renewals (domain and software renewals, etc)	Included

IV. Non-Covered Items (billed separately from Service Contract):

Some types of services are available but are not included in the scope of a Maintenance Contract and will be negotiated separately. Additionally, some large Projects are typically covered under the 1st year of the contract (to get network “Up to Par”) but future upgrades and Projects may not be considered “maintenance”. Listed below are examples of services that will not fall under the scope of this contract unless otherwise noted

Premise data or phone cabling	Billed separately – request quote
Website or Database Design/Dev	Billed separately – request quote
Distributed wireless or security camera systems	Billed separately – request quote
Printer or Copier physical component svc/repair	Billed separately – request quote
Organized User Training/Classes	Billed separately – request quote
Phone Systems Troubleshooting or Administration	Billed separately – request quote

V. Definitions of “Priority Service” and “Urgent Issue”:

As used in this Agreement, Priority Service includes the following:

- **Guaranteed Same-Day Support for any issue classified as Urgent or above;**
- **Priority Queuing of support calls (Customer’s calls are placed above “Normal” support calls from other customers**
- **One-hour maximum response time for Urgent issues**
- **Daily Ticket Report**
- **Scheduled weekly onsite days**

An Urgent issue is defined as a critical network or systems outage or other issue causing or threatening a halt in all productivity. It also applies to issues impeding a critical service where deadlines may apply such as payroll on a payday.

VI. Terms of Payment:

All Service Plan charges are billed monthly by credit card or paid quarterly upon invoice. If customer wishes to pay monthly by check, check must be received within 30 days or credit card on file will be billed automatically by the end of 30 days. Invoices will include both charges for Service Plan plus any additional monthly charges for other services (hardware, software, hosted services, non-covered labor, etc.). All hardware and software (equipment) over \$500 must be paid in advance. If an account becomes outstanding, balances will be required to be made current before additional work is performed.

VII. Warranties:

Standard computer hardware items such as hard drives and other computer parts purchased through Locke Systems will be warrantied for one year, unless otherwise stated. Locke Systems does not warranty non-stocked hardware and equipment such as servers, printers, and routers, but will assist in processing manufacturer warranties. Unless otherwise stated, hardware or equipment must be returned within 30 days of delivery, in order to be able to obtain refunds from the manufacturer.

VIII. Limitation of Liability:

a.) Locke Systems guarantees its workmanship to client satisfaction but the ultimate responsibility of data backup is placed upon the client. Consultants will always attempt to ensure that critical data is backed up sufficiently before performing work on systems, but cannot be held responsible for data loss ultimately due to software and hardware

malfunctions.

b.) Locke Systems cannot be held responsible for service outages or project failures due to third-party configuration changes or other actions. For example, if Locke Systems installs a VPN solution and the client's ISP changes its policies regarding VPN traffic across its network, Locke Systems will not absorb the costs of the work performed on the project. Locke Systems can, however, assist the client in finding a working solution by changing Internet Service Providers or doing whatever is necessary and within our means to facilitate. Such services may incur additional costs.

IX. Customer Privacy:

- a.) Locke Systems maintains a strict policy of confidentiality concerning client data, business methods, and client relationships. It is against policy for consultants to discuss information about other clients unless permission is explicitly obtained from the client. Such will be the case if you are ever invited to visit a client site to preview a technology solution or installed equipment.
- b.) To limit liabilities of all parties involved, Locke Systems maintains a strict policy of what kinds of customer information might be stored. All information is considered Customer Property and is securely deleted or destroyed if the working relationship is terminated or if the customer requests so for any other reason. The following are types of information that we will or will not store:
 - a.W What we will store:
 - i. Administrative passwords and other password information that will enable us to administer, maintain, and repair your network and systems
 - ii. Documentation on routines, policies; instructions on gaining access via alarm codes, security logins, etc. if given to us to enable us to work after-hours
 - iii. Software vendor logins, passwords, serial numbers, and other information that will enable us to maintain and service systems
 - iv. User account and passwords are sometimes stored depending on preferences of client, and may also include or be directly tied to email accounts
 - b.W hat we will not store or keep:
 - i. It is our policy to not keep or record logins and passwords to customer financial databases, accounting systems, or data. We also will not take that data off of the customer site except for rare circumstances when permission is obtained from the customer in cases such as hard drive recoveries or repairs of systems housing data
 - ii. We do not under any circumstances store or record your customer credit card numbers, bank account or financial information, social security numbers, or other personally identifiable data
 - iii. We do not save, store, share, or utilize customer contacts or customer databases or contact lists
- c.) Knowledge of customer business practices, trade secrets, operating procedures, or future plans/goals is considered Customer Intellectual Properties and is not recorded or shared with any other parties.

X. Agreement to not recruit:

During the term of this agreement, Customer is prohibited from recruiting Locke Systems technicians into technology-related employment positions or soliciting them to directly perform consulting work on contract or in any arrangement for their company outside of their role as an employee of Locke Systems Inc.

XI.: Termination of Contract:

Either party will terminate contract by providing 10 days' notice in either writing or email after which any services rendered will be performed at an out-of-contract billed by the hour basis. Minimum contract term for Unlimited Hours type contracts is 12 months after which contract automatically converts to month-to-month.

: Planned Cost Increases:

Unless otherwise indicated in this Agreement, or in an attached Schedule, contracted recurring fees for IT services will increase 3% after each year of service.

XII. : Developed Work and Intellectual Property Rights

Locke Systems Inc. may develop and/or utilize scripts, customized installer packages, 3rd-party management platforms, or custom-developed software to deploy, manage, and administer settings and software across the network and systems. Locke Systems retains ownership and intellectual rights to any developed or hosted items. Vendors retain ownership and intellectual rights to subscription-based tools. As such, upon termination of contract some services may be affected when such products are removed or as vendor subscriptions expire or are deactivated.

XIII. : Additional Notes/Arrangements:

(None)

I hereby certify that I have both read and agree to the terms set forth in this Service Agreement:

CITY OF MILTON

Approved:

By _____ Signature: _____ Date: _____
 Shanna Styron Sherrell, Mayor
 City of Milton

By _____ Signature: _____ Date: _____
 City of Clerk

By Daniel Kenny Signature: Daniel Kenny Date: 4-11-19
 City of Attorney
 (as to form)

Locke Systems Rep: Den Locke Signature: _____ Date: 1/3/19



To: Mayor Styron Sherrell and City Council Members
From: Brittany Port, Contract Senior Planner
Date: May 6, 2019
Re: **Hill Creek Development Annexation Public Hearing and First Read of Ordinance**

ATTACHMENTS: 1. Hill Creek Annexation Ordinance

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: Staff recommend the City Council hold a public hearing prior to adoption of the proposed Hill Creek Annexation. This is also required by State law. Staff Recommend the City Council then conduct a first read of the Ordinance 1965-19, annexing the portion of real property legally described in Exhibit A of said ordinance, requiring it to be assessed and taxed at the same rate and basis as other properties located in the City of Milton, establishing its zoning as Residential Single-Family (RS), and establishing the effective date of annexation.

Issue: The City received a Petition for Annexation and brought it to Council at the March 5, 2018 Regular Meeting. City staff reviewed the petition and presented Council with a recommendation to move forward with annexation through the Island Territory method under RCW 35A.14.295. The estimated effects and financial impacts of annexation were presented to the Council at its April 16, 2018 Regular Meeting. The City Council then passed Resolution 18-1903 at its April 16, 2018 Regular Meeting stating its intent to annex the unincorporated area of King County known as Hill Creek. The City was unable to complete the process and is reinitiating the annexation process for this area which requires a new resolution which was passed at the Council's April 16, 2019 Regular Meeting. The Notice of Intent package was transmitted to the King County Boundary Review Board on April 17, 2019. The King County Boundary Review Board has set a regular meeting date of May 9, 2019 to review the proposed annexation. Following their meeting, a decision will be rendered within 45 days (by June 18, 2019).

Discussion: The timeline of the potential annexation process is as follows:

- 1) Notice of intent to annex submitted to the King County Boundary Review Board on April 17, 2019
- 2) Public Hearing held May 6, 2019
- 3) First reading of proposed Ordinance May 6, 2019
- 4) King County Boundary Review Board Meeting May 9, 2019, decision rendered within 45 days
- 5) Second reading and adoption of the proposed Ordinance May 20, 2019
- 6) If the Ordinance is approved by the Council, then written notice is provided to property owners within the annexation area
- 7) If a sufficient Referendum Petition is received, then the issues of the potential annexation would be placed on the ballot of the next general election, if one is to be held

within 90 days, or at a special election called not less than 45 days nor more than 90 days after the filing of the Referendum Petition. The issue would then be decided by a simple majority vote

- 8) If clearance is received by the King County Boundary Review Board and if no sufficient referendum petition is filed within 45 days from the passage of the annexation Ordinance, then the annexation will be effective on the date fixed in the Ordinance, which will be July 29, 2019 to meet the August 1st deadline for 2020 property taxes.

ORDINANCE NO. 1965-19

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, ANNEXING CERTAIN REAL PROPERTY KNOWN AS HILL CREEK TO THE CITY, REQUIRING THE ANNEXED PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND BASIS AS OTHER PROPERTY WITHIN THE CITY, ESTABLISHING ITS ZONING AS RESIDENTIAL SINGLE-FAMILY (RS) AND PROVIDING FOR SEVERABILITY AND SETTING THE EFFECTIVE DATE.

WHEREAS, the Washington State Growth Management Act (“the Act”), codified as RCW 36.70A, requires counties planning under the Act to designate urban growth areas, “within which urban growth shall be encouraged and outside of which can occur only if it is not urban in nature”; and

WHEREAS, the Act at RCW 36.70A.110(4) states that within such urban growth areas, “In general, cities are the units of local government most appropriate to provide urban governmental services”; and

WHEREAS, the Act at RCW 36.70A.110(7) states, “An urban growth area designated in accordance with this section may include within its boundaries urban service areas or potential annexation areas designated for specific cities or towns within the county”; and

WHEREAS, Pierce County and King County have collaborated with their municipalities to designate potential annexation areas for specific cities and towns within the respective counties; and

WHEREAS, within King County such designated potential annexation areas are termed Municipal Urban Growth Areas (MUGAs) and are formally adopted in the King County Countywide Planning Policies (CPPs); and

WHEREAS, within King County such designated potential annexation areas are termed Potential Annexation Areas (PAAs) and are formally adopted in the King County CPPs; and

WHEREAS, a portion of the City of Milton is in Pierce County, and a portion is in King County; and

WHEREAS, adjacent to the Milton city limits within King County exists unincorporated territory which has been designated in the King County CPPs as the Milton MUGA; and

WHEREAS, adjacent to the Milton city limits within King County exists unincorporated territory which has been designated in the King County CPPs as the Milton PAA; and

WHEREAS, the Milton MUGA and PAA are depicted for illustration purposes on Exhibit A attached hereto; and

WHEREAS, citizens from the Milton MUGA within King County and the Milton PAA within King County have on numerous occasions approached the City Council and city staff seeking to annex to Milton in order to receive municipal services provided by the City; and

WHEREAS, the City Council in its March 5, 2018 Regular Meeting, authorized a comprehensive and deliberate process to explore the potential annexation of portions of all of the Milton MUGA and the Milton PAA, which has resulted in the estimated effects and financial impacts of annexation statement presented to the Council at its April 16, 2018 Regular Meeting; and

WHEREAS, the City Council on March 5, 2018, April 16, 2018 and April 15, 2019 reviewed the data presented, and determined that the interests of the citizens of the City of Milton, the Milton MUGA and the Milton PAA would be served by annexation; and

WHEREAS, the City Council passed Resolution 19-1919 on April 15, 2019 stating its intent to annex the unincorporated King County territory known as Hill Creek; and

WHEREAS, the City properly filed a Notice of Intent and related documents with the Pierce County Boundary Review Board on April 17, 2019; and

WHEREAS, the Boundary Review Board reviewed the application at an administrative meeting on May 9, 2019 starting the 45 day review period which will conclude on June 18, 2019 prior to this ordinance's effective date; and

WHEREAS, pursuant to RCW 35A.14.130, the City held public hearing on May 6, 2019, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation in the City and the proposed annexation area, and through posting of a hearing notice in three public places within the territory proposed for annexation, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, Hill Creek is surrounded by the City of Milton on 82.3 percent of its boundaries; and

WHEREAS, RCW 35A.14.295, 35A.14.297, and 35A.14.299 establish a process by which legislative bodies of code cities such as Milton may by Resolution and subsequent Ordinance annex unincorporated territory containing less than 175 acres of residential property and having at least 80 percent of the boundaries of such territory contiguous to the code city; and

WHEREAS, the City Council has determined that the above-described process is the most appropriate mechanism under state law to annex the smaller part of the MUGA, which part is also known as Hill Creek;

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

Section 1. The unincorporated King County territory known as Hill Creek, contiguous to the City of Milton and legally described in Exhibit “A” attached to and incorporated herein by this reference, is hereby annexed to and made part of the City of Milton, King County, Washington.

Section 2. All property within the territory annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City of Milton, including assessments or taxes in payment of all or any portion of the outstanding indebtedness of the City contracted for, incurred prior to, or existing on, the date of annexation.

Section 3. The All property within the territory annexed is hereby zoned Residential Multi-Family (RM).

Section 4. The City Clerk is hereby directed to file a certified copy of this Ordinance with the King County Council. The Clerk is further directed to file a certificate of annexation with the State Office of Financial Management as directed by RCW 35A.14.700.

Section 5. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 6. Effective Date. This Ordinance shall be effective July 29, 2019, which is at least 45 days from and after its passage, approval and publication as provided by law. A summary of this Ordinance may be published in lieu of publishing it in its entirety. This Ordinance shall be subject to Referendum for 45 days after the passage of this Ordinance. If a referendum is filed, the effective date of this ordinance shall not take hold until such referendum is resolved. If no timely and sufficient referendum petition has been filed, Hill Creek shall become a part of the City of Milton at the effective date .

PASSED by the Milton City Council the ___ day of _____, 2019, and approved by the Mayor, the ___ day of _____, 2019.

SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

TRISHA SUMMERS, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO: 1965-19

EXHIBIT A – LEGAL DESCRIPTION

HILL CREEK ANNEXATION AREA ANNEXATION TO THE CITY OF MILTON LEGAL DESCRIPTION

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

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

Lot 15, Block 23 of Curtis' Addition to East Tacoma as recorded in Volume 4, at Page 45 in Section 33, T21N, R4E, WM, in King County Washington, together with;

Lots 13, 14 and 15 of Block 24 of Curtis' Addition to East Tacoma as recorded in Volume 4, at Page 45 in Section 33, T21N, R4E, WM, in King County Washington, together with;

The roads and alley rights of way of Curtis' Addition to East Tacoma , as recorded in Volume 4 of plats at page 45, records of King County Washington, being described as follows:

That portion of the alley lying between Blocks 21 and 22, of said plat lying northerly of the projected south line of Lot 11 of said Block 22,

That portion of Ohio Avenue lying between Blocks 22 and 23 of said plat lying northerly of the projected south line of Lot 9 of said Block 23,

That portion of the alley lying between Blocks 23 and 24, of said plat lying northerly of the projected south line of Lot 9 of said Block 24, together with the easterly half of the alley lying adjacent to the west line of Lot 8 of said Block 24, and

That portion of Montana Street lying easterly of the west line of Block 21 of said plat and westerly of the east line of Block 24 of said plat; together with;

That portion of South 380th Street as dedicated as public right of way on the plat of Kingsgrove, recorded in Volume 118 of Plats at pages 55-61, records of King County, Washington.

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Agenda Item # 9B

To: Mayor Styron Sherrell and City Council Members
From: Dustin Sloan, Public Works Superintendent
Date: May 6, 2019
Re: Line Clearance Tree Trimming - (Project #142)

ATTACHMENTS: Asplundh Quotation

TYPE OF ACTION:

Information Only Discussion Action

Recommendation/Action: “I move to authorize the Mayor to sign the contract with Asplundh Tree Expert, LLC., to perform tree trimming activities for the City of Milton.”

Fiscal Impact/Source of Funds: This expenditure was included in the 2019 adopted Budget from the Electric Department and designated as a \$100,000 capital project.

Issue: Electric powerline tree trimming standards have been developed in accordance with national standards to ensure that high voltage power lines have adequate clearance, protect the electrical system, provide reliability and prevent nuisance outages related to tree issues.

Discussion: As part of the City’s ongoing effort to maintain and protect the electrical system we are taking a systematic approach to line clearance tree trimming. The electrical system will be evaluated by a certified arborist to make recommendations on hazard tree removal and evaluate sensitive areas in the electrical system. The goal is to reduce hazards and minimize outages to our customers.

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BID PROPOSAL

For: Line Clearance Tree Trimming (Project #142A)

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

BASE BID

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

Base Bid Amount	\$ <u>N/A</u>
WSST @ 9.9%	\$ <u>N/A</u>
TOTAL BASE BID	\$ <u>100,000.00</u>

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

Contractor Name: Asplundh Tree Expert, LLC

Address: 20004 144th Ave NE City: Woodinville Zip: 98072

Phone: 425-483-9339 Fax: 425-806-9750

Signature: _____

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Scope of Work

ATTACHMENT A

Electric powerline tree trimming standards have been developed in accordance with national standards to ensure that high voltage power lines have adequate clearance, protect the electrical system, provide reliability and prevent nuisance outages related to tree issues.

As part of the City's ongoing effort to maintain and protect the electrical system we are taking a systematic approach to line clearance tree trimming. The electrical system will be evaluated by a certified arborist to make recommendations on hazard tree removal and evaluate sensitive areas in the electrical system. The goal is to reduce hazards and minimize outages to our customers.

Trimming will be per City of Milton Vegetation Management standard W-OH-0020.

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Agenda Item # 9C

To: Mayor Styron Sherrell and City Council Members
From: Dustin Sloan, Public Works Superintendent
Date: May 6, 2019
Re: Purchase/Installation of Security Equipment – Project #130 (Misc. Security Upgrades)

ATTACHMENTS: Quotes from ASI (Total of seven)

TYPE OF ACTION: “I move to approve the purchase and installation of Security equipment from ASI in an amount not to exceed \$36,115.34 including sales tax and authorize the Mayor to sign all documents necessary to execute the contracts.”

Recommendation/Action:

Information Only Discussion Action Expenditure Required:

Fiscal Impact/Source of Funds: This expenditure is included in the adopted Budget from the Water Capital improvement Fund.

Issue: Security of our infrastructure is a very important aspect of providing safe potable drinking water to our consumers. This budget item will purchase and install equipment necessary to monitor and record retrievable video data. This will also alarm and record video security for the Public Works Shop. This will help us to determine what took place at a water facility during an intrusion.

Discussion: The City solicited quotes from several companies to provide and install this equipment. The total amount of \$36,115.34 is for seven separate components:

1. \$10,033.87 for the purchase and installation of a Surveillance Camera System for the Public Works Shop at 714 Kent Street;
2. \$5,429.06 for the purchase and installation of a Security System for the Public Works Shop at 714 Kent Street;
3. \$4549.86 for the purchase and installation of a Surveillance Camera System for the Corridor Well & 5th Avenue Booster;
4. \$4,804.83 for the purchase and installation of a Surveillance Camera System for the 1-Million-gallon Tank site on 20th Avenue;
5. \$4,330.06 for the purchase and installation of a Surveillance Camera System for the 15th Avenue Booster Station;
6. \$3,967.39 for the purchase and installation of a Surveillance Camera System for the 2-Million-gallon Tank site on 18th St Ct in Edgewood;
7. \$3,000.27 for the purchase and installation of a Surveillance Camera System for Well 3 at the Porter Way and Fife Way intersection;

**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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3/26/2019

To: City of Milton - Water Department
 Attn: Rocky Walston

Estimate For: Surveillance Camera System for Well # 3

Includes:

(1) Dahua NVR (N42B1P2) 4 channel NVR with 2 Terabyte of storage
(1) Dahua 4MP Bullet Camera (N45CB5Z) - For viewing door and gate
(1) Dahua junction boxes for the camera location (PFA 121)
(1) Wattbox WB-200-3RWT surge suppressor for the NVR
(1) Videomount Lockbox ; fan & wall mounting arms
(1) LG 24" LED TV (LG 24 LJ4540)
(1) Strong TV Wall Mount (SM-TILT-S)
(1) HDMI Cable (B4-HD-2)
-Cat 6 cable to wire to each surveillance camera location and Cat 6 cable to connect the NVR and RJ45 connectors for terminating the camera cables and wire management product
-Labor to wire for and install the above camera system which includes setting up camera recording parameters and tutorial on the system
(1) ASI surveillance warning sign and 4 warning decals
(1) Year Part and labor warranty

Investment for the above 1 camera IP surveillance system: \$ 2730.00

*does not include sales tax or permit

*does not include installing any conduit or providing the necessary 120 volt power outlet

Thank You for the opportunity to provide you this estimate



3/26/2019

To: City of Milton - Water Department
 Attn: Rocky Walston

Estimate For: Surveillance Camera System for the Corridor Well & 5th Ave. Booster

Includes:

(1) Dahua NVR (N42B1P4) 4 channel NVR with 4 Terabyte of storage
(1) Videomount lockbox with fan and wall mounting arms
(1) Dahua Wallmount Bracket (PFB204W) for eyeball camera
(1) Dahua 4MP Starlight Bullet Camera (N45CB5Z) - To view South corner to Well #1
(1) Dahua 4MP Starlight Eyeball Cameras (N41BK22) - To view SE building corner - viewing doors
(1) Dahua 4MP Starlight Varifocal Bullet Camera (N45CB5Z)- To view generator and pumphouse
(2) Dahua junction boxes for the camera locations (PFA121)
(1) Wattbox WB-200-3RWT surge suppressor for the NVR
(1) LG 24" LED TV (LG 24 LJ4540)
(1) Strong TV Wall Mount (SM-TILT-S)
(1) HDMI Cable (B4-HD-2)
-Cat 6 cable to wire to each surveillance camera location and Cat 6 cable to connect the NVR and RJ45 connectors for terminating the camera cables and wire management product
-Labor to wire for and install the above camera system which includes setting up camera recording parameters and tutorial on the system
(1) ASI surveillance warning sign and 4 warning decals
(1) Year Part and labor warranty

Investment for the above 3 camera IP surveillance system: \$ 4140.00*

- *does not include installing the necessary conduit between the buildings
- *does not include sales tax or permit
- *does not include installing any conduit or providing the necessary 120 volt power outlet

**(option below priced to be decided before ordering of the above equipment)
 Upgrade Fixed Bullet Camera to Varifocal (N45CB5Z) \$240/ea.**

Thank You for the opportunity to provide you this estimate



3/26/2019

To: City of Milton - Water Department
 Attn: Rocky Walston

Estimate For: Surveillance Camera System for The 2 Million

Includes:

(1) Dahua NVR (N42B1P2T) 4 Channel NVR with 2 Terabyte of storage mounted on North wall
(1) Dahua 4MP Bullet Camera (N45CB5Z) - Mount on NW corner to view watertower and entrance door
(1) Dahua 4MP Eyeball Camera (N41BK22) - Mount on North side to view generator and radio shed
(1) Dahua junction box for the bullet camera (PFA 121)
(1) Wattbox WB-200-3RWT surge suppressor for the NVR
(1) Dahua Wall Mount Bracket for the eyeball camera (PFB 204W)
(1) Videomount Lockbox / Fan & Wall Mounting Arms
(1) LG 24" LED TV (LG 24 LJ4540)
(1) Strong TV Wall Mount (SM-TILT-S)
(1) HDMI Cable (B4-HD-2)
-Cat 6 cable to wire to each surveillance camera location and Cat 6 cable to connect the NVR and RJ45 connectors for terminating the camera cables and wire management product
-Labor to wire for and install the above camera system which includes setting up camera recording parameters and tutorial on the system
(1) ASI surveillance warning sign and 4 warning decals
(1) Year Part and labor warranty

Investment for the above 2 camera IP surveillance system: \$ 3610.00

*does not include sales tax or permit

*does not include installing any conduit or providing the necessary 120 volt power outlet

Thank You for the opportunity to provide you this estimate



3/26/2019

To: City of Milton - Water Department
 Attn: Rocky Walston

Estimate For: Surveillance Camera System for The 1 Million

Includes:

(1) Dahua NVR (N42B1P4) 4 channel NVR with 4 Terabyte of storage mounted on South wall
(1) Dahua 4MP Eyeball Camera (N41BK2Z) -mounted on SE corner viewing North toward the door
(1) Dahua 4MP Eyeball Camera (N41BK2Z) -mounted on NW Corner viewing door
(1) Dahua 4MP Bullet Camera (N45CB5Z) - mounted on existing wood pole to view the water tower.
(1) Wattbox WB-200-3RWT surge suppressor for the NVR
(1) Dahua junction box for the bullet camera location (PFA 121)
(2) Dahua Wall Mount Brackets for eyeball cameras (PFB 204W)
(1) Videomount Lockbox / Fan & Wall Mounting Arms
(1) LG 24" LED TV (LG 24 LJ4540)
(1) Strong TV Wall Mount (SM-TILT-S)
(1) HDMI Cable (B4-HD-2)
-Cat 6 cable to wire to each surveillance camera location and Cat 6 cable to connect the NVR and RJ45 connectors for terminating the camera cables and wire management product
-Labor to wire for and install the above camera system which includes setting up camera recording parameters and tutorial on the system
(1) ASI surveillance warning sign and 4 warning decals
(1) Year Part and labor warranty

Investment for the above 3 camera IP surveillance system: \$ 4372.00

- *does not include sales tax or permit
- *does not include trenching or installing the necessary any conduit to the camera location on the wood pole
- *does not include providing the necessary 120 volt power outlets for NVR or the optional wireless transceivers

**(option below priced to be decided before ordering of the above equipment)
 Change the water tower to wireless using Dahua wireless transceivers \$ 1540.00**

Thank You for the opportunity to provide you this estimate



3/26/2019

To: City of Milton - Water Department
 Attn: Rocky Walston

Estimate For: Surveillance Camera System for the 15th Ave Booster

Includes:

(1) Dahua NVR (N42B1P4) 4 channel NVR with 4 Terabyte of storage
(1) Videomount Lockbox with fan and wall mounting arms
(1) Dahua Eyeball Camera (N41BK22)- For viewing generator
(1) Dahua Bullet Camera (N45CB5Z) - For viewing across 15th Ave to watertank
(1) Dahua Eyeball Camera (N41BK22) - For viewing door
(1)Dahua junction boxes for the camera locations (PFA121)
(2) Dahua Wall Mount Brackets for Eyeball Cameras (PFB204W)
(1) Wattbox WB-200-3RWT surge suppressor for the NVR
(1) LG 24" LED TV (LG 24 LJ4540)
(1) Strong TV Wall Mount (SM-TILT-S)
(1) HDMI Cable (B4-HD-2)
-Cat 6 cable to wire to each surveillance camera location and Cat 6 cable to connect the NVR and RJ45 connectors for terminating the camera cables and wire management product
-Labor to wire for and install the above camera system which includes setting up camera recording parameters and tutorial on the system
(1) ASI surveillance warning sign and 4 warning decals
(1) Year Part and labor warranty

Investment for the above 3 camera IP surveillance system: \$ 3940.00

*does not include sales tax or permit

*does not include installing any conduit or providing the necessary 120 volt power outlet

Thank You for the opportunity to provide you this estimate



03/15/19

To: City of Milton – Water Department
 Attn: Rocky Walston
 Estimate For: Surveillance Camera System for the main water department building (714 Kent St.)

Includes:

- 1-Dahua Pro Series (N54B3P) 16 channel Epoe NVR with 8 Terabytes of storage
- 1-Dahua Pro Series (N45CB5Z) 4MP epoe varifocal bullet style camera to view the well area
- 1-Dahua Pro Series (N45CB5Z) 4MP epoe varifocal bullet style camera to view the covered shed area
- 1-Dahua Pro Series (N44CL52) 4MP epoe fixed lense dome camera to cover the well 10 control panel area
- 1-Dahua Pro Series (N45CB5Z) 4MP epoe varifocal bullet style camera on North corner to view yard area
- 1-Dahua Pro Series (N45CB5Z) 4MP epoe varifocal bullet style camera on South corner to view yard area
- 1-Dahua Pro Series (N45CB5Z) 4MP epoe varifocal bullet style camera to view South side of building
- 1-Dahua Pro Series (N45CB5Z) 4MP epoe varifocal bullet style camera to view well #12 & treatment
- 7-Dahua junction boxes or wall mount brackets for the camera locations
- 1-Wattbox WB-200-3RWT surge suppressor for the NVR
- Cat 6 cable to wire to each surveillance camera location and Cat 6 cable to connect the NVR and RJ45 connectors for terminating the camera cables and wire management product
- Free viewing app software to view from your smart phones and I-pads or tablets
- Labor to install the above camera system and Cat 6 wires also includes setting up camera recording parameters and tutorial on the system
- 4-ASI surveillance warning sign and 4 window warning decals
- 1-Year Parts and labor warranty

Investment for the above 7 camera IP surveillance system: \$ 9130.00*

- *does not include sales tax or electrical permits
- *does not include providing or installing any necessary conduit between firewall or out to the well 10 j-box
- *does not include the configuration of the existing network for an IT connection so that the Water department NVR will connect with the City Hall NVR system (That will need to be provided by your IT company Calvert Technology and or Locke Systems and is not included in our estimate)

(Option below is priced to be decided before ordering of the above equipment)

Labor and material to add a Dahua Pro Series (N45CB5Z) 4MP epoe varifocal bullet style camera to view the Police department storage container on the East side of the building **\$ 850.00***

Thank You for the opportunity to provide you this estimate



03/15/19

To: City of Milton – Water Department
Attn: Rocky Walston
Estimate For: Security System for the main water department building (714 Kent St.)

- Includes:
- 1-DSC Neo control panel to go in the 2nd floor storage area of the South part of shop
 - 1-DSC Neo keypad installed next to the lunchroom entrance door
 - 1-DSC Neo keypad installed next to the office entrance door
 - 3-Wired man door contacts on the perimeter of the building
 - 8-Wired wide gap roll up door contacts on the front of the building
 - 4-Bosch tritech wired motion detectors (2 in South partition & 2 in North partition)
 - 2-DSC LC-100 wired motion detectors (lunch room, office area North end of building)
 - 1-Amseco SSX-52 exterior siren with tampered housing on front of building
 - 1-Interior siren in the South partition of building
 - Labor to install the above system which includes providing a tutorial on the system
 - 1-Yard warning sign
 - 10-Door / window warning decals
 - 1-Year parts and labor warranty included

Investment for the above system \$4940.00*

- *does not include providing any conduit or wiremold for any of the cabling. The system will be installed as an exposed wired system
- *does not include sales tax, low voltage electrical permit or alarm permits
- *does not include providing the necessary 120 volt outlet needed at the control panel location
- *does not include the cost of the **optional** monthly cellular monitoring service which is \$ 34.95 month

Thank You for the opportunity to provide you this estimate

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Agenda Item #: 9D

To: Mayor Styron Sherrell and City Council Members
From: Jamie Carter, P.E., Interim Public Works Director
Date: May 6, 2019
Re: Professional Services Agreement – Local Programs Grant – Interurban Trail Improvements

ATTACHMENTS: 1) Professional Services Agreement with scope and fee
2) Site map of proposed improvements

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: “I move to authorize the Mayor to sign the Professional Services Agreement with Gray and Osborne, Inc. for the Interurban Trailhead Improvement project in the amount of \$60,000 and all necessary documents to execute such agreement.”

Fiscal Impact/Source of Funds: Funding for this contract is from the WSDOT Local Programs grant. There is no match required from the city.

Issue: A Request for Qualifications was advertised in February. The city received 2 Statements of Qualification and picked Gray and Osborne, Inc. based on their superior submittal and long history with Milton.

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CITY OF MILTON PROFESSIONAL SERVICES AGREEMENT
(Project #104 – Trail Head Improvements)

THIS Agreement is made effective as of the ____ day of May, 2019, by and between the **City of Milton, Washington** (“City”) and **Gray & Osborne, Inc.** (“Consultant”).

WHEREAS, the City desires to accomplish the above-referenced project; and

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

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

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

1. General Purpose and Intent.

Provide Engineering and related services necessary to develop preliminary and final plans, specifications, and cost estimates (PS&E) for the Trail Head Improvements project.

2. Services by the Consultant.

A. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the Scope of Work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement. The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

3. Schedule of Work.

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. Consultant shall complete the work described in Section I by December 31, 2019. A failure to complete the work within the specific timeframe, except where such failure is due to circumstances beyond the control of the Consultant, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the City, in the event of a delay attributable to

the City, or because of unavoidable delays caused by circumstances beyond the control of the Consultant. All such extensions shall be in writing and shall be executed by both parties.

4. Compensation.

TIME AND MATERIALS NOT TO EXCEED – Compensation for the services described in the Scope of Work shall not exceed **\$60,000.00** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as **Exhibit B**.

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

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

5. Corrective Changes in Work.

The Consultant shall promptly make such changes and revisions in the complete work provided by this Agreement as may be necessary to correct errors made by the Consultant and appearing therein when required to do so by the City. The Consultant shall make such corrective changes and revisions without additional compensation from the City. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as extra work and will be paid for as negotiated through a written amendment to the Agreement as provided in Section 2.B.

6. Coordination of Contract Documents.

This Agreement consists of this Professional Services Agreement form and **Exhibits A and B**. If there is any inconsistency between this Professional Services Agreement form and any of the Exhibits, the Professional Services Agreement form shall take precedence. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 11 and 12 shall be null and void.

7. Discrimination and Compliance with Laws.

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

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

C. Consultant shall obtain a City of Milton business license pursuant to the provisions of Chapter 5. 04 MMC prior to receipt of written authorization to proceed.

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

8. Termination.

A. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified in Section 15(A). In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

B. The City may suspend this Agreement, at its sole discretion, upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

9. Standard of Care.

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

10. Ownership of Work Product.

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

11. Indemnification/Hold Harmless.

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

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

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

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

12. Insurance.

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

A. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the City will be named on all insurance as an additional insured. The Consultant shall submit a certificate of insurance to the City evidencing the coverages specified above, together with an additional insured endorsement naming the City, within fifteen (15) days of the execution of this Agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this Agreement. The certificate and endorsement must be project and/or site specific. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the City.

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Notice of Cancellation

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

G. Failure to Maintain Insurance

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

13. Assigning or Subcontracting.

The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any sub-Consultants approved by the City at the outset of this Agreement are named on **Exhibit A** attached hereto and incorporated herein by this reference as if set forth in full.

14. Independent Contractor.

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

15. Notice.

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

City of Milton:

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

Consultant:

Gray & Osborne, Inc.
Attn: Michael B. Johnson
1130 Rainier Ave S, Ste. 300
Seattle, WA 98144

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

16. Non-Waiver.

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

17. Resolution of Disputes; Governing Law and Venue.

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

18. Taxes.

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

19. Entire Agreement.

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

20. Risk of Loss.

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

CITY OF MILTON, WASHINGTON

By: _____
Shanna Styron Sherrell, Mayor

Date: _____

ATTEST:

By: _____
Trisha Summers, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

By: _____
Ogden Murphy Wallace

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

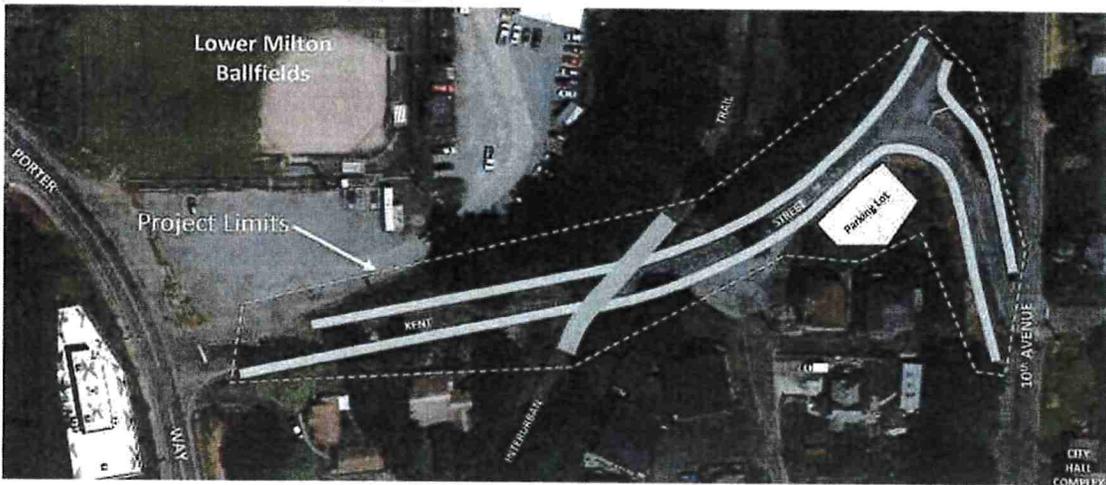
SCOPE OF WORK

CITY OF MILTON MILTON TRAILHEAD/INTERURBAN TRAIL

PROJECT UNDERSTANDING

The purpose of this Contract is for Gray & Osborne, Inc. (G&O) and its subconsultants to provide engineering and related services necessary to develop preliminary and final plans, specifications, and cost estimates (PS&E) resulting in the preparation of bid/construction documents for the bid, award, and construction of:

- Curb, gutter and 5-foot sidewalk improvements on both sides of Kent Street from near Porter Way to 10th Avenue and a trailhead parking lot per the attached project map. Improvements will also include minor storm drainage improvements and signing.



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More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

A. Provide overall project management and oversight services, to include:

- Procure sufficient staff resources to dedicate to the project.
- Prepare and execute subconsultant contracts.
- Manage subconsultant work.
- Manage and control project budget and schedule.
- Manage and provide monthly progress reports and invoices.

Task 2 – Kickoff Meeting

Objective: Conduct a kickoff meeting with City staff to identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:

- Review and confirm project understanding and design criteria to be employed.
- Review and confirm project schedule and milestones/deliverables.
- Identify regulatory and/or funding agency requirements.
- Identify project stakeholders and discuss their needs and impacts on the project.
- Environmental requirements.
- Document the discussion of the meeting and distribute to all attendees.

Task 3 – Surveying

Objective: Define the limits of the existing rights-of-way, approximate property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project; obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

Subtask 3.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., along the project corridors as required for establishing the existing rights-of-way and easements along the project alignment. This work will include:
- Identify current rights-of-way along the proposed alignment, from existing records as noted above. This scope of work does not include a record of survey.
 - Overlay the rights-of-way and current property easements on a plan view of the project corridor.
 - Utilize assessor map and GIS map information to establish approximate property lines. This scope of work does not include boundary surveys.

Subtask 3.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 5-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site to include surface grade data, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, trail, signing, pavement markings, culverts, etc., in sufficient detail to support an adequate level of design.

Task 4 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from utility companies and districts known to provide service in the project corridor.

- A. Provide written requests for all utility providers known to provide utility service in the project area.
- B. Review data provided by utility providers and incorporate into project design as may be applicable.
- C. Call for utility locates in conjunction with geotechnical work and survey paint marks.

Task 5 – Geotechnical Analysis

Objective: Conduct field explorations to determine design recommendations to support the proposed improvements.

- A. **Site Reconnaissance/Document Review** – Conduct a site reconnaissance to observe the site surface conditions to evaluate access for subsurface explorations and surface features that may impact the design and construction of the project. PanGEO will mark the test boring location during our visit. PanGEO will review pertinent geology maps of the area to gain an understanding of the site soil conditions.
- B. **Test Boring** – Drill four shallow test borings to about 5 to 10 feet deep, to provide subsurface data along the alignment and the parking lot. Standard Penetration Tests will be conducted in the test boring at 2-1/2 and 5-foot depth intervals.
- C. **Laboratory Testing** – Representative soil samples will be collected and submitted for laboratory tests. The tests may include moisture contents and grain size analyses.
- D. **Summary Report** – Prepare a summary report documenting the results of PanGEO's geotechnical studies. The report, in general, will include the followings:
 - **Site Descriptions** – Description of surface and subsurface conditions (soil and groundwater) at the site, including a site map showing the location of the test boring, summary boring log, and anticipated soil behavior;

- Seismic Design – Seismic design parameters per 2015 IBC, including Site Class and site spectral accelerations (S_s and S₁), for wall design;
- Wall Design – Recommendations for appropriate wall types, wall foundation support, lateral earth pressures for design of the walls, including seismic surcharge;
- Pavement – Recommendations for parking lot pavement;
- Sidewalk Subgrade – Recommendations for sidewalk subgrade preparation;
- Trenching Backfill – Recommendations for trenching and backfill for the new storm lines;
- Earthwork – General earthwork recommendations, including stripping, fill placement and compaction guidelines.

- E. **Post-Report Consultation** – PanGEO will provide post-report consultation to assist with the design and preparation of plans and specifications on an as-needed basis.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

Task 6 – Permitting

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

Subtask 6.1 – Stormwater General Construction Permit and SEPA Checklist

- A. Prepare and submit for a Stormwater General Construction Permit from the Washington State Department of Ecology (if required). Prepare and submit draft SEPA and revise document as necessary before preparing final documents for City processing, if required.

Subtask 6.2 – Categorical Exclusion Form

- A. Prepare and submit draft WSDOT Categorical Exclusion (CE) Documentation Form and revise the document as necessary before preparing final documents for City processing.

Subtask 6.3 – Cultural Survey Services

- A. Coordinate, schedule, monitor and review the work of the subconsultant.

B. Subconsultant (Cultural Resource Consultants) Work

1. **Background Research** – CRC will conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review of relevant correspondence between the project proponent, stakeholders and DAHP; and, review of pertinent environmental, archaeological, ethnographic and historical information appropriate to the project area from a variety of available resources.
2. **Tribal Contact** – CRC will contact the cultural resources staff of tribes that may have an interest in the project area.
3. **Field Identification** – CRC will provide a field walkthrough investigation of the project location for identification of archaeological and historical resources. If necessary (contingent upon results of Tasks 1 and 2 and field walkthrough), CRC will provide excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.
4. **Documentation of Findings** – CRC will document and record archaeological and historic sites within the project area, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.
5. **Cultural Resources Assessment Report** – CRC will prepare a technical memo describing background research, field methods, results of investigations (as applicable), and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. Report and support materials will be provided electronically.

Task 7 – Thirty Percent Design

Objective: Prepare 30 percent design effort which will include preliminary plans.

Subtask 7.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

Subtask 7.2 – Sidewalk and Parking Lot Improvements

- A. Prepare layouts and full-size drawings of project corridor representing a 30 percent design effort to include plan, elevations, and typical cross sections illustrating the proposed sidewalk and parking lot improvements. These proposed improvements will be designed on the base map developed from the project survey.

Subtask 7.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

Subtask 7.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 8 – Sixty Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred layout developed through the 30 percent design effort.

Subtask 8.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

Subtask 8.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the 2018 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 8.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 8.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 9 – Ninety Percent and Final Design

Objective: Prepare project drawings, specifications, and cost estimates of the improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 9.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

Subtask 9.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2018 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 9.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 9.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Subtask 9.5 – Final Plan

- A. Incorporate 90 percent comments and complete final plans, specifications and cost estimates.

Task 10 – Quality Assurance/Quality Control

- A. Oversee two, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff and selected design team members. Meetings are to take place at the following levels:

- Thirty Percent Design (defined more fully in Task 8).
- Ninety Percent Design (defined more fully in Task 9).

B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 11 – Bid Support

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit E-1. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. One paper copy of the final geotechnical report.
2. One paper copy of the environmental documentation.
3. One paper copy of any permits acquired during the development of the project.
4. Memoranda of meetings with staff.
5. Categorical Exclusion (CE) Documentation Form.
6. One copy of full-scale drawings at 30 percent, 60 percent, and 90 percent design effort levels. This Contract anticipates a maximum of 20 sheets will be required to facilitate the bidding and construction of this project.
7. One copy of project specifications and cost estimate at 60 percent and 90 percent design effort levels.
8. One electronic set of final construction drawings (PDF).

9. One electronic set of final project specifications (PDF).
10. Three half-size 11" x 17" original and 3 full-scale paper copy sets of final construction drawings.
11. Three half-size 11" x 17" original and 1 full-scale paper copy sets of record drawings.
12. One electronic set of record drawings (PDF).

PROJECT ASSUMPTIONS REGARDING THE CITY'S RESPONSIBILITIES

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals.
2. This scope of work assumes that the City will provide G&O with relevant record drawings of existing infrastructure along the project alignment, as may be available and/or pertinent to the project.
3. This scope of work assumes that the City will advertise and circulate the SEPA checklist document, pay any costs of publication, and make timely threshold determinations.
4. This scope of work assumes that the City will agree to appear as "Applicant" on all permits, will function as lead agency for the environmental documentation process, and will pay all costs or fees associated with the various permits that may be required.
5. This scope of work assumes that no public meetings are required.
6. This scope of work assumes that the City will make arrangements for and provide a suitable location to accommodate the bid opening.
7. This scope of work assumes no additional boundary surveys or record of surveys are required.

8. This scope of work assumes no title reports and no easements will be required to be obtained.

EXHIBIT B

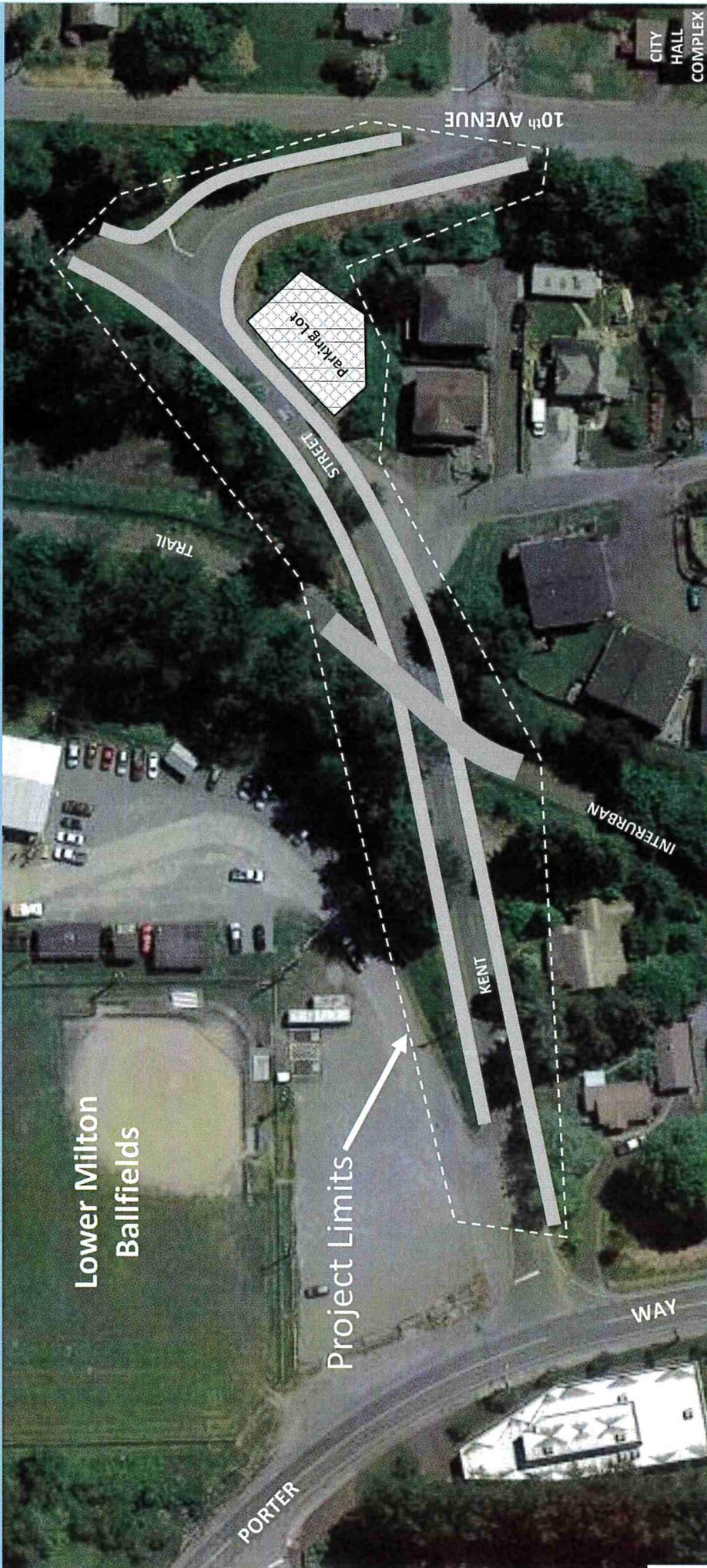
**CONSULTANT FEE DETERMINATION- SUMMARY SHEET
(COST PLUS FIXED FEE)**

City of Milton - Milton Trailhead/Interurban Trail

Tasks	Project Manager Hours	Project Eng. Hours	Civil Eng. Hours	AutoCAD/ GIS Tech/ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 Person) Hours
Design	72	160	70	48	10	16
Hour Estimate:	72	160	70	48	10	16
Estimated Hourly Rates:	\$46	\$38	\$36	\$28	\$38	\$65
Direct Labor Cost:	\$3,312	\$6,080	\$2,520	\$1,344	\$380	\$1,040

Total Direct Labor (DSC):	\$ 14,676
Overhead (OH Cost - Incl. Salary Additives)	
OH Ratio x DSC of 188.04% x \$14,676	\$ 27,597
Total DSC and Overhead	\$ 42,273
Fixed Fee (FF)	
FF Rate @ 30% of \$14,676	\$ 4,403
Reimbursables	
Mileage & Expenses (Mileage @ Current IRS Rate)	\$ 801
Subconsultant:	
PanGEO, Inc.	\$ 9,273
Cultural Resource Consultants	\$ 3,250
TOTAL ESTIMATED COST:	\$ 60,000

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MILTON TRAILHEAD/INTERURBAN TRAIL PROJECT MAP

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Agenda Item #: 9E

To: Mayor Styron Sherrell and City Council Members
From: Jamie Carter, P.E., Interim Public Works Director
Date: May 6, 2019
Re: Construction Management contract – Yuma St Overlay

ATTACHMENTS: 1) Construction contract with scope and fee

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: “ I move to authorize the Mayor to sign the construction management contract with Skillings Connolly, Inc. for the Yuma Street Overlay Project in the amount of \$54,756.39 and all necessary documents to execute such agreement.”

Fiscal Impact/Source of Funds: The city is responsible for a 10% match which has been included in the 2019 budget.

Issue: The project is expected to be built in late summer due to other construction projects in the immediate area.

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CITY OF MILTON PROFESSIONAL SERVICES AGREEMENT
(Project #141 – Construction Management)

THIS Agreement is made effective as of the ____ day of May, 2019, by and between the **City of Milton, Washington** (“City”) and **Skillings Connolly, Inc.** (“Consultant”).

WHEREAS, the City desires to accomplish the above-referenced project; and

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

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

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

1. General Purpose and Intent.

Provide Construction Management services for the Yuma Street Overlay project (#141).

2. Services by the Consultant.

A. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the Scope of Work attached hereto as **Exhibit A-1** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement. The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

3. Schedule of Work.

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. Consultant shall complete the work described in Section I by **December 31, 2019**. A failure to complete the work within the specific timeframe, except where such failure is due to circumstances beyond the control of the Consultant, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the City, in the event of a delay attributable to the City, or because of unavoidable delays caused by circumstances beyond the control of the Consultant. All such extensions shall be in writing and shall be executed by both parties.

4. Compensation.

TIME AND MATERIALS NOT TO EXCEED – Compensation for the services described in the Scope of Work shall not exceed **\$54,756.39** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as **Exhibit B-2**.

A. The Consultant shall be paid by the City for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in **Exhibit A-1**, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement. Correction of typographical and other clerical errors made by the Consultant shall be made at no cost to the City.

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

5. Corrective Changes in Work.

The Consultant shall promptly make such changes and revisions in the complete work provided by this Agreement as may be necessary to correct errors made by the Consultant and appearing therein when required to do so by the City. The Consultant shall make such corrective changes and revisions without additional compensation from the City. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as extra work and will be paid for as negotiated through a written amendment to the Agreement as provided in Section 2.B.

6. Coordination of Contract Documents.

This Agreement consists of this Professional Services Agreement form and **Exhibit A-1** through **B-2**. If there is any inconsistency between this Professional Services Agreement form and any of the Exhibits, the Professional Services Agreement form shall take precedence. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 11 and 12 shall be null and void.

7. Discrimination and Compliance with Laws.

A. The Consultant agrees not to discriminate against any employee, or applicant for employment, subcontractor, supplier or materialman, or any other person in the performance of this Agreement because of race, creed, color, religion, national origin, marital status, sex, sexual orientation,

age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

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

C. Consultant shall obtain a City of Milton business license pursuant to the provisions of Chapter 5. 04 MMC prior to receipt of written authorization to proceed.

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

8. Termination.

A. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified in Section 15(A). In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

B. The City may suspend this Agreement, at its sole discretion, upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

9. Standard of Care.

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

10. Ownership of Work Product.

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

11. Indemnification/Hold Harmless.

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

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

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

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

12. Insurance.

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

A. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the City will be named on all insurance as an additional insured. The Consultant shall submit a certificate of insurance to the City evidencing the coverages specified above, together with an additional insured endorsement naming the City, within fifteen (15) days of the execution of this Agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this Agreement. The certificate and endorsement must be project and/or site specific. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the City.

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Notice of Cancellation

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

G. Failure to Maintain Insurance

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

13. Assigning or Subcontracting.

The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any sub-Consultants approved by the City at the outset of this Agreement are named on **Exhibit D** attached hereto and incorporated herein by this reference as if set forth in full.

14. Independent Contractor.

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

15. Notice.

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

City of Milton:

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

Consultant:

Skillings Connolly, Inc.
Attn: Michael Horton, Project Manager
5016 Lacy Blvd.
Lacey, WA 98503

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

16. Non-Waiver.

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

17. Resolution of Disputes; Governing Law and Venue.

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

18. Taxes.

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

19. Entire Agreement.

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

20. Risk of Loss.

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

CITY OF MILTON, WASHINGTON

By: _____
Shanna Styron Sherrell, Mayor

Date: _____

ATTEST:

By: _____
Trisha Summers, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

By: _____
Ogden Murphy Wallace

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A-1
SCOPE OF WORK
SUPPLEMENTAL AGREEMENT NO. 2

CITY OF MILTON
YUMA STREET OVERLAY PROJECT

January 21, 2019

INTRODUCTION

The City of Milton (CITY) has retained Skillings Connolly, Inc. (CONSULTANT) to provide professional services to assist in the design of the Yuma Street Overlay Project, which will be funded through a grant from the Washington State Transportation Improvement Board (TIB).

The Yuma Street Overlay Project provides for a 2-inch grind and overlay of the intersection of Yuma Street and Milton Way to include 350 feet west of the intersection (west CITY limit) and 120 feet north of the intersection to match into the previous Milton Way rehabilitation project. This project will also provide a half street 2-inch grind and overlay along Yuma Street that was not included in the recent gas main project. Other work includes pedestrian ramps at the intersection of 10th and Yuma Street, pedestrian ramps at the intersection of Milton Way and Yuma Street and re-installing the traffic loop.

This Supplements the existing scope of work by adding **Task 600 Construction Contract Administration**.

Task 600 Construction Contract Administration
--

Skillings Connolly and Akana will provide support services during construction.

Skillings Connolly will provide:

Task 1: Project Management for construction Contract Administration.

Task 2: Attend Preconstruction Conference. .

Task 3: Provide design support during construction for up to 24 hours.

Akana will provide Constuction Management Services for the City as detailed in their attached subconsultant agreement.

Prepared by: Mike Horton

January 21, 2019

Reviewed by: Thomas E. Skillings, PE

January 21, 2019

**EXHIBIT B-1
CONSULTANT COST COMPUTATION – MAN-HOURS**

18048 - AMENDMENT NO 2 CITY OF MILTON YUMA STREET OVERLAY PROJECT		SENIOR PROJECT MANAGER	PROJECT ENGINEER	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION	Mike	Ian	Gloria
600	PROJECT MANAGEMENT			
1	Prepare subconsultant agreement provide two monthly invoices.	1		4
2	Attend Preconstruction Conference.	2	2	
3	Provide design support		24	
300	DESIGN (60% PLANS)			
	HOURS PER DISCIPLINE	3	26	4

**EXHIBIT B-2
CONSULTANT COST COMPUTATION – SUMMARY**

NEGOTIATED HOURLY RATE (NHR):					
<u>Classification</u>	<u>Man Hours</u>	<u>X</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
SENIOR PROJECT MANAGER	3	X	\$69.50	=	\$208.50
PROJECT ENGINEER	26	X	\$47.25	=	\$1,228.50
PROJECT ADMINISTRATOR	4	X	\$33.08	=	\$132.32
Total Hours =	33				Total NHR = \$1,569.32
OVERHEAD Including Salary Additives (OH):					
OH Rate X DSC	152.89%	X	\$1,569.32	=	Overhead = \$2,399.33
FIXED FEE (FF):					
FF Rate X (DSC+OH)	35%	X	\$1,569.32	=	Fixed Fee = \$549.26
REIMBURSABLES:					
Mileage	400	X	\$0.580	=	\$232.00
Miscellaneous Expenses	\$0.00	X	10%	=	\$0.00
			SUB TOTAL		Reimbursables = \$232.00
SUBCONSULTANT COST (See Exhibit E):					
Akana	\$50,006.47	X	0%	=	\$50,006.47
			SUB TOTAL		Subconsultants = \$50,006.47
MANAGEMENT RESERVE FUND					
	SUB TOTAL		\$54,756.39	X	0%
				=	\$0.00
GRAND TOTAL					
					GRAND TOTAL = \$54,756.39
PREPARED BY: Mike Horton, PE					
DATE: 01/21/2019					
REVIEWED BY: Thomas E. Skillings, PE					
DATE: 01/21/2019					

**EXHIBIT B-3
CONSULTANT COST COMPUTATION – EXPENSES**

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photo Copies - Blk & White	Each		\$0.10	\$0.00
6	Photo Copies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each	0	\$0.50	\$0.00
8	Full Sized Prints	Each	0	\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month			\$0.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	Traffic Control	Estimated			\$0.00
Total Miscellaneous Expenses					\$0.00
	Mileage	Per Mile	400	.58	\$232.00
Total Expenses					\$232.00
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Mike Horton, PE		01/21/2019			

**EXHIBIT C-1
SUBCONSULTANT SCOPE OF WORK**

Akana (SUBCONSULTANT) will provide Construction Management (CM) Services for the City of Milton Yuma Street Overlay Project. These services will include CM, part time contract administration, field observation, documentation, and reporting as requested by the CONSULTANT and the City of Milton. This work will include reviewing and responding to all RFI requests, submittal requests, change management and general technical assistance as requested by Client or Owner. This scope will include the provision of all labor, materials, equipment and supplies.

Assumptions:

- This scope and fee does not include construction support services during non-working days. A Non-Working Day is defined in the WSDOT Standard Specifications as "...unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the work shown on the critical path of the Contractor's approved schedule." If the contract amount under this agreement is exceeded, the CONSULTANT may request a supplement to cover the costs incurred from work completed on Non-Working Days.
- Construction will take no more than 25 working days.
- This scope and fee includes attendance to any meetings as requested. (Preconstruction, during construction and post-construction).
- The Contractor will be responsible for environmental documentation requirements.
- No Overtime has been estimated.
- Consultant will provide vehicle and fuel, cell phone, standard safety wear and laptop computer.

END SUBCONSULTANT SCOPE OF WORK

**EXHIBIT D-1
SUBCONSULTANT COST COMPUTATION - SUMMARY**

January 1, 2018 Rates	Jeff Faunce	Rick	Tara Clark		Total Labor	OH @ 1.3685	Fixed Fee @ 30%	ODCs	ODCs Markup	Total Expenses	Total Labor + Expenses
Classification:				Total	Fees	137%	30%	Fees	5%		Fees
Hourly Rate:	\$75	\$48	\$36	Hours	Fees						
Task 100 - preconstruction services											
Preconstruction services				0	\$0	\$0	\$0		\$0	\$0	\$0.00
constructability review					\$0	\$0	\$0		\$0	\$0	\$0
value engineering					\$0	\$0	\$0		\$0	\$0	\$0
project cost estimating				0	\$0	\$0	\$0		\$0	\$0	\$0
Task 100 - Subtotal	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
Task 200 - Construction Services Field office											
Administration	20		100	120	\$5,100	\$6,979	\$1,530		\$0	\$8,509	\$13,609.35
Task 200 - Subtotal	20	0	100	120	\$5,100	\$6,979	\$1,530	\$0	\$0	\$8,509	\$13,609
Task 300 - Construction Services Field											
field CM services	25	200		225	\$11,375	\$15,567	\$3,413	\$1,104	\$55	\$20,139	\$31,514
Task 300 - Subtotal	25	200	0	225	\$11,375	\$15,567	\$3,413	\$1,104	\$55	\$20,139	\$31,514
Task 400 - materials											
materials				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 400 - Subtotal	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 500 - Project Completion											
closeout	10		30	40	\$1,830	\$2,504	\$549		\$0	\$3,053	\$4,883
Task 500 - Subtotal	10	0	30	40	\$1,830	\$2,504	\$549	\$0	\$0	\$3,053	\$4,883
hidden line - task groups end											
All Phases Total	55	200	130	385	\$18,305	\$25,050	\$5,492	\$1,104	\$55	\$31,701	\$50,006.47



Agenda Item #: 9F

To: Mayor Styron Sherrell and City Council Members
From: Jamie Carter, P.E., Interim Public Works Director
Date: May 6, 2019
Re: Construction contract – Yuma St Overlay

ATTACHMENTS: 1) Construction contract with scope

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: I move to authorize the Mayor to sign the construction contract with Tucci and Sons, Inc. for the Yuma Street Overlay Project in the amount of \$404,638.00 and all necessary documents to execute such agreement.

Fiscal Impact/Source of Funds: The city is responsible for a 10% match which has been included in the 2019 budget.

Issue: A Request for Bids was advertised for the construction of the Yuma St Overlay project. We received 5 bids and Tucci and Sons was the lowest responsive bidder. The project is expected to be built in late summer due to other construction projects in the immediate area.

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**CITY OF MILTON
PUBLIC WORKS CONTRACT
(Project No. 141)**

THIS CONTRACT, is made this _____ day of May, 2019 by and between the **City of Milton** (hereinafter referred as “City”), a Washington Municipal Corporation, and **Tuci & Sons Inc.** (hereinafter referred to as “Contractor”), doing business at 4224 Waller Road, Tacoma, WA 98443.

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

WHEREAS, the City desires to contract with Contractor for the provision of such services for Yuma Street Overlay project and Contractor agrees to contract with the City for same;

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

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

- Plans and Contract Drawings: [Attachment:] [N/A:]
- Scope of Work: [Attachment:] [N/A:]
- General Provisions: [Attachment:] [N/A:]
- Special Provisions: [Attachment:] [N/A:]
- Bid Documents: [Attachment:] [N/A:]
- Bid Proposal: [Attachment:] [N/A:]
- Schedule of Prevailing Wages: [Provided by Contractor:] [N/A:]
- Performance Bond: [Required:] [Waived by City:]
- Addenda (if any): [Attachment:]

* All Provisions required by law to be inserted in this Contract whether actually attached hereto or not.

The Contractor shall provide and bear the expense of all materials, equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of one (1) year after completion of this Contract.

2. **PAYMENT:** Payment for the work as described in the Contract shall not exceed Four hundred and four thousand six hundred and thirty eight dollars and no cents (**\$404,638.00**), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. **GENERAL ADMINISTRATION:** The Contract administrator, Jamie Carter of the City of Milton shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **FINAL PAYMENT:** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by the Contract except those required to be withheld by law or as otherwise provided herein.
5. **NOTICE TO PROCEED / COMPLETION TIME:** The Contractor shall begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and shall carry on such work regularly and uninterrupted thereafter with such force as to secure its completion within **90** calendar days (holidays and weekends included), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **OWNERSHIP OF DOCUMENTS:** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **INDEMNITY / HOLD HARMLESS:** The Contractor shall fully indemnify, protect, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The Contractor's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Contractor's employees, contractor, consultants and agents.

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

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

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

8. **BONDS / SURETY:** *(City must select one of the following options by checking the applicable box):*
- Standard Option:** The Contractor shall provide a performance and payment bond in an amount equal to the contract price. The bond must be approved by the City prior to the execution of the Contract. The bond shall be released thirty days after the date of final acceptance of the work performed under this Contract, and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
 - Performance Surety Option:** In lieu of retainage and a performance and payment bond, the City shall withhold 50% of all progress payments, excluding any applied tax, for the duration of the work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all work performed under this Contract, including any change orders, or receipt of all necessary releases from the Department of Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. No interest shall be accrued nor paid to the Contractor on the retained amount. The City may, at its option, attach and expend the Performance Surety to cover any costs to complete any outstanding work or work deemed unacceptable under this contract. ***This option may be used only for contracts of \$35,000 or less and at the Contractor's request.***
 - Waiver Option:** Pursuant to RCW 39.04.155(3), the City waives the bonding and retaining requirements for this Contract. ***This option may only be used for contracts under \$35,000 and for which the Limited Public Works contractor selection process was used.***
9. **SUBLETTING OR ASSIGNING OF CONTRACTS:** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.
10. **RELATIONSHIP OF PARTIES:** The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.
11. **WARRANTY:** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

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

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

13. **CLAIMS:** Any claim from Contractor against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment hereunder. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of the additional claim and fully describes such claim.
14. **CONTRACTOR'S RISK OF LOSS:** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
15. **INSURANCE:** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.

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

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

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

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

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

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

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

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

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

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

17. **JOB SAFETY:** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
18. **PREVAILING WAGE:** This Contract is subject to the requirements of Chapter 39.12 RCW relating to prevailing wages. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

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

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

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

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

20. **EXTENT OF CONTRACT / MODIFICATION:** This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.

21. **NONDISCRIMINATION**: In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, Contractor, its subcontractors or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, sexual orientation, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
22. **PUBLIC RECORDS DISCLOSURE**: Contractor acknowledges that the City is an agency governed by the public records disclosure requirements set forth in Chapter 42.56 RCW. Contractor shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Contractor and related to the services performed under this Contractor. Upon written demand by the City, the Contractor shall furnish the City with full and complete copies of any such records within five business days.

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

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

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

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

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

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

CITY OF MILTON

By: _____
Mayor

CONTRACTOR

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

Jamie Carter

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

CONTRACTOR CONTACT

Tucci & Sons Inc.

Michael F. Tucci
4224 Waller Road
Tacoma, WA 98443

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

BID PROPOSAL

For: Yuma Street Overlay Project (Project #141)

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

BASE BID

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

Base Bid Amount	\$ <u>N/A</u>
WSST @ 9.9%	\$ <u>N/A</u>
TOTAL BASE BID	\$ <u>404,638.00</u>

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

Contractor Name: Tucci & Sons Inc.

Address: 4224 Waller Road City: Tacoma Zip: 98443

Phone: 253-922-6676 Fax: _____

Signature: _____

Attachment A

Scope of Work



SCOPE OF WORK

ATTACHMENT A

Project #: 141

This project provides for a 2-inch grind and overlay of the intersection of Yuma Street and Milton Way to include 350 feet west of the intersection (west City limits) and 120 feet north of the intersection to match into the previous Milton Way Rehabilitation project. This project will also provide a half street 2-inch grind and overlay along Yuma Street that was not included in recent gas main project. Overlaying the intersection requires ADA ramps, reinstalling traffic loop and additional modification to pedestrian push button systems.

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Agenda Item # 9G

To: Mayor Styron Sherrell and City Council Members
From: Tara Dunford, CPA, Finance Director
Date: May 6th, 2019
Re: Ordinance 2nd Read – Electric Utility Rate Increase

ATTACHMENTS:

1. Ordinance
2. Utility Rate Sheet
3. EES Presentation – Rate Study
4. Example “opt-out” fees

TYPE OF ACTION:

Information Only Discussion Action Public Hearing

Recommendation/Action: “I move to approve annual electric rate increases of 8.1% per year in 2019 through 2021, 8% in 2022 and 7.7% in 2023 effective June 1 of each year; and to implement opt-out fees effective June 1, 2019.”

Fiscal Impact/Source of Funds: Increases shown over the next 5 years are necessary to fund substation replacement and restore adequate fund balance in the electric operations fund. “Opt-out” fees have been added per discussion at January 14, 2019 study session.

Issue: Rate increases are based on the 2019 rate study completed by EES Consulting. Rate study results were presented to Council on March 18, 2019 and April 8, 2019.

Customers can request removal of smart meters, which requires utility staff to manually read meters each month. Proposed opt-out fees are designed to cover the cost of handling manual reads.

Discussion: Proposed rate increases are effective June 1 of each year as follows:

2019 – 8.1%
2020 – 8.1%
2021 – 8.1%
2022 – 8.0%
2023 – 7.7%

Rate increases as shown are necessary to ensure adequate funding is in place prior to starting substation project.

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ORDINANCE NO. 1964-19

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RAISING ELECTRIC RATES AND ESTABLISHING SMART METER OPT-OUT FEES; AMENDING MILTON MUNICIPAL CODE SECTION 13.08.280; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the City of Milton operates an Electric Utility to provide services to residents; and

WHEREAS, the 2019 rate study determined that rate increases are necessary over the next five years to fund a new substation; and

WHEREAS, the substation will be funded in part by a bank loan; and

WHEREAS, loan covenants will require adopted rates to be sufficient to cover annual principal and interest payments; and

WHEREAS, it is necessary to give customers the option of opting out of advanced metering or “smart meters”; and

WHEREAS, new fees have should be established to cover the cost of administering manual-read meters.

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

Section 1. Section 13.08.280 of the Milton Municipal Code is amended in its entirety to read as follows:

13.08.280 Electric utility – Regular and commercial service rates.

A. Rates and charges for residential, schools, churches, apartments, and other accounts not covered by commercial rates are as follows:

	Rate as of 6/1/2019	Rate as of 6/1/2020	Rate as of 6/1/2021	Rate as of 6/1/2022	Rate as of 6/1/2023
Base Rate	7.78	8.41	9.10	9.82	10.58
KW Hour - Residential	0.0728	0.0786	0.0850	0.0918	0.0989

B. Commercial rates and charges for all uses not listed in subsection A of this section are as follows:

	Rate as of 6/1/2019	Rate as of 6/1/2020	Rate as of 6/1/2021	Rate as of 6/1/2022	Rate as of 6/1/2023
Commercial Base Rate	16.22	17.53	18.95	20.46	22.04
Booster Stations Electric	24.12	26.07	28.18	30.44	32.78
100-Watt Yard Light Electric	11.69	12.63	13.66	14.75	15.88
200-Watt Yard Light	12.00	12.97	14.02	15.14	16.31
400-Watt Lights	28.30	30.59	33.07	35.72	38.47
Charges for each KW Hour - Commercial	0.0804	0.0869	0.0940	0.1015	0.1093
Base Rate - Senior/Disabled	5.45	5.89	6.37	6.88	7.41
SR/Disabled charge for each KW hour	0.0509	0.0551	0.0595	0.0643	0.0692
Low Income SR/Disability Yard Light	8.51	9.20	9.94	10.74	11.56

C. Charges for opting out of advanced metering systems (“smart meters”) are as follows:

	Rate as of 6/1/2019	Rate as of 6/1/2020	Rate as of 6/1/2021	Rate as of 6/1/2022	Rate as of 6/1/2023
One-time processing fee for smart meter "opt out"	100.00	108.10	116.86	126.20	135.92
Monthly charge for manual read - smart meter "opt out"	15.00	16.22	17.53	18.93	20.39

D. On the June Billing of each year from 2019 through 2023, the rates established in this section shall be adjusted according to the rates noted.

Section 2 Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and apply to all billings after June 1, 2019, which is at least five (5) days from and after its passage, approval, and publication, as provided by law.

PASSED by the Milton City Council the ___ day of 2019, and approved by the Mayor, the ___ day of _____, 2019.

SHANNA STYRON SHERRELL, MAYOR

Attest/Authenticated:

TRISHA SUMMERS, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO: 1964-19

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City of Milton Electric Utility Rate Changes

	Rate as of 5/1/2018	2019 Increase	Rate as of 6/1/2019	2020 Increase	Rate as of 6/1/2020	2021 Increase	Rate as of 6/1/2021	2022 Increase	Rate as of 6/1/2022	2023 Increase	Rate as of 6/1/2023
Base Rate	7.20	8.10%	7.78	8.10%	8.41	8.10%	9.10	8.00%	9.82	7.70%	10.58
KW Hour - Residential	0.0673	8.10%	0.0728	8.10%	0.0786	8.10%	0.0850	8.00%	0.0918	7.70%	0.0989
Commercial Base Rate	15.00	8.10%	16.22	8.10%	17.53	8.10%	18.95	8.00%	20.46	7.70%	22.04
Booster Stations Electric	22.31	8.10%	24.12	8.10%	26.07	8.10%	28.18	8.00%	30.44	7.70%	32.78
100-Watt Yard Light Electric	10.81	8.10%	11.69	8.10%	12.63	8.10%	13.66	8.00%	14.75	7.70%	15.88
200-Watt Yard Light	11.10	8.10%	12.00	8.10%	12.97	8.10%	14.02	8.00%	15.14	7.70%	16.31
400-Watt Lights	26.18	8.10%	28.30	8.10%	30.59	8.10%	33.07	8.00%	35.72	7.70%	38.47
Charges for each KW Hour - Commercial	0.0744	8.10%	0.0804	8.10%	0.0869	8.10%	0.0940	8.00%	0.1015	7.70%	0.1093
Base Rate - Senior/Disabled	5.04	8.10%	5.45	8.10%	5.89	8.10%	6.37	8.00%	6.88	7.70%	7.41
SR/Disabled charge for each KW hour	0.0471	8.10%	0.0509	8.10%	0.0551	8.10%	0.0595	8.00%	0.0643	7.70%	0.0692
Low Income SR/Disability Yard Light	7.87	8.10%	8.51	8.10%	9.20	8.10%	9.94	8.00%	10.74	7.70%	11.56
One-time processing fee for smart meter "opt out"	-	8.10%	100.00	8.10%	108.10	8.10%	116.86	8.00%	126.20	7.70%	135.92
Monthly charge for manual read - smart meter "opt out"	-	8.10%	15.00	8.10%	16.22	8.10%	17.53	8.00%	18.93	7.70%	20.39

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CITY OF MILTON

STATUS REPORT ON ELECTRIC UTILITY RATE STUDY

APRIL 08, 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 – Present Updated 5-Year Electric Budget**
- **Comparison to Tacoma Public Utilities Rates**
- **Proceed with Rate Design for Implementation Later in CY 2019**

STATUS OF CURRENT RATE STUDY

- 20 year \$5 million loan/repayment schedule per bank
- Reduced pole replacement budget to \$175K per year
- Use fund 401 to smooth rate increases across years
- **Budget (Revenue Requirement) Assumptions**
- 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; \$3.7M 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc. Cable Replacement - City Wide	\$ 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	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 875,000
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 reconfiguration	\$ 166,667	\$ 166,667	\$ 166,667			\$ 500,000
Total	\$ 2,810,000	\$ 2,810,000	\$ 2,660,000	\$ 660,000	\$ 660,000	\$ 9,600,000

STATUS OF CURRENT RATE STUDY (CONT'D)

- **Budget (Revenue Requirement) Assumptions (cont'd)**
 - External funding of CIP
 - Draw down funds 402 and 409
 - Twenty year, \$5M loan at 3.47% interest
 - No updates to operating and maintenance expenses from last time
 - 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

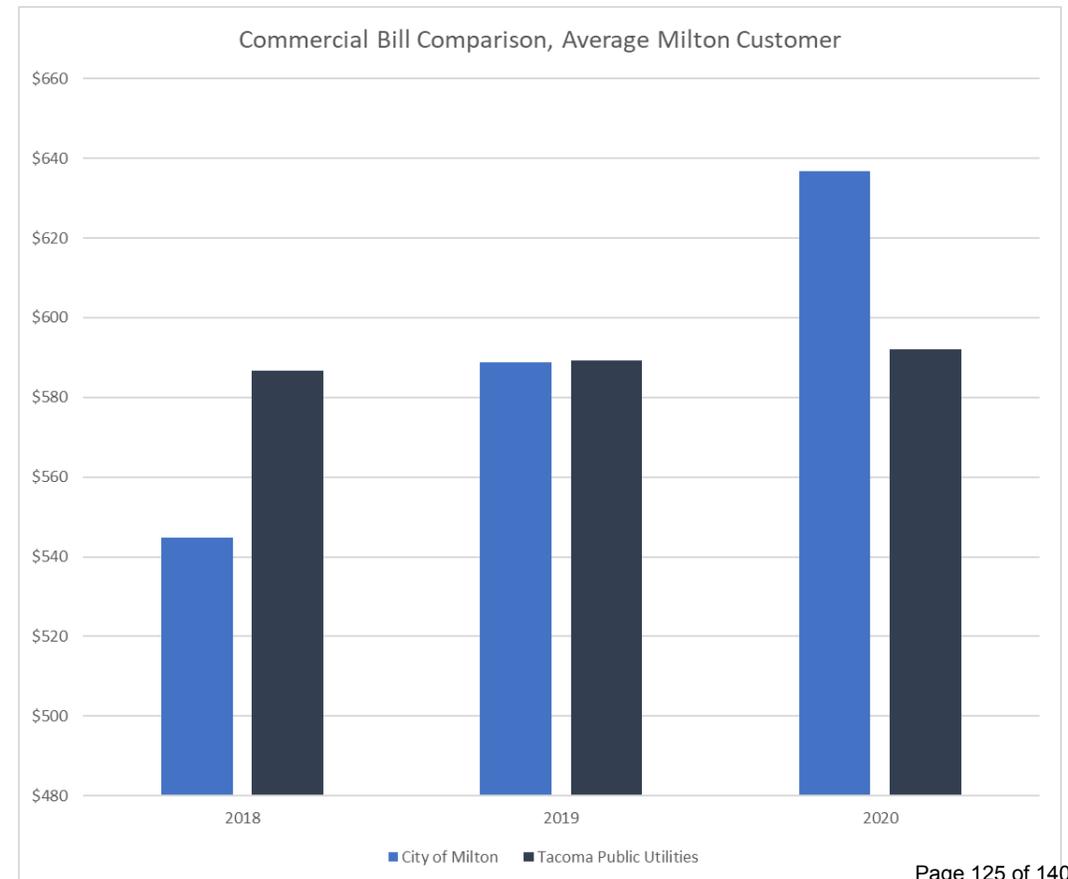
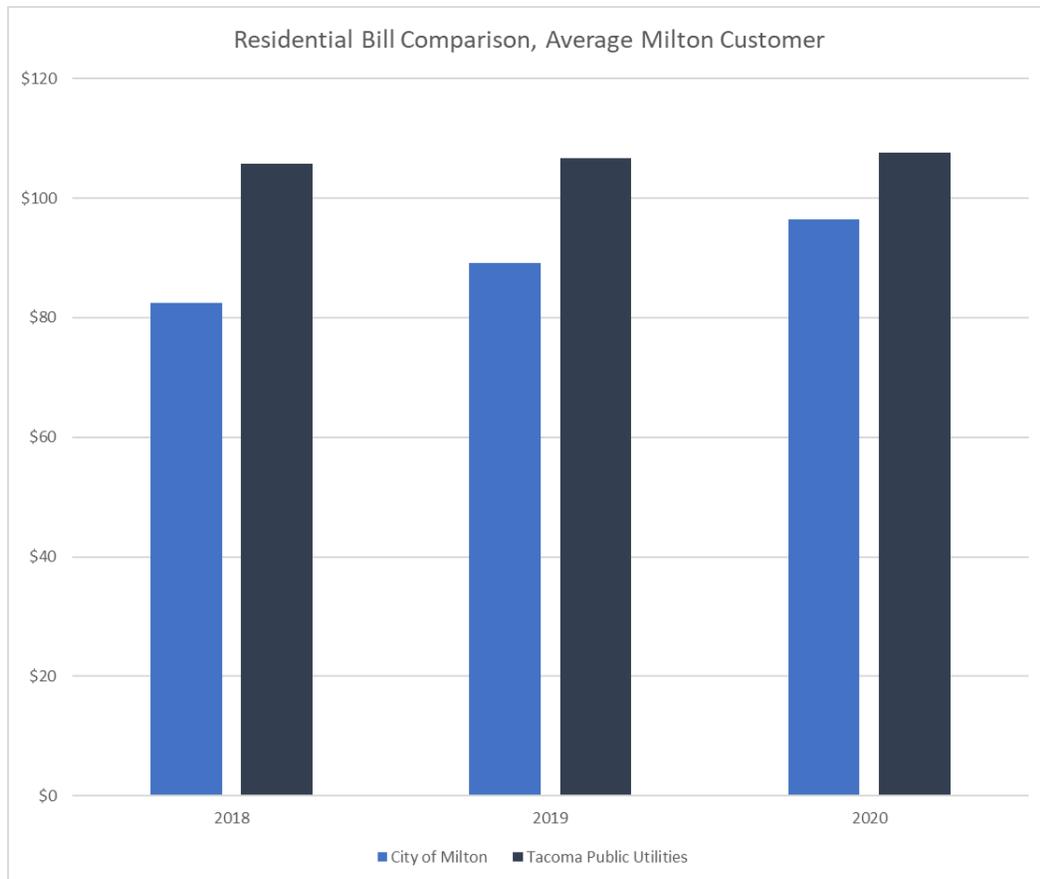
Summary of the Revenue Requirement					
3 Year Substation Construction, 20 year loan, \$175k/year pole replacement					
Revenues	2019	2020	2021	2022	2023
Present Rate Revenues	\$4,472,994	\$4,495,359	\$4,517,836	\$4,540,425	\$4,563,127
Other Income	122,451	126,002	129,656	133,416	137,285
Total Revenues	\$4,595,445	\$4,621,361	\$4,647,492	\$4,673,841	\$4,700,413
Expenses					
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	470,027
Taxes	434,935	437,110	439,295	441,492	443,699
Transfer To (From) Electric Fund 401	-335,000	-410,000	-145,000	235,000	512,226
Debt Service	54,942	391,692	414,825	406,150	397,475
Total Expenses	\$4,956,813	\$5,349,981	\$5,747,475	\$6,144,705	\$6,529,324
Surplus (Deficiency) in Funds	(\$361,368)	(\$728,620)	(\$1,099,983)	(\$1,470,864)	(\$1,828,911)
Total Required Revenue Increase (Decrease)	7.9%	7.9%	7.9%	7.8%	7.4%
Present Rate Revenues	\$4,472,994	\$4,495,359	\$4,517,836	\$4,540,425	\$4,563,127
Rev Req (Expenses less Other Income)	\$4,834,362	\$5,223,979	\$5,617,819	\$6,011,289	\$6,392,039
Surplus (Deficiency) in Funds	(\$361,368)	(\$728,620)	(\$1,099,983)	(\$1,470,864)	(\$1,828,911)
Required Retail Rate Increase (Decrease)	8.1%	8.1%	8.1%	8.0%	7.7%

COMPARISON TO TACOMA PUBLIC UTILITIES

- Residential rates increase by 0.9% and Small General at 0.7%
- Nothing published past 2020, assume increases continue through 2023

Flat Rate Adjustment Comparison to TPU 2018 - 2020			
	2018	2019	2020
Tacoma Public Utilities			
Residential		0.9%	0.9%
Customer	\$ 16.50	\$ 16.90	\$ 17.30
per-kWh	\$ 0.0798	\$ 0.0802	\$ 0.0807
Small General		0.7%	0.7%
Customer	\$ 22.50	\$ 23.00	\$ 23.50
per-kWh	\$ 0.0792	\$ 0.0795	\$ 0.0798
City of Milton			
Residential		8%	8%
Customer	\$ 7.20	\$ 7.78	\$ 8.41
per-kWh	\$ 0.0673	\$ 0.0727	\$ 0.0787
Commercial		8%	8%
Customer	\$ 15.00	\$ 16.21	\$ 17.53
per-kWh	\$ 0.0744	\$ 0.0804	\$ 0.0869

COMPARISON TO TACOMA PUBLIC UTILITIES (CONT'D)



OPTIONS GOING FORWARD/NEEDED POLICY DIRECTION

- **Finalize CIP and Financing**
- **For How Long and at What Level Do You Want to Set Rates?**
- **When Would You Like to Implement New Rates?**

ATTACHMENT 1

EXAMPLE UTILITY CHARGES FOR OP-OUT PROGRAM

Peninsula Light

\$240.00 Opt-Out Fee with \$100 Monthly Charge

Seattle City Light

\$84.21 Opt-out Fee with \$15.87 Monthly Charge

Avista(Spokane)

\$75 Opt-out Fee with \$5 Monthly Charge

Pacific Power

\$0 Opt-Out Fee with \$36 Monthly Charge

Ashland (Oregon)

\$125 Opt-Out Fee with \$20 Monthly Charge

Pacific Gas and Electric

\$90 Opt-Out Fee with \$15 Monthly Charge

Puget Sound Energy

In process of implementing program

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Agenda Item # 9H

To: City Council Members
From: Mayor Styron Sherrell
Date: May 6, 2019
Re: **Community Building**

ATTACHMENTS: Revenue vs Expense
Appraisal
Letter from Future Homes
List of Repairs/Replacements

TYPE OF ACTION:

Information Only Discussion Action Public Hearing

Fiscal Impact/Source of Funds: Varies

Issue: The Milton Community Building needs major repair and renovation for the City to be able to continue to rent the facility out for use. The facility does not generate enough revenue in rental income to warrant the expense of the necessary repairs to keep the facility operating.

The Council discussed, at the 2019 Council retreat, the possibility of surplusing the facility after reviewing the list of expenses to repair and renovate the property. There are three options:

1. Keep, repair, and maintain the Milton Community Building. Budget amendment will have to be done for immediate repair of the roof. Rental rates would need to be increased.
2. Surplus the building for potential income. Potential use of space would be added to the Parks Board agenda.
3. Lease the building to a non-profit or business.
 - a. The VFW Post 11401 has suggested a 20-year lease for the Milton Community Building, for a nominal price. This lease would include repairs and maintenance to the building be done by VFW. All utilities would be paid for by VFW through the allowance of rental income. VFW Post 11401 is not interested in moving their monthly meeting to the Milton Activity Center.

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Community Building Revenues VS Expenses

	2017	2018	2019 YTD*
Rental Revenue	<u>2,425</u>	<u>3,095</u>	<u>1,350</u>
Utilities	1,208	3,038	854
Repairs & Maintenance	<u>407</u>	<u>52</u>	<u>-</u>
Direct expenses	<u>1,615</u>	<u>3,090</u>	<u>854</u>

*Through 4/29/19, note that revenue total includes all rentals which have been paid for, regardless of whether they have occurred yet.

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Reference Number 420483

Edition Mar-Apr 2019

Date 04/08/2019

Year Mfg'd	Manufacturer	Trade Name	State	Region
2000	NASHUA HOMES	NASHUA	WA	PA

Floor Areas: Triple-Wide

	Width	x	Length	Total Value
Main Floor Area:	41	x	54	\$18,254.04

1. Base Structure Value		\$18,254.04
2. State Location Adjustment	x 104 %	
3. Total Guide Book Retail Value (in average condition)		\$18,984.20
4. Condition Adjustment Selected: Poor	x 61 %	
5. Condition Adjusted Value		\$11,580.36
6. Total Adjusted Value of Home		\$11,580.36
7. Total Additional Features	+ \$3,774.20	
8. Total Adjusted (Retail) Value of Home and Optional Equipment		\$15,354.56

Comments: This value report was produced by using NADAguides.com's Manufactured Housing Online Request Form. This is an automated valuation tool that generates value reports based on user-selected home criteria.

The value indication of this value report represents the depreciated replacement cost of the home and added features in retail dollars, and does not include adjustments for land, community "in place location value", or local market comparable sales.

This is not an appraisal form.

Disclaimer

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Reference Number 420483

Edition Mar-Apr 2019

Date 04/08/2019

Year Mfg'd	Manufacturer	Trade Name	State	Region
2000	NASHUA HOMES	NASHUA	WA	PA

ADDITIONAL FEATURES

Description	Quantity	Unit of Measure	Age	Unit Price	Total Value
<u>Components</u>					
BATH FIXTURES					
Fiberglass Tub - Combo	1	ea.	5+ Yrs	\$191.00	\$191.00
Total BATH FIXTURES					\$191.00
DOORS					
Storm Doors - Multi-wide	1	all	5+ Yrs	\$108.00	\$108.00
Storm Doors - Third/Tag-A-Long Section	1	all	5+ Yrs	\$28.00	\$28.00
Sliding Glass Door (6' x 6')	1	ea.	5+ Yrs	\$159.00	\$159.00
Deluxe House Type Exterior Door	1	ea.	5+ Yrs	\$99.00	\$99.00
Total DOORS					\$394.00
ELECTRICAL					
Electric Home - Total	1	ea.	5+ Yrs	\$363.00	\$363.00
Total ELECTRICAL					\$363.00
HOUSE TYPE ROOFING					
Multi-wide	1	home	5+ Yrs	\$617.00	\$617.00
Third/Tag-A-Long Section	1	home	5+ Yrs	\$105.00	\$105.00
Total HOUSE TYPE ROOFING					\$722.00
HOUSE TYPE SIDING					
Multi-wide	1	home	5+ Yrs	\$661.00	\$661.00
Third/Tag-A-Long Section	1	home	5+ Yrs	\$93.00	\$93.00
Total HOUSE TYPE SIDING					\$754.00
INTERIOR					
Cathedral/Vaulted Ceiling Rooms	2	ea.	5+ Yrs	\$121.00	\$242.00
Total INTERIOR					\$242.00



Reference Number 420483

Edition Mar-Apr 2019

Date 04/08/2019

Year Mfg'd	Manufacturer	Trade Name	State	Region
2000	NASHUA HOMES	NASHUA	WA	PA

Components

KITCHEN APPLIANCES

18 CF Refrigerator	1	ea.	5+ Yrs	\$256.00	\$256.00
Dishwasher	1	ea.	5+ Yrs	\$177.00	\$177.00
Total KITCHEN APPLIANCES					\$433.00

PLUMBING

Stainless Steel Sink	1	ea.	5+ Yrs	\$92.00	\$92.00
Total PLUMBING					\$92.00

WINDOWS

Storm Windows (Std or Self-Storing) - Multi-wide	1	all	5+ Yrs	\$266.00	\$266.00
Storm Window (Std or Self-Storing) - Third/Tag-A-Long Section	1	all	5+ Yrs	\$27.00	\$27.00
Total WINDOWS					\$293.00

Total Components

\$3,484.00

Accessories

PORCHES/DECKS (Measure Width x Length Including Carpet & Rails)

Wood w/Rails	5	sq. ft.	5+ Yrs	\$9.84	\$49.20
Total PORCHES/DECKS (Measure Width x Length Including Carpet & Rails)					\$49.20

STEPS

Wood - 3 Steps	1	ea.	5+ Yrs	\$241.00	\$241.00
Total STEPS					\$241.00

Total Accessories

\$290.20

Total Additional Features

\$3,774.20

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In reference to the 3-piece manufactured home that you have available.

Future Homes will take the home for you and pay \$3,000 for said home.

Future Homes would expect that the City of Milton provide all disconnects of electric, gas, telephone, and water and to dig around home to aprox 4 ft out on perimeter exposing skirting to the bottom and then to remove all decks, steps, and ramps.

Future Homes will obtain all permits necessary to move home and will take all care in the process of doing so, keeping in mind we will have machines operating on grass and blacktop, there are curbs that need to be crossed again I say all care will be taken but Future homes cannot be held responsible for damage to these items.

Yours Sincerely

Dwane henning.

Ph. 360-479-4663.

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COMMUNITY BUILDING DEFICIENCIES

IMMEDIATE REPAIRS:

1. Front porch and ADA ramp are deteriorated and are in need of replacement. - \$4,200
2. Roof needs replacement - \$13,000
3. Entire building exterior needs pressure washing. - \$750
4. New Signage - \$600

Estimated Cost- \$18,550

FUTURE REPAIRS OR IMPROVMENTS:

5. Flooring and carpet and trim need replacement - \$12,000
6. Furniture: Couch and loveseat are deteriorated and need replacement – \$1,400
7. Entire building exterior needs pressure washing. - \$750
8. The structure does not have air conditioning - \$7,800
9. Lighting needs updated - \$5,000
10. Linoleum in the bathroom needs replacing. - \$2,000
11. Exterior trim needs refastened, caulked and repainted - \$4,500
12. Skirting of the building has some damage that needs to be repaired and repainted. - \$2,000
13. Replace fence that is falling; needs replacing -\$12,500 (estimate was for three sides, only 2. Actual cost would decrease)

Estimated Cost- \$47,950

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