



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

August 19, 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. Consent Agenda**

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

A. Minutes Approval:

- i. August 5, 2019
- ii. August 12, 2019

B. Claims Approval:

- i. Approval of checks/vouchers/disbursements numbered 65717 to 65773 in the amount of \$360,467.03.
- ii. Approval of the payroll disbursement of August 5, 2019 in the amount of \$236,128.12.

6. Regular Agenda

A. Brightview Landscaping Contract Update

B. Police Surplus Resolution 19-1923 1st and 2nd read

C. Pierce County Maintenance Agreement

7. Council Reports

8. Directors Reports

9. Mayor's Report

10. Adjournment



Regular Meeting
Monday, August 5, 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 Tompkins, Johnson, Morton and Whalen

Absent: Councilmembers Ott and Whitaker

STAFF PRESENT

Police Chief Hernandez, Public Works Director Afzali and Finance Director Dunford, City Engineer/Surface Water Compliance Inspector Carter and City Clerk Trisha Summers.

ADDITIONS/DELETIONS

MOTION(Tompkins/Johnson) “to excuse Councilmembers Ott and Whitaker from tonight’s meeting.” **Passed 6/0**

CITIZEN PARTICIPATION

| Speaker | Comments |
|-------------------|--|
| Jacqueline Whalen | <p>There was a dangerous fireworks situation and was calling non-emergency number and got no response. Called 911 and waited for quite some time for a response also. Drove to city hall to report the issue and was helped. Pleased to see the city information and contact numbers around for all to see but would like more information on how to be more proactive next year.</p> <p>Regarding the Six Year TIP plan, would like a more descriptive explanation of item 1.5, on item 1.7, would prefer not widening because narrow streets seem to calm traffic. Would like to see the description on item 4.5 amended to specify where unsignalized pedestrian crossing is happening.</p> |

| | |
|----------------|--|
| | Regarding the 9/11 Memorial, would like to see trees planted around the memorial area to shield it from view and allow a peaceful place of reflection for those who come and visit it. |
| Richard Cosner | Complimented the Six Year TIP presentation. Asked about overlays that are in the plan and if the plan could be more specific about which streets are included. Asked about parking not being addressed in section 4.3. |
| Frank Carucci | Would like more information on the street widening project as presented in the Six Year TIP plan under 1.7. Concerned that widening will invite more traffic and speeding which is already a problem on 23 rd . |
| Heather Popp | Inquired about whether the 9/11 Memorial Committee was a legitimate non-profit group to have an agreement with. Inquired about the cost of completion or deconstruction if the 9/11 committee was, for some reason, unable to complete the task. Does not think the city liable to pay for the cost if project is unable to be completed. Would like more information about oversight of written materials to be placed at the site. |
| Jack Chandler | Talked about the 9/11 memorial structure and the strengthening that has been done. The construction plan is complete and the process will begin when agreement has been approved. Landscaping is planned for the entire area. Thanked Council for working with the committee on this project. |

PROCLAMATION

Mayor Styron Sherrell read National Night Out 2019 Proclamation

CONSENT AGENDA

A. Check Approval Process

- a. Minutes Approval:
 - i. July 15, 2019 Study Session
- b. Claims Approval:
 - i. Approval of the checks/vouchers/disbursements numbered 65572 to 65709 in the amount of \$298,424.95.
 - ii. Approval of the payroll disbursement of July 19, 2019 in the amount of \$226,492.29.

MOTION (Morton/Johnson) to approve the Consent Agenda. **Passed 5/0.**

PUBLIC HEARINGS

Public Works Director Afzali gave an overview of tonight's public hearing and an explanation of the 2020-2025 Six Year Transportation Improvement Plan as presented to council on July 15, 2019.

Comments and clarifying questions were received from the public. Director Afzali answered questions from the public and noted their recommendations.

The Public Hearing was closed at 7:22 p.m.

REGULAR AGENDA

A. Six-Year Transportation Improvement Plan – Ordinance 2nd Read

Explanation of this item was covered in the Public Hearing portion of tonight's meeting.

Councilmember Whalen asked clarifying questions about sidewalks around Milton Way. Mr. Whalen also advised council that Porter Way is sliding and asked whether it was worthy of being added on the plan.

Councilmember Morton thanked Director Afzali for the plan being so easy to read and find things. Mr. Morton inquired whether items on 4.5 needed to be better described in order to qualify for granting opportunities.

Councilmember Johnson commented that she was glad to hear that 23rd is being widened up to standard but not for additional traffic. Mrs. Johnson also suggested that it would be nice to see sidewalk added when the road is widened on 23rd and there needs to be pedestrian crossing at 11th & Milton Way. Thanked Director Afzali for a well organized and clear report.

MOTION (Whalen/Morton) "to approve Resolution 19-1921, approving the proposed Transportation Improvement Program (TIP) for the years 2020 through 2025, as required under state law." **Passed 5/0**

B. Transportation Impact Fee – Ordinance 2nd Read

Public Works Director Afzali gave an overview of this item and how it is a required housekeeping item that will be reviewed and adjusted annually based on the Engineering News Record Construction Cost Index.

Councilmembers expressed that this change makes sense and that they are proud to be coming together to review index's yearly.

MOTION (Morton/Johnson) "to approve Ordinance 1972-19, revising Chapter 13.44.065 of the Milton Municipal Code as it relates to the calculation of Transportation Impact Fees; entering legislative findings; providing for severability and an effective date." **Passed 5/0.**

C. Appointive Offices & Employee Confirmation – Ordinance 1st & 2nd read

City Attorney W. Scott Snyder presented this item to council initially on June 10th. This ordinance will clean up redundant material in order for a more nimble and competitive hiring process.

Councilmembers expressed their appreciation for cleaning up the code and the process in which it's being done, being less expensive.

MOTION (Johnson/Morton) “to approve Ordinance 1971-19, repealing the provisions of Chapter 2.20 City Clerk/Treasurer; Chapter 2.45 Planning and Community Development Department; Chapter 2.08 City Attorney; Chapter 2.46 Public Works Department; Chapter 2.82 Personnel-Appointive Offices and Employees; Chapter 2.84 Personnel-Classification Plan; Chapter 2.86 Personnel – pay plan and compensation; and in their place adopting a new Chapter 2.82 Appointive Offices and Employees: confirmation required, and fixing a time when the same shall become effective.” **Passed 5/0**

D. 9/11 Memorial Ordinance 1st & 2nd read and donation agreement

Public Works Director Afzali presented this item to council. The 9/11 Memorial Committee would like to install and donate a 35-foot tall artifact in honor of the service, sacrifice and legacy of the police, fire fighter and first responder lives lost at Milton Community Park.

Councilmembers expressed that they were happy to see the paperwork coming through for this project, as it has been a long time coming. Councilmember Johnson would like the city to commit to planting trees in the area after the project is built as residents have requested in the past. There was some discussion about whether or not the Police Foundation should be placed on the agreement with the 9/11 Memorial Committee but it was determined that the Police Foundation only provided a bank account for the project and wasn't involved in any other way.

MOTION (Tompkins/Hutson) “to authorize the Mayor to sign the 9/11 donation agreement and to accept Ordinance 1973-19, accepting the donation and installation of 9/11 memorial at Milton Community park; providing for severability and establishing an effective date.” **Passed 5/0**

EXECUTIVE SESSION In at 8:38 p.m., out at 8:54 p.m.

Executive Session for planning or adopting the strategy or position to be taken by the City Council during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations for proceedings while in progress pursuant to RCW 42.30.140(4)(b) for approximately 10 mins.

Following the first session, there will be discussion regarding legal action the City is thinking of taking for an additional 15-20 mins.

COUNCIL REPORTS

Councilmember Morton

- Looking forward to National Night Out and Milton Days

Councilmember Tompkins

- Also looking forward to National Night Out and Milton Days. Will be in the PD Foundation booth for National Night Out. Sold raffle tickets for Milton Days and handed out 100 flyers last weekend.
- Getting started on First Annual Comedy for Cops.

Councilmember Johnson

- "Daisy Tracy" invited everyone to National Night Out.

Mayor Pro Tem Hutson

- Two great events coming up and looking forward to seeing everyone at them both.

DIRECTOR'S REPORTS

Police Chief Hernandez

- See you all tomorrow night

MAYOR'S REPORT

- Thanked all for their support of the Teddy Bear drive. Thank you to Mill Ridge Village for hosting.
- Hope to see you all at National Night Out.
- Milton Days is around the corner, get your raffle tickets. Will have tickets at National Night Out.
- It's very busy at the city right now so be patient, you aren't being ignored.
- May be able to cancel the September 16th meeting.

ADJOURNMENT

The meeting was adjourned at 9:00 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

This Page Left Intentionally Blank



Study Session
Monday, August 12, 2019
7:00 p.m.

CALL TO ORDER

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

ROLL CALL

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

Absent: Councilmember Morton

STAFF PRESENT

Police Chief Hernandez, Finance Director Dunford and City Clerk Trisha Summers.

PRESENTATION

Kanon Electric

Events Committee Chair April Balsley introduced Jim and Helen, owners of Kanon Electric. Jim spoke about their love and support for the Milton community and their sponsorship of Milton Days as a reflection of that. Kanon Electric made a donation of \$2,000 to the City of Milton for Milton Days.

2020 Census

Lorraine Ralston from the U.S. Census Bureau gave a brief presentation about the census and why it's important to the city. Ms. Ralston asked the city council to encourage those in the community to self-initiate to be counted as part of the 2020 census. Ms. Ralston also asked the city to participate in hosting events or outreach to make it easier for hard to reach populations to be counted.

REGULAR AGENDA

A. 2nd Quarter 2019 Financial Update

Explanation of this item was covered by Finance Director Tara Dunford. Director Dunford went through the financial reports line by line, highlighting any areas of interest to council. The street fund is the only area that may need a potential budget amendment later in the year but it's too soon to know at this time.

Councilmembers asked clarifying questions and were happy with the status of the budget.

B. Community Building

This item was presented by Mayor Styron Sherrell. This item has been brought to council in January, March and May of 2019. Mayor presented council with three options regarding the Community Building. Council discussed keeping the building and repairing it, selling the building and using the property to construct something else or leasing the building to a third party. The City Attorney does not recommend leasing the building to a third party because the city would lose control of it and also would have to reimburse any tenant improvements that were done.

Council asked the Mayor to get some clarification of what can be done to the building with volunteer labor and donations.

ADJOURNMENT

The meeting was adjourned at 8:50 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

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

Claim Vouchers:

| Dates | Check # | Amount |
|-----------|-------------|------------|
| 7/31/2019 | EFT | 20,178.00 |
| 8/2/2019 | 65717-65732 | 8,075.26 |
| 8/9/2019 | 65733-65773 | 129,640.10 |
| 8/12/2019 | EFT | 202,573.67 |

Payroll Disbursements:

| Date | Check # | Amount |
|----------|----------------------|------------|
| 8/5/2019 | 65710-65716, ACH/EFT | 236,128.12 |

Total Accounts Payable:

\$ 360,467.03

Total Payroll:

\$ 236,128.12

Voids - none

Printer Error Checks - none

CHECK REGISTER

City Of Milton
MCAG #: 0590

07/30/2019 To: 08/12/2019

Time: 09:36:07 Date: 08/13/2019
Page: 1

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|---------------|----------|--------------|---|-------------------|---|
| 4975 | 08/12/2019 | Claims | 1 | EFT | BONNEVILLE POWERADMINISTRATION | 197,278.00 | Monthly Power |
| | | | | | 401 - 533 50 33 000 - BPA-Electricity for Resale | 197,278.00 | Monthly Power - June 2019 |
| 4976 | 08/12/2019 | Claims | 1 | EFT | CHASE PAYMENTECH | 3,430.37 | Credit Card Processing |
| | | | | | 406 - 531 10 41 000 - Professional Services | 1,143.46 | Credit Card Processing |
| | | | | | 401 - 533 10 41 000 - Professional Services | 1,143.46 | Credit Card Processing |
| | | | | | 403 - 534 10 41 000 - Professional Services | 1,143.45 | Credit Card Processing |
| 4977 | 08/12/2019 | Claims | 1 | EFT | COLUMBIA BANK | 581.43 | Service Charges |
| | | | | | 001 - 512 50 41 000 - Professional Services | 28.80 | Service Charges |
| | | | | | 001 - 514 20 41 000 - Professional Services | 552.63 | Service Charges |
| 4978 | 08/12/2019 | Claims | 1 | EFT | MERCHANT CARD SVCS | 158.29 | Merchant Fees Court |
| | | | | | 001 - 512 50 41 000 - Professional Services | 158.29 | Merchant Fees Court |
| 4825 | 08/02/2019 | Claims | 1 | 65717 | 911 SUPPLY | 1,390.22 | Police TRT Material |
| | | | | | 107 - 521 20 35 006 - Metro Services Small Tools & | 1,390.22 | Armor Panel, Vest & Name Panels |
| 4826 | 08/02/2019 | Claims | 1 | 65718 | ANIXTER INC | 136.50 | Electrical Material |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 136.50 | Steel Reinforced Aluminum Conductor |
| 4827 | 08/02/2019 | Claims | 1 | 65719 | CHUCKALS | 157.56 | Office Supplies |
| | | | | | 001 - 514 20 31 000 - Office and Operating Supplie: | 157.56 | Paper, Deposit Bags, Pocket Folders, Post It Notes |
| 4828 | 08/02/2019 | Claims | 1 | 65720 | CLEARRESULT CONSULTING-PORTLAND | 74.73 | BPA Incentive Program |
| | | | | | 401 - 533 50 33 006 - BPA Reimbursement/Incentiv | 74.73 | BPA Incentive- Conservation Kits |
| 4829 | 08/02/2019 | Claims | 1 | 65721 | EVERGREEN EQUIPMENT CO INC | 1,117.69 | PW Material; PW Material; Storm Material; Storm Material |
| | | | | | 406 - 531 30 31 000 - Operating Supplies | 110.19 | Safety Chaps |
| | | | | | 406 - 531 30 31 000 - Operating Supplies | 95.86 | Chain,Files,File Handle, Chain Guide |
| | | | | | 406 - 531 30 48 000 - Repairs and Maintenance | 91.27 | Storm Pole Chainsaw Repair Items Plus Labor |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplie: | 142.61 | Backpack Blower, Engine Oil |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplie: | 72.94 | Wedges 8, 10, 12 Inch |
| | | | | | 403 - 534 50 35 000 - Small Tools and Equipment | 440.75 | Backpack Blower, Engine Oil |
| | | | | | 101 - 542 30 31 000 - Office and Operating Supplie: | 35.65 | Backpack Blower, Engine Oil |
| | | | | | 101 - 542 30 31 000 - Office and Operating Supplie: | 18.23 | Wedges 8, 10, 12 Inch |
| | | | | | 101 - 542 30 35 000 - Small Tools and Equipment | 110.19 | Backpack Blower, Engine Oil |
| 4830 | 08/02/2019 | Claims | 1 | 65722 | FIDELITY SOLUTIONS, INC. | 642.92 | Radio Reprogramming |
| | | | | | 107 - 521 20 41 000 - Professional Services | 642.92 | Radio Reprogramming |
| 4831 | 08/02/2019 | Claims | 1 | 65723 | GRAINGER INC | 373.08 | Fleet Material |
| | | | | | 501 - 548 30 35 000 - Small Tools & Equipment | 373.08 | Safety Stand For Car Lift |
| 4832 | 08/02/2019 | Claims | 1 | 65724 | HONEY BUCKET | 162.40 | Monthly Rental |
| | | | | | 001 - 576 80 45 000 - Operating Rentals and Leases | 162.40 | Monthly Rental - Interurban Trail |
| 4833 | 08/02/2019 | Claims | 1 | 65725 | JET CHEVROLET INC. | 169.33 | Electric Material |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 169.33 | #24 Battery |
| 4834 | 08/02/2019 | Claims | 1 | 65726 | LES SCHWAB EDGEWOOD | 869.93 | Fleet Repair & Maintenance |
| | | | | | 001 - 518 30 48 001 - Vehicle R&M | 86.99 | #20 Tires |
| | | | | | 406 - 531 30 48 001 - Vehicle Repair & Maint | 217.48 | #20 Tires |
| | | | | | 401 - 533 50 48 001 - Vehicle R&M | 260.98 | #20 Tires |
| | | | | | 403 - 534 50 48 000 - Repairs and Maintenance | 260.98 | #20 Tires |
| | | | | | 101 - 542 30 48 000 - Repairs and Maintenance | 43.50 | #20 Tires |
| 4835 | 08/02/2019 | Claims | 1 | 65727 | MT. VIEW EDGEWOOD WATER CO. | 453.13 | Water Intertie |

CHECK REGISTER

City Of Milton
MCAG #: 0590

07/30/2019 To: 08/12/2019

Time: 09:36:07 Date: 08/13/2019
Page: 2

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|---------------|---|--------------|--|------------------|---|
| | | | 403 - 534 51 47 001 - Public Utility Services | | | 453.13 | Intertie Ready To Serve Fees |
| 4836 | 08/02/2019 | Claims | 1 | 65728 | O'REILLY/FIRST CALL | 98.04 | Fleet Material |
| | | | 501 - 548 30 31 000 - Office & Operating Supplies | | | 98.04 | #16 Oil Filter, Air Filter, Pad, Motor Oil |
| 4837 | 08/02/2019 | Claims | 1 | 65729 | SIX ROBBLEES' INC. | 533.65 | PW Material |
| | | | 401 - 533 50 31 000 - Operating Supplies | | | 414.96 | Air Hose |
| | | | 501 - 548 30 35 000 - Small Tools & Equipment | | | 118.69 | #24 LED Lighting |
| 4838 | 08/02/2019 | Claims | 1 | 65730 | SYSTEMS FOR PUBLIC SAFETY, INC. | 1,425.19 | Police Purchase |
| | | | 107 - 521 20 48 001 - Vehicle Repairs and Maintena | | | 1,425.19 | Lighted Bumper, Bumper Brush Guard |
| 4839 | 08/02/2019 | Claims | 1 | 65731 | TACOMA SCREW PRODUCTS INC. | 398.75 | PW Material; PW Supplies |
| | | | 406 - 531 30 31 000 - Operating Supplies | | | 37.48 | #47 O-rings |
| | | | 501 - 548 30 31 000 - Office & Operating Supplies | | | 178.43 | Air Hose And Service Fittings |
| | | | 501 - 548 30 31 000 - Office & Operating Supplies | | | 133.31 | Battery Bolt & Nuts, Cable Ties, Tubing, Wire, Tape |
| | | | 501 - 548 30 35 000 - Small Tools & Equipment | | | 49.53 | Grease Gun |
| 4840 | 08/02/2019 | Claims | 1 | 65732 | TIMCO INC. | 72.14 | Storm Material |
| | | | 406 - 531 30 35 000 - Small Tools and Equipment | | | 72.14 | Tape Measures, Water Nozzles |
| 4884 | 08/09/2019 | Claims | 1 | 65733 | 911 SUPPLY | 3,871.96 | Police Uniforms; Police Uniform; Police Uniform; Police Uniforms |
| | | | 107 - 521 20 20 002 - Uniforms | | | 1,287.00 | Uniform - Schinkal |
| | | | 107 - 521 20 20 002 - Uniforms | | | 1,258.36 | Uniform - Arnhold |
| | | | 107 - 521 20 20 002 - Uniforms | | | 1,310.10 | Uniform - Worley |
| | | | 107 - 521 20 20 002 - Uniforms | | | 16.50 | Uniform - Worley |
| 4885 | 08/09/2019 | Claims | 1 | 65734 | AHBL, INC | 10,270.00 | Planning Services; Planning Services; Planning Services |
| | | | 001 - 558 60 41 000 - Professional Services | | | 7,190.00 | On Site Planning - June 2019 |
| | | | 001 - 558 60 41 000 - Professional Services | | | 2,345.00 | Engineering Services - Lloyds Bridge Master Plan |
| | | | 001 - 558 60 41 000 - Professional Services | | | 735.00 | Engineering Services - 6 Year CIP 2019 Update |
| 4886 | 08/09/2019 | Claims | 1 | 65735 | ASPLUNDH TREE EXPERT, LLC | 15,720.56 | Tree Trimming; Tree Trimming; Tree Trimming |
| | | | 402 - 594 33 62 142 - Tree Trimming | | | 6,355.12 | Tree Trimming |
| | | | 402 - 594 33 62 142 - Tree Trimming | | | 5,351.68 | Tree Trimming |
| | | | 402 - 594 33 62 142 - Tree Trimming | | | 4,013.76 | Tree Trimming |
| 4887 | 08/09/2019 | Claims | 1 | 65736 | BRIGHTVIEW LANDSCAPES, LLC | 6,118.13 | Monthly Grounds Maintenance |
| | | | 101 - 542 30 41 000 - Professional Services | | | 611.81 | Grounds Maintenance Parks - Aug 2019 |
| | | | 001 - 576 80 41 000 - Professional Services | | | 5,506.32 | Grounds Maintenance Parks - Aug 2019 |
| 4888 | 08/09/2019 | Claims | 1 | 65737 | BUDGET BATTERIES | 193.28 | Police Material; Fleet Material; Fleet Material |
| | | | 107 - 521 20 35 000 - Small Tools and Equipment | | | 59.30 | Battery For Portable Reader Sign |
| | | | 406 - 531 30 31 000 - Operating Supplies | | | 23.72 | #33 Batteries |
| | | | 401 - 533 50 31 000 - Operating Supplies | | | 15.82 | #33 Batteries |
| | | | 403 - 534 50 31 000 - Office and Operating Supplie: | | | 23.72 | #33 Batteries |
| | | | 101 - 542 30 31 000 - Office and Operating Supplie: | | | 15.82 | #33 Batteries |
| | | | 501 - 548 30 31 000 - Office & Operating Supplies | | | 54.90 | Portable Chemical Sprayer Battery |
| 4889 | 08/09/2019 | Claims | 1 | 65738 | BUENAVISTA SERVICES, INC. | 825.00 | Janitorial Services |
| | | | 001 - 518 30 41 000 - Professional Services | | | 425.50 | Janitorial Services - June 2019 |
| | | | 107 - 521 20 41 000 - Professional Services | | | 185.00 | Janitorial Services - June 2019 |

CHECK REGISTER

City Of Milton
MCAG #: 0590

07/30/2019 To: 08/12/2019

Time: 09:36:07 Date: 08/13/2019
Page: 3

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|---------------|---------------------|--------------|---|------------------|--|
| | | | 401 - 533 10 41 000 | | Professional Services | 214.50 | Janitorial Services - June 2019 |
| 4890 | 08/09/2019 | Claims | 1 | 65739 | CDW GOVERNMENT, INC. | 112.14 | Water Material |
| | | | 403 - 534 51 31 000 | | Operating Supplies | 112.14 | Keyboard & Cover For Surface |
| 4891 | 08/09/2019 | Claims | 1 | 65740 | CHUCKALS | 212.40 | Copy Paper; PW Material |
| | | | 001 - 513 10 31 000 | | Office and Operating Supplie: | 35.82 | Copy Paper |
| | | | 406 - 531 30 31 000 | | Operating Supplies | 44.15 | Forms |
| | | | 401 - 533 50 31 000 | | Operating Supplies | 44.15 | Forms |
| | | | 403 - 534 50 31 000 | | Office and Operating Supplie: | 44.15 | Forms |
| | | | 101 - 542 30 31 000 | | Office and Operating Supplie: | 44.13 | Forms |
| 4892 | 08/09/2019 | Claims | 1 | 65741 | CONSOLIDATED SUPPLY CO. | 2,858.05 | Ditching Material |
| | | | 407 - 594 31 63 133 | | Citywide Ditch/Culvert Projec | 2,858.05 | Pipe With Gasket |
| 4893 | 08/09/2019 | Claims | 1 | 65742 | CRIMINAL JUSTICE TRAINING COMMISSION | 250.00 | Training |
| | | | 107 - 521 40 49 002 | | Misc/Trng, Registrations | 250.00 | Recertification DT Master Instructor - Peterson |
| 4894 | 08/09/2019 | Claims | 1 | 65743 | DAILY JOURNAL OF COMMERCE | 508.20 | Bid Notice |
| | | | 407 - 594 31 63 112 | | Taylor St Pipe Installation | 508.20 | Bid Notice |
| 4895 | 08/09/2019 | Claims | 1 | 65744 | EFFICIENCY INC. | 682.48 | Maintenance Agreement |
| | | | 001 - 511 60 41 000 | | Professional Services | 682.48 | Maintenance Agreement Council Recording Software |
| 4896 | 08/09/2019 | Claims | 1 | 65745 | FERGUSON ENTERPRISES, INC. #1539 | 20,396.35 | Meters |
| | | | 404 - 594 34 64 123 | | Meter Replacement | 20,396.35 | Water Meters |
| 4897 | 08/09/2019 | Claims | 1 | 65746 | FIFE SERVICE & TOWING INC. | 318.71 | Tow Services |
| | | | 107 - 521 20 41 000 | | Professional Services | 318.71 | Tow Service |
| 4898 | 08/09/2019 | Claims | 1 | 65747 | G.W. INC. | 1,025.37 | Police Material |
| | | | 107 - 521 20 35 000 | | Small Tools and Equipment | 512.68 | Firearm |
| | | | 107 - 521 20 35 006 | | Metro Services Small Tools & | 512.69 | Firearm |
| 4899 | 08/09/2019 | Claims | 1 | 65748 | MILES RESOURCES | 141.89 | Street Material |
| | | | 101 - 542 30 31 000 | | Office and Operating Supplie: | 141.89 | Cold Mix For Street Repair |
| 4900 | 08/09/2019 | Claims | 1 | 65749 | MILO'S LOCKSMITH CO. INC. | 10.00 | Facility Maintenance |
| | | | 001 - 518 30 48 000 | | Repairs & Maintenance | 10.00 | Lock Drilled |
| 4901 | 08/09/2019 | Claims | 1 | 65750 | CITY OF MILTON | 14,806.76 | Utility Bill |
| | | | 001 - 518 30 47 000 | | Public Utility Service | 205.02 | City Utility Bill |
| | | | 107 - 521 20 47 000 | | Utilities | 387.51 | City Utility Bill |
| | | | 406 - 531 30 47 000 | | Public Utility Services | 146.81 | City Utility Bill |
| | | | 401 - 533 50 47 000 | | Public Utility Services | 801.50 | City Utility Bill |
| | | | 403 - 534 50 47 000 | | Public Utility Services | 3.93 | City Utility Bill |
| | | | 403 - 534 51 47 001 | | Public Utility Services | 9,710.86 | City Utility Bill |
| | | | 101 - 542 30 47 000 | | Utilities | 1,749.28 | City Utility Bill |
| | | | 001 - 558 50 47 000 | | Public Utility Services | 48.61 | City Utility Bill |
| | | | 001 - 558 60 47 000 | | Public Utilities | 33.42 | City Utility Bill |
| | | | 001 - 575 50 47 000 | | Public Utilities Services - CB | 69.45 | City Utility Bill |
| | | | 001 - 575 50 47 002 | | Public Utilities Services - AC | 456.29 | City Utility Bill |
| | | | 001 - 576 80 47 000 | | Public Utility Service | 1,194.08 | City Utility Bill |
| 4902 | 08/09/2019 | Claims | 1 | 65751 | NAVIA BENEFIT SOLUTIONS | 50.00 | FSA Monthly Admin Fee |

CHECK REGISTER

City Of Milton
MCAG #: 0590

07/30/2019 To: 08/12/2019

Time: 09:36:07 Date: 08/13/2019
Page: 4

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|---------------|-----------------------|--------------|--|------------------|--|
| | | | 001 - 517 30 49 000 - | | FSA Plan Fees | 50.00 | FSA Administrative Fee |
| 4903 | 08/09/2019 | Claims | 1 | 65752 | NAVIA BENEFIT SOLUTIONS | 173.01 | FSA Claims |
| | | | 631 - 589 90 00 002 - | | Discovery Benefits | 173.01 | FSA Claims |
| 4904 | 08/09/2019 | Claims | 1 | 65753 | PIERCE CO BUDGET & FINANCE | 185.86 | Crime Victims |
| | | | 001 - 586 12 00 000 - | | Crime Victims Comp Fund | 185.86 | Crime Victims |
| 4905 | 08/09/2019 | Claims | 1 | 65754 | PLATT ELECTRIC SUPPLY | 268.69 | Fleet Material; Vehicle Material; Facility Material |
| | | | 001 - 518 30 31 000 - | | Operating Supplies | 226.73 | MAC Restroom Bulbs |
| | | | 403 - 534 50 31 000 - | | Office and Operating Supplie: | 19.39 | #30 Channel Pipe With Holes |
| | | | 403 - 534 50 31 000 - | | Office and Operating Supplie: | 14.18 | #30 Pipe Clamp |
| | | | 101 - 542 30 31 000 - | | Office and Operating Supplie: | 4.85 | #30 Channel Pipe With Holes |
| | | | 101 - 542 30 31 000 - | | Office and Operating Supplie: | 3.54 | #30 Pipe Clamp |
| 4906 | 08/09/2019 | Claims | 1 | 65755 | ALLYN & MARLYNN POLLOCK | 341.80 | 002187 - 2409 MILTON WAY |
| | | | 406 - 343 10 00 000 - | | Storm Drainage Fees | -106.32 | |
| | | | 401 - 343 30 00 000 - | | Electric Sales | -53.37 | |
| | | | 403 - 343 40 10 000 - | | Water Sales | -182.11 | |
| 4907 | 08/09/2019 | Claims | 1 | 65756 | RANGLES SAND & GRAVEL INC | 829.50 | PW Material |
| | | | 406 - 531 30 31 000 - | | Operating Supplies | 207.36 | Crushed Rock |
| | | | 401 - 533 50 31 000 - | | Operating Supplies | 207.38 | Crushed Rock |
| | | | 403 - 534 50 31 000 - | | Office and Operating Supplie: | 207.38 | Crushed Rock |
| | | | 101 - 542 30 31 000 - | | Office and Operating Supplie: | 207.38 | Crushed Rock |
| 4908 | 08/09/2019 | Claims | 1 | 65757 | ROHLINGER ENTERPRISES INC. | 393.99 | Electric Repair |
| | | | 401 - 533 50 48 000 - | | Repairs and Maintenance | 393.99 | Hot Stick Rebuild |
| 4909 | 08/09/2019 | Claims | 1 | 65758 | SCORE | 912.71 | Jail Services; Jail Services |
| | | | 107 - 523 60 51 000 - | | Intergov. Jail Services | 900.00 | Jail Services - June 2019 |
| | | | 107 - 523 60 51 000 - | | Intergov. Jail Services | 12.71 | Jail Services - May 2019 |
| 4910 | 08/09/2019 | Claims | 1 | 65759 | SHOPE CONCRETE PRODUCTS CO. | 285.85 | Material |
| | | | 407 - 594 31 63 133 - | | Citywide Ditch/Culvert Project | 285.85 | 20" X 24" Grate |
| 4911 | 08/09/2019 | Claims | 1 | 65760 | SITECRAFTING, INC. | 75.00 | Monthly Domain Hosting |
| | | | 001 - 518 30 41 001 - | | Professional Servcies - IT | 75.00 | Monthly Domain Hosting |
| 4912 | 08/09/2019 | Claims | 1 | 65761 | SUMNER, CITY OF | 4,410.84 | Animal Control; Animal Control |
| | | | 107 - 554 30 51 107 - | | Animal Control | 2,205.42 | Animal Control - July 2019 |
| | | | 107 - 554 30 51 107 - | | Animal Control | 2,205.42 | Animal Control - Aug 2019 |
| 4913 | 08/09/2019 | Claims | 1 | 65762 | SURPLUS AMMO & ARMS, LLC | 2,138.62 | Police Material |
| | | | 107 - 521 20 35 001 - | | Firearms | 2,138.62 | Firearms, Mount & Sights |
| 4914 | 08/09/2019 | Claims | 1 | 65763 | SYSTEMS FOR PUBLIC SAFETY, INC. | 15,061.62 | Outfitting Vehicle |
| | | | 107 - 594 20 64 004 - | | Vehicle Purchase | 15,061.62 | #753 2018 F-150 Outfitting Vehicle |
| 4915 | 08/09/2019 | Claims | 1 | 65764 | TACOMA NEWS INC. | 223.17 | Legal Notice; Legal Notice; Legal Notice |
| | | | 001 - 511 60 41 002 - | | Advertising | 106.55 | Ordinance Repeal Notice |
| | | | 001 - 558 60 41 002 - | | Advertising | 63.67 | Milton Municipal Code Notice |
| | | | 001 - 558 60 41 002 - | | Advertising | 52.95 | 9/11 Memorial Notice |

CHECK REGISTER

City Of Milton
MCAG #: 0590

07/30/2019 To: 08/12/2019

Time: 09:36:07 Date: 08/13/2019
Page: 5

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|---------------|----------|--------------|---|------------------|---|
| 4916 | 08/09/2019 | Claims | 1 | 65765 | TACOMA SCREW PRODUCTS INC. | 36.11 | Water Material |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplie: | 36.11 | Hole Cutter & Cutting Wax |
| 4917 | 08/09/2019 | Claims | 1 | 65766 | TITUS-WILL FORD | 27.99 | Fleet Matial |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplie: | 22.39 | #40 Seat Handle |
| | | | | | 101 - 542 30 31 000 - Office and Operating Supplie: | 5.60 | #40 Seat Handle |
| 4918 | 08/09/2019 | Claims | 1 | 65767 | UNIFIRST CORPORATION | 830.45 | Uniforms; Uniforms; Uniforms; Uniforms |
| | | | | | 001 - 518 30 20 002 - Uniforms | 22.44 | Uniforms |
| | | | | | 001 - 518 30 20 002 - Uniforms | 22.25 | Uniforms |
| | | | | | 406 - 531 30 20 002 - Uniforms | 61.92 | Uniforms |
| | | | | | 406 - 531 30 20 002 - Uniforms | 61.39 | Uniforms |
| | | | | | 401 - 533 50 20 002 - Uniforms | 79.52 | Uniforms |
| | | | | | 401 - 533 50 20 002 - Uniforms | 54.82 | Uniforms |
| | | | | | 401 - 533 50 20 002 - Uniforms | 79.52 | Uniforms |
| | | | | | 401 - 533 50 20 002 - Uniforms | 54.35 | Uniforms |
| | | | | | 403 - 534 50 20 002 - Uniforms | 145.17 | Uniforms |
| | | | | | 403 - 534 50 20 002 - Uniforms | 143.91 | Uniforms |
| | | | | | 101 - 542 30 20 002 - Uniforms | 10.51 | Uniforms |
| | | | | | 101 - 542 30 20 002 - Uniforms | 10.42 | Uniforms |
| | | | | | 501 - 548 30 20 002 - Uniforms | 28.38 | Uniforms |
| | | | | | 501 - 548 30 20 002 - Uniforms | 28.13 | Uniforms |
| | | | | | 001 - 576 80 20 002 - Uniforms | 13.92 | Uniforms |
| | | | | | 001 - 576 80 20 002 - Uniforms | 13.80 | Uniforms |
| 4919 | 08/09/2019 | Claims | 1 | 65768 | UNIVAR USA INC | 5,891.05 | Water Material |
| | | | | | 403 - 534 51 31 000 - Operating Supplies | 5,891.05 | Chemicals |
| 4920 | 08/09/2019 | Claims | 1 | 65769 | UTILITIES UNDERGROUND LOC CENT | 113.96 | Monthly Locates |
| | | | | | 401 - 533 50 41 000 - Professional Services | 56.98 | Monthly Locates |
| | | | | | 403 - 534 50 41 000 - Professional Services | 56.98 | Monthly Locates |
| 4921 | 08/09/2019 | Claims | 1 | 65770 | WA STATE TREASURER | 13,176.26 | Court Remittance & Bldg Code |
| | | | | | 001 - 586 83 00 000 - Trama/Auto Theft/Brain Injur | 1,210.27 | Court Remittance |
| | | | | | 001 - 586 88 00 000 - State General Fund 54 (PSEA | 93.48 | Court Remittance |
| | | | | | 001 - 586 89 00 000 - Death Investigation Account | 549.79 | Court Remittance |
| | | | | | 001 - 586 91 00 000 - State General Fund 40 (PSEA | 5,812.92 | Court Remittance |
| | | | | | 001 - 586 92 00 000 - State General Fund 50 (PSEA | 3,095.71 | Court Remittance |
| | | | | | 001 - 586 96 00 000 - Lab Blood/Breath | | Court Remittance |
| | | | | | 001 - 586 97 00 000 - JIS | 2,221.42 | Court Remittance |
| | | | | | 001 - 586 99 00 000 - School Zone Safety | 34.17 | Court Remittance |
| | | | | | 001 - 589 30 01 000 - Building Code Fee | 158.50 | Building Code Fees |
| 4922 | 08/09/2019 | Claims | 1 | 65771 | WASHINGTON TRACTOR | 1,340.14 | Fleet Material; Fleet Material; Fleet Material; Fleet Material; Fleet Material |
| | | | | | 406 - 531 30 31 000 - Operating Supplies | 15.59 | #15 Mower Relay |
| | | | | | 406 - 531 30 31 000 - Operating Supplies | 7.89 | #14 Battery |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 10.51 | #14 Battery |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplie: | 19.71 | #14 Battery |
| | | | | | 501 - 548 30 31 000 - Office & Operating Supplies | 23.93 | #14 Mower Label |
| | | | | | 501 - 548 30 31 000 - Office & Operating Supplies | 310.59 | #47 Boom Mower Hy-Gard & V-Belt |
| | | | | | 501 - 548 30 31 000 - Office & Operating Supplies | 858.61 | #47 Boom Mower Bearing |
| | | | | | 001 - 576 80 31 000 - Operating Supplies | 93.31 | #14 Battery |
| 4923 | 08/09/2019 | Claims | 1 | 65772 | WATER MANAGEMENT LABORATORIES | 105.00 | Water Testing |
| | | | | | 403 - 534 51 41 000 - Professional Services | 105.00 | Water Testing |

CHECK REGISTER

City Of Milton
MCAG #: 0590

07/30/2019 To: 08/12/2019

Time: 09:36:07 Date: 08/13/2019
Page: 6

| Trans Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|---|----------|--|------------------|--------------------------|
| 4924 | 08/09/2019 | Claims | 1 | 65773 WEST COAST CODE CONSULTANTS | 4,447.20 | Plan Reviews |
| | | 001 - 558 50 41 000 - Professional Services | | | 4,447.20 | Plan Reviews - June 2019 |
| 4783 | 07/31/2019 | Claims | 3 | EFT US BANK PROCUREMENT CARD | 20,178.00 | Statement |
| | | 001 - 511 60 43 000 - Travel | | | 732.40 | |
| | | 001 - 513 10 31 000 - Office and Operating Supplies | | | 226.08 | Bulletin Board |
| | | 001 - 513 10 31 000 - Office and Operating Supplies | | | 15.38 | Gel Pens |
| | | 001 - 513 10 31 000 - Office and Operating Supplies | | | 13.19 | Office Supplies |
| | | 001 - 513 10 41 000 - Other Services and Charges | | | 16.47 | Adobe Acrobat |
| | | 001 - 513 10 41 000 - Other Services and Charges | | | 24.00 | Background Checks |
| | | 001 - 513 10 42 000 - Communication | | | 134.43 | Verizon |
| | | 001 - 513 10 49 001 - Misc/Dues & Memberships | | | 14.28 | Amazon Prime |
| | | 001 - 513 10 49 002 - Misc/Trng, Registrations | | | 25.00 | Chamber Lunch |
| | | 001 - 514 20 41 002 - Advertising | | | 45.00 | |
| | | 001 - 514 20 42 000 - Communication | | | 106.91 | |
| | | 001 - 518 30 31 000 - Operating Supplies | | | 97.82 | |
| | | 001 - 518 30 32 000 - Operating Supplies/Fuel | | | 20.52 | |
| | | 001 - 518 30 42 000 - Communication | | | 36.43 | |
| | | 001 - 518 30 43 000 - Travel | | | 14.39 | |
| | | 503 - 518 80 41 001 - Professional Services - IT | | | 5,932.17 | |
| | | 001 - 518 80 42 000 - Communications - Citywide | | | 39.69 | |
| | | 107 - 521 20 31 000 - Office and Operating Supplies | | | 635.06 | |
| | | 107 - 521 20 32 000 - Fuel | | | 608.02 | |
| | | 107 - 521 20 35 000 - Small Tools and Equipment | | | 165.87 | |
| | | 107 - 521 20 35 006 - Metro Services Small Tools & | | | 922.93 | |
| | | 107 - 521 20 41 000 - Professional Services | | | 19.95 | |
| | | 107 - 521 20 42 000 - Communication | | | 1,026.82 | |
| | | 107 - 521 20 43 000 - Travel | | | 120.00 | |
| | | 107 - 521 20 48 001 - Vehicle Repairs and Maintenance | | | 39.60 | |
| | | 107 - 521 30 31 000 - Crime Prevention Supplies | | | 379.17 | |
| | | 107 - 521 40 49 002 - Misc/Trng, Registrations | | | 426.00 | |
| | | 406 - 531 10 31 000 - Office and Operating Supplies | | | 47.97 | |
| | | 406 - 531 10 32 000 - Fuel | | | 47.85 | |
| | | 406 - 531 10 42 000 - Communication | | | 10.20 | |
| | | 406 - 531 10 43 000 - Travel | | | 9.38 | |
| | | 406 - 531 30 31 000 - Operating Supplies | | | 242.56 | |
| | | 406 - 531 30 32 000 - Fuel | | | 206.85 | |
| | | 406 - 531 30 35 000 - Small Tools and Equipment | | | 118.65 | |
| | | 406 - 531 30 42 000 - Communication | | | 177.27 | |
| | | 406 - 531 30 43 000 - Travel | | | 89.92 | |
| | | 406 - 531 30 49 001 - Misc Dues & Memberships | | | 49.00 | |
| | | 401 - 533 10 31 000 - Office and Operating Supplies | | | 43.08 | |
| | | 401 - 533 10 42 000 - Communications | | | 92.82 | |
| | | 401 - 533 10 43 000 - Travel | | | 9.73 | |
| | | 401 - 533 50 31 000 - Operating Supplies | | | 562.43 | |
| | | 401 - 533 50 32 000 - Fuel | | | 59.45 | |
| | | 401 - 533 50 35 000 - Small Tools and Equipment | | | 569.25 | |
| | | 401 - 533 50 42 000 - Communication | | | 289.45 | |
| | | 401 - 533 50 43 000 - Travel | | | 240.09 | |
| | | 401 - 533 50 47 000 - Public Utility Services | | | 539.70 | |
| | | 401 - 533 50 48 000 - Repairs and Maintenance | | | 6.00 | |
| | | 401 - 533 50 48 001 - Vehicle R&M | | | 55.00 | |
| | | 403 - 534 10 31 000 - Office and Operating Supplies | | | 43.08 | |
| | | 403 - 534 10 42 000 - Communication | | | 83.38 | |
| | | 403 - 534 10 43 000 - Travel | | | 9.73 | |
| | | 403 - 534 50 20 002 - Uniforms | | | 174.87 | |
| | | 403 - 534 50 31 000 - Office and Operating Supplies | | | 401.37 | |
| | | 403 - 534 50 32 000 - Fuel | | | 151.03 | |
| | | 403 - 534 50 41 000 - Professional Services | | | 72.51 | |
| | | 403 - 534 50 42 000 - Communication | | | 479.81 | |
| | | 403 - 534 50 43 000 - Travel | | | 176.57 | |

CHECK REGISTER

City Of Milton
MCAG #: 0590

07/30/2019 To: 08/12/2019

Time: 09:36:07 Date: 08/13/2019
Page: 7

| Trans Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|--|----------|-------------------------------|---------------|---------------------------------|
| | | 403 - 534 50 48 000 - Repairs and Maintenance | | | 10.00 | |
| | | 403 - 534 51 31 000 - Operating Supplies | | | 441.36 | |
| | | 403 - 534 51 42 000 - Communication | | | 20.55 | |
| | | 403 - 534 51 49 002 - Misc Training, Registrations | | | 630.00 | |
| | | 101 - 542 30 31 000 - Office and Operating Supplies | | | 127.03 | |
| | | 101 - 542 30 32 000 - Operating Supplies/Fuel | | | 7.25 | |
| | | 101 - 542 30 35 000 - Small Tools and Equipment | | | 35.11 | |
| | | 101 - 542 30 41 000 - Professional Services | | | 18.13 | |
| | | 101 - 542 30 42 000 - Communication | | | 76.78 | |
| | | 101 - 542 30 43 000 - Travel | | | 16.48 | |
| | | 101 - 542 30 48 000 - Repairs and Maintenance | | | 49.53 | |
| | | 501 - 548 30 31 000 - Office & Operating Supplies | | | 257.84 | |
| | | 501 - 548 30 32 000 - Fuel | | | 110.02 | |
| | | 501 - 548 30 42 000 - Communications | | | 76.59 | |
| | | 001 - 558 50 32 000 - Fuel | | | 68.34 | |
| | | 001 - 558 50 35 000 - Small Tools and Equipment | | | 349.10 | |
| | | 001 - 558 50 42 000 - Communications | | | 88.66 | |
| | | 001 - 558 60 31 000 - Operating Supplies | | | 26.32 | |
| | | 001 - 558 60 42 000 - Communication | | | 7.56 | |
| | | 001 - 558 60 43 000 - Travel | | | 3.48 | |
| | | 116 - 573 91 31 000 - Milton Days - Supplies | | | 82.37 | Raffle Tickets |
| | | 116 - 573 91 41 002 - Milton Days - Advertising | | | 360.55 | ValPak |
| | | 001 - 575 50 31 000 - Supplies - | | | 113.62 | |
| | | 001 - 576 80 31 000 - Operating Supplies | | | 206.33 | |
| | | 001 - 576 80 32 000 - Fuel | | | 13.00 | |
| | | 001 - 576 80 42 000 - Communication | | | 27.80 | |
| | | 001 - 576 80 43 000 - Travel | | | 14.73 | |
| | | 001 - 589 90 00 000 - Misc Non-Expenditure | | | 18.39 | Carter To Be Reimb |
| | | 402 - 594 33 63 095 - Curtailment Project | | | 24.50 | |
| 4979 | 08/12/2019 | Claims | 3 | EFT PUGET SOUND ENERGY | 78.81 | Natural Gas |
| | | 107 - 521 20 47 000 - Utilities | | | 23.64 | Police Natural Gas |
| | | 001 - 575 50 47 002 - Public Utilities Services - AC | | | 55.17 | MAC Natural Gas |
| 4980 | 08/12/2019 | Claims | 3 | EFT PUGET SOUND ENERGY | 165.68 | Electric |
| | | 403 - 534 51 47 001 - Public Utility Services | | | 165.68 | Electric 2mg Booster Power |
| 4981 | 08/12/2019 | Claims | 3 | EFT XPRESS BILL PAY | 881.09 | Online Web Payments |
| | | | | ACCOUNTS PAYABLE | | |
| | | 406 - 531 10 41 000 - Professional Services | | | 290.76 | Online Web Payment Services Fee |
| | | 401 - 533 10 41 000 - Professional Services | | | 299.57 | Online Web Payment Services Fee |
| | | 403 - 534 10 41 000 - Professional Services | | | 290.76 | Online Web Payment Services Fee |

| | | |
|--|------------|--------------------|
| 001 General Fund | 41,188.09 | |
| 101 Street Fund | 3,343.11 | |
| 107 Criminal Justice Fund | 36,447.03 | |
| 116 Community Events Fund | 442.92 | |
| 401 Electric Utility Operations Fund | 204,310.94 | |
| 402 Electric Capital Improvement Fund | 15,745.06 | |
| 403 Water Utility Operations Fund | 22,402.74 | |
| 404 Water Capital Improvement Fund | 20,396.35 | |
| 406 Stormwater Operations Fund | 3,733.44 | |
| 407 Stormwater Capital Fund | 3,652.10 | |
| 501 Vehicle Repair & Maintenance Fund | 2,700.07 | |
| 503 Information Technology | 5,932.17 | |
| 631 Trust / Suspense Funds | 173.01 | |
| | <hr/> | |
| | | Claims: 360,467.03 |
| * Transaction Has Mixed Revenue And Expense Accounts | 360,467.03 | |

CHECK REGISTER

City Of Milton
MCAG #: 0590

07/30/2019 To: 08/12/2019

Time: 09:36:07 Date: 08/13/2019
Page: 8

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------|------|--------|-------|----------|--------|------|
|-------|------|------|--------|-------|----------|--------|------|

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 | 62,214.65 | |
| 101 Street Fund | 3,950.22 | |
| 107 Criminal Justice Fund | 74,291.49 | |
| 116 Community Events Fund | 43.26 | |
| 401 Electric Utility Operations Fund | 33,812.12 | |
| 403 Water Utility Operations Fund | 36,792.53 | |
| 404 Water Capital Improvement Fund | 666.05 | |
| 406 Stormwater Operations Fund | 17,756.70 | |
| 501 Vehicle Repair & Maintenance Fund | 6,601.10 | |
| | <hr/> | |
| | 236,128.12 Payroll: | 236,128.12 |

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

| Name | Date | Amount | Merchant Name | Accounting Code | Allocation Amount |
|-----------------|----------|------------|---------------------------|-----------------|-------------------|
| BAKER GLEN | 06/28/19 | \$57.92 | 76 - TAHOMA EXPRESS 10 | 5345032000 | \$57.92 |
| BAKER GLEN | 06/28/19 | \$10.00 | TAHOMA MARKET CARWASH | 5345048000 | \$10.00 |
| BEDWELL RICKY | 06/11/19 | \$21.98 | SAFEWAY #3545 | 5345031000 | \$21.98 |
| CARTER JAMES | 06/15/19 | \$6.43 | AMZN MKTP US*M662F76D1 AM | 5311031000 | \$6.43 |
| CARTER JAMES | 06/21/19 | \$18.39 | U-PARK SYSTEM | 5899000000 | \$18.39 |
| CARTER JAMES | 06/25/19 | \$49.00 | BNP*ENR/AR/NEWS/PS | 5313049001 | \$49.00 |
| CARTER JAMES | 07/03/19 | \$47.85 | EXXONMOBIL 99505364 | 5311032000 | \$47.85 |
| DONOVAN PATRICK | 06/06/19 | (\$97.55) | JUSTIN COFFEY TACTI TAC | 5212035006 | (\$97.55) |
| DONOVAN PATRICK | 06/06/19 | \$261.89 | SKD TACTICAL | 5212035006 | \$261.89 |
| DONOVAN PATRICK | 07/03/19 | \$511.27 | SP * OTTE GEAR.COM | 5212035006 | \$511.27 |
| DONOVAN PATRICK | 07/03/19 | \$494.66 | PAYPAL *EVIKE COM | 5212035006 | \$494.66 |
| EATON ROBERT | 06/07/19 | \$90.64 | WA DOL LIC & REG 50497 | 5423041000 | \$18.13 |
| EATON ROBERT | 06/07/19 | \$0.00 | WA DOL LIC & REG 50497 | 5345041000 | \$72.51 |
| EATON ROBERT | 06/18/19 | \$35.11 | THE HOME DEPOT #4703 | 5423035000 | \$35.11 |
| HERNANDEZ ANTHO | 06/05/19 | \$46.65 | MILTON SPIRIT GAS STATION | 5212032000 | \$46.65 |
| HERNANDEZ ANTHO | 06/10/19 | \$30.00 | GOOD2GOREPLENISH | 5212043000 | \$30.00 |
| HERNANDEZ ANTHO | 06/11/19 | \$60.01 | MILTON SPIRIT GAS STATION | 5212032000 | \$60.01 |
| HERNANDEZ ANTHO | 06/12/19 | \$34.75 | RANCHITO MEXICAN RESTAURA | 5311043000 | \$9.38 |
| HERNANDEZ ANTHO | 06/12/19 | \$0.00 | RANCHITO MEXICAN RESTAURA | 5331043000 | \$9.73 |
| HERNANDEZ ANTHO | 06/12/19 | \$0.00 | RANCHITO MEXICAN RESTAURA | 5341043000 | \$9.73 |
| HERNANDEZ ANTHO | 06/12/19 | \$0.00 | RANCHITO MEXICAN RESTAURA | 5423043000 | \$2.09 |
| HERNANDEZ ANTHO | 06/12/19 | \$0.00 | RANCHITO MEXICAN RESTAURA | 5586043000 | \$3.48 |
| HERNANDEZ ANTHO | 06/12/19 | \$0.00 | RANCHITO MEXICAN RESTAURA | 5768043000 | \$0.34 |
| HERNANDEZ ANTHO | 06/12/19 | \$5.00 | TAHOMA MARKET CARWASH | 5212048001 | \$5.00 |
| HERNANDEZ ANTHO | 06/17/19 | \$59.90 | MILTON SPIRIT GAS STATION | 5212032000 | \$59.90 |
| HERNANDEZ ANTHO | 06/18/19 | \$30.00 | GOOD2GOREPLENISH | 5212043000 | \$30.00 |
| HERNANDEZ ANTHO | 06/19/19 | \$175.00 | STREICHER'S MO | 5212031000 | \$175.00 |
| HERNANDEZ ANTHO | 06/21/19 | \$56.68 | MILTON SPIRIT GAS STATION | 5212032000 | \$56.68 |
| HERNANDEZ ANTHO | 06/25/19 | \$26.24 | ADOBE *EXPORTPDF SUB | 5212031000 | \$26.24 |
| HERNANDEZ ANTHO | 06/26/19 | \$30.00 | GOOD2GOREPLENISH | 5212043000 | \$30.00 |
| HERNANDEZ ANTHO | 06/27/19 | \$54.37 | EXXONMOBIL 99505364 | 5212032000 | \$54.37 |
| HERNANDEZ ANTHO | 07/03/19 | \$55.01 | MILTON SPIRIT GAS STATION | 5212032000 | \$55.01 |
| HERNANDEZ ANTHO | 07/05/19 | \$30.00 | GOOD2GOREPLENISH | 5212043000 | \$30.00 |
| HERRON DANA | 06/21/19 | \$68.34 | SHELL OIL 57444026702 | 5585032000 | \$68.34 |
| HUME RUSSELL | 06/06/19 | \$74.75 | SHELL OIL 57444026702 | 5212032000 | \$74.75 |
| HUME RUSSELL | 06/15/19 | \$78.29 | MILTON SPIRIT GAS STATION | 5212032000 | \$78.29 |
| HUME RUSSELL | 06/24/19 | \$379.17 | AMZN MKTP US*M61AY1KHO | 5213031000 | \$379.17 |
| HUME RUSSELL | 07/03/19 | \$35.04 | MILTON SPIRIT GAS STATION | 5212032000 | \$35.04 |
| JOHNSON PAUL | 07/03/19 | \$19.95 | DEWALT MOBILELOCK | 5212041000 | \$19.95 |
| LEE JARROD | 06/06/19 | \$17.86 | PAPA MURPHY'S WA096 | 5335043000 | \$17.86 |
| LEE JARROD | 07/01/19 | \$18.67 | TST* FARRELLI S PIZZA - P | 5335043000 | \$18.67 |
| LUCKMAN NILS | 06/06/19 | (\$578.34) | AMZN MKTP US | 5212035006 | (\$578.34) |
| LUCKMAN NILS | 06/10/19 | (\$164.97) | HOBBY LOBBY #521 | 5212031000 | (\$164.97) |
| LUCKMAN NILS | 06/10/19 | \$371.77 | HOBBY LOBBY #521 | 5212031000 | \$371.77 |
| LUCKMAN NILS | 06/25/19 | \$12.08 | RITE AID STORE - 5256 | 5212031000 | \$12.08 |
| LUCKMAN NILS | 06/26/19 | \$213.00 | PAYPAL *NTOA | 5214049002 | \$213.00 |
| LUCKMAN NILS | 06/26/19 | \$213.00 | PAYPAL *NTOA | 5214049002 | \$213.00 |
| LUCKMAN NILS | 06/26/19 | \$331.00 | IN *CRISIS SYSTEMS MANAGE | 5212035006 | \$331.00 |
| LUCKMAN NILS | 06/27/19 | \$69.72 | AMZN MKTP US*MH3QM9CT2 | 5212035000 | \$69.72 |
| MAGANA-BEDOLLA | 06/18/19 | \$17.83 | GARCIA'S FAMILY MEXICAN | 5345043000 | \$17.83 |
| MAGANA-BEDOLLA | 06/19/19 | \$28.36 | APPLEBEES AUBU11211497 | 5345043000 | \$28.36 |
| MAGANA-BEDOLLA | 06/20/19 | \$26.08 | SUSHI DO | 5345043000 | \$26.08 |
| MAGANA-BEDOLLA | 06/21/19 | \$38.00 | SHELL OIL 57444026702 | 5345032000 | \$38.00 |
| MAGANA-BEDOLLA | 07/03/19 | \$149.14 | TAHOMA COMMERCIAL FUEL | 5313032000 | \$149.14 |
| MAYER MARCI | 06/14/19 | \$296.67 | DMI* DELL HLTHCR/PTR | 5188041001 | \$296.67 |
| MAYER MARCI | 06/18/19 | \$5,635.50 | IN *LOCKE SYSTEMS | 5188041001 | \$5,635.50 |
| MAYER MARCI | 06/19/19 | \$344.92 | VZWRLLSS*MY VZ VB P | 5183042000 | \$19.55 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5585042000 | \$11.50 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5768042000 | \$9.20 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5423042000 | \$22.99 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5335042000 | \$32.19 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5345042000 | \$121.87 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5313042000 | \$116.12 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5483042000 | \$11.50 |
| MAYER MARCI | 06/19/19 | \$24.50 | VZWRLLSS*MY VZ VB P | 5943363095 | \$24.50 |
| MAYER MARCI | 06/19/19 | \$2,460.57 | VZWRLLSS*MY VZ VB P | 5131042000 | \$134.43 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5142042000 | \$75.56 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5188042000 | \$39.69 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5183042000 | \$16.88 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5212042000 | \$1,026.82 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLLSS*MY VZ VB P | 5311042000 | \$10.20 |

| | | | | | |
|-----------------|----------|-----------|---------------------------|------------|-----------|
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5313042000 | \$61.15 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5331042000 | \$20.02 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5335042000 | \$247.57 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5341042000 | \$10.58 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5345042000 | \$357.94 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5423042000 | \$53.79 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5483042000 | \$65.09 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5585042000 | \$53.70 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5586042000 | \$7.56 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5768042000 | \$18.60 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5212035000 | \$96.15 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5335035000 | \$164.84 |
| MAYER MARCI | 06/19/19 | \$145.60 | VZWRLSS*MY VZ VB P | 5331042000 | \$72.80 |
| MAYER MARCI | 06/19/19 | \$0.00 | VZWRLSS*MY VZ VB P | 5341042000 | \$72.80 |
| MENDIOLA PATRIC | 06/06/19 | \$582.23 | BILLY BOBS OFF ROAD & TRU | 5423031000 | \$85.68 |
| MENDIOLA PATRIC | 06/06/19 | \$0.00 | BILLY BOBS OFF ROAD & TRU | 5345031000 | \$342.70 |
| MENDIOLA PATRIC | 06/06/19 | \$0.00 | BILLY BOBS OFF ROAD & TRU | 5335031000 | \$153.85 |
| MENDIOLA PATRIC | 06/06/19 | \$22.16 | ARCTIC GLACIER USA TACOM | 5345032000 | \$7.39 |
| MENDIOLA PATRIC | 06/06/19 | \$0.00 | ARCTIC GLACIER USA TACOM | 5313032000 | \$7.39 |
| MENDIOLA PATRIC | 06/06/19 | \$0.00 | ARCTIC GLACIER USA TACOM | 5335032000 | \$7.38 |
| MENDIOLA PATRIC | 06/20/19 | \$217.42 | OREILLY AUTO #3778 | 5483031000 | \$217.42 |
| MENDIOLA PATRIC | 06/21/19 | \$50.00 | SHELL OIL 57444026702 | 5483032000 | \$50.00 |
| MENDIOLA PATRIC | 07/05/19 | \$60.02 | 76 - TAHOMA EXPRESS 10 | 5483032000 | \$60.02 |
| MERCER CHRISTIA | 06/07/19 | \$12.68 | THE MAIL SPOT | 5585042000 | \$12.68 |
| MERCER CHRISTIA | 06/11/19 | \$349.10 | INT'L CODE COUNCIL INC | 5585035000 | \$349.10 |
| MERCER CHRISTIA | 06/14/19 | \$10.78 | THE MAIL SPOT | 5585042000 | \$10.78 |
| RICHARD DAVID | 06/14/19 | \$24.92 | LOWES #02346* | 5313031000 | \$24.92 |
| RICHARD DAVID | 06/17/19 | (\$16.51) | LOWES #02346* | 5768031000 | (\$16.51) |
| RICHARD DAVID | 06/17/19 | \$135.30 | LOWES #02346* | 5768031000 | \$135.30 |
| RICHARD DAVID | 07/03/19 | \$14.27 | LOWES #02346* | 5768031000 | \$14.27 |
| RODRIGUEZ JOVAN | 06/18/19 | \$16.11 | LA CA BAR | 5335043000 | \$16.11 |
| RODRIGUEZ JOVAN | 06/19/19 | \$20.00 | SUDSTAR CAR WASH | 5335048001 | \$20.00 |
| RODRIGUEZ JOVAN | 06/19/19 | \$20.00 | SUDSTAR CAR WASH | 5335048001 | \$20.00 |
| RODRIGUEZ JOVAN | 06/20/19 | \$10.00 | SUDSTAR CAR WASH | 5335048001 | \$10.00 |
| RODRIGUEZ JOVAN | 06/20/19 | \$5.00 | SUDSTAR CAR WASH | 5335048001 | \$5.00 |
| RODRIGUEZ JOVAN | 06/28/19 | \$163.62 | PLATT ELECTRIC 007 | 5335031000 | \$163.62 |
| RODRIGUEZ JOVAN | 07/01/19 | \$9.16 | EMERALD CITY SMOOTHIE | 5335043000 | \$9.16 |
| RUSSELL TIMOTHY | 06/21/19 | \$118.65 | LOWES #02346* | 5313035000 | \$118.65 |
| SARFF JAMES | 06/14/19 | \$34.60 | AUTOZONE #3723 | 5212048001 | \$34.60 |
| SHAVIRI JASMINE | 06/07/19 | \$16.47 | ADOBE *ACROPRO SUBS | 5131041000 | \$16.47 |
| SLOAN DUSTIN | 06/05/19 | \$359.68 | ANDERSON SCHOOL LODGE | 5183043000 | \$14.39 |
| SLOAN DUSTIN | 06/05/19 | \$0.00 | ANDERSON SCHOOL LODGE | 5768043000 | \$14.39 |
| SLOAN DUSTIN | 06/05/19 | \$0.00 | ANDERSON SCHOOL LODGE | 5423043000 | \$14.39 |
| SLOAN DUSTIN | 06/05/19 | \$0.00 | ANDERSON SCHOOL LODGE | 5345043000 | \$104.30 |
| SLOAN DUSTIN | 06/05/19 | \$0.00 | ANDERSON SCHOOL LODGE | 5313043000 | \$89.92 |
| SLOAN DUSTIN | 06/05/19 | \$0.00 | ANDERSON SCHOOL LODGE | 5335043000 | \$122.29 |
| SLOAN DUSTIN | 07/05/19 | \$86.77 | SHELL OIL 57444031801 | 5183032000 | \$3.47 |
| SLOAN DUSTIN | 07/05/19 | \$0.00 | SHELL OIL 57444031801 | 5768032000 | \$3.47 |
| SLOAN DUSTIN | 07/05/19 | \$0.00 | SHELL OIL 57444031801 | 5423032000 | \$3.47 |
| SLOAN DUSTIN | 07/05/19 | \$0.00 | SHELL OIL 57444031801 | 5345032000 | \$25.16 |
| SLOAN DUSTIN | 07/05/19 | \$0.00 | SHELL OIL 57444031801 | 5313032000 | \$21.69 |
| SLOAN DUSTIN | 07/05/19 | \$0.00 | SHELL OIL 57444031801 | 5335032000 | \$29.51 |
| SMITH MIKKI | 06/20/19 | \$31.35 | UPS (800) 811-1648 | 5142042000 | \$31.35 |
| STYRON-SHERRELL | 06/09/19 | \$37.69 | SMART FOODSERVICE 556 | 5755031000 | \$37.69 |
| STYRON-SHERRELL | 06/18/19 | \$360.55 | VALPAK OF WESTERN WA SOUT | 5739141002 | \$360.55 |
| STYRON-SHERRELL | 06/18/19 | \$20.03 | SMART FOODSERVICE 556 | 5755031000 | \$20.03 |
| STYRON-SHERRELL | 06/24/19 | \$10.94 | AMAZON.COM*M66VE1UJ2 AMZN | 5586031000 | \$10.94 |
| STYRON-SHERRELL | 07/01/19 | \$226.08 | AMAZON.COM*MH06I6FE0 | 5131031000 | \$226.08 |
| STYRON-SHERRELL | 07/01/19 | \$15.38 | OFFICE DEPOT #819 | 5131031000 | \$15.38 |
| STYRON-SHERRELL | 07/01/19 | \$153.85 | OFFICE DEPOT #1078 | 5311031000 | \$41.54 |
| STYRON-SHERRELL | 07/01/19 | \$0.00 | OFFICE DEPOT #1078 | 5331031000 | \$43.08 |
| STYRON-SHERRELL | 07/01/19 | \$0.00 | OFFICE DEPOT #1078 | 5341031000 | \$43.08 |
| STYRON-SHERRELL | 07/01/19 | \$0.00 | OFFICE DEPOT #1078 | 5423031000 | \$9.23 |
| STYRON-SHERRELL | 07/01/19 | \$0.00 | OFFICE DEPOT #1078 | 5586031000 | \$15.38 |
| STYRON-SHERRELL | 07/01/19 | \$0.00 | OFFICE DEPOT #1078 | 5768031000 | \$1.54 |
| STYRON-SHERRELL | 07/01/19 | \$16.02 | OFFICE DEPOT #1078 | 5183031000 | \$16.02 |
| STYRON-SHERRELL | 07/01/19 | \$95.56 | OFFICE DEPOT #1078 | 5131031000 | \$13.19 |
| STYRON-SHERRELL | 07/01/19 | \$0.00 | OFFICE DEPOT #1078 | 5739131000 | \$82.37 |
| SUMMERS TRISHA | 06/07/19 | \$439.44 | THE CENTENNIAL HOTEL | 5116043000 | \$439.44 |
| SUMMERS TRISHA | 06/07/19 | \$439.44 | THE CENTENNIAL HOTEL | 5116043000 | \$439.44 |
| SUMMERS TRISHA | 06/12/19 | \$12.00 | WSP BACKGROUND CHECKS | 5131049002 | \$12.00 |
| SUMMERS TRISHA | 06/16/19 | \$14.28 | AMAZON PRIME | 5131049001 | \$14.28 |

| | | | | | |
|-----------------|----------|------------|---------------------------|------------|------------|
| SUMMERS TRISHA | 06/19/19 | \$25.00 | FIFE MILTON EDGEWOOD C | 5131049002 | \$25.00 |
| SUMMERS TRISHA | 06/21/19 | \$12.00 | WSP BACKGROUND CHECKS | 5131041000 | \$12.00 |
| SUMMERS TRISHA | 06/26/19 | \$45.90 | 7047 DOMINOS PIZZA | 5755031000 | \$45.90 |
| SUMMERS TRISHA | 06/30/19 | (\$146.48) | THE CENTENNIAL HOTEL | 5116043000 | (\$146.48) |
| SUMMERS TRISHA | 07/04/19 | \$10.00 | WA FOOD WORKER CARD | 5755031000 | \$10.00 |
| SUMMERS TRISHA | 07/04/19 | \$45.00 | CRAIGSLIST.ORG | 5142041002 | \$45.00 |
| TAKIGUCHI TETSU | 06/10/19 | \$137.38 | AMZN MKTP US*M68WR4M01 | 5212031000 | \$137.38 |
| TAKIGUCHI TETSU | 06/30/19 | \$22.73 | AMAZON.COM*MH6BMOA0 AMZN | 5212031000 | \$22.73 |
| TAKIGUCHI TETSU | 07/01/19 | \$27.34 | AMZN MKTP US*MH8PC21X1 | 5212031000 | \$27.34 |
| TAKIGUCHI TETSU | 07/07/19 | \$27.49 | AMZN MKTP US*MH8BA1A90 | 5212031000 | \$27.49 |
| THACHER MICHAEL | 06/13/19 | \$11.31 | LOWES #02346* | 5183031000 | \$11.31 |
| THACHER MICHAEL | 06/14/19 | \$6.91 | OREILLY AUTO #3725 | 5313031000 | \$6.91 |
| THACHER MICHAEL | 06/19/19 | \$4.93 | OREILLY AUTO #3725 | 5768031000 | \$4.93 |
| THACHER MICHAEL | 06/19/19 | \$17.60 | LOWES #02346* | 5183031000 | \$17.60 |
| THACHER MICHAEL | 06/19/19 | \$9.50 | LOWES #02346* | 5768031000 | \$9.50 |
| THACHER MICHAEL | 06/25/19 | \$4.40 | DOLLAR TREE | 5768031000 | \$4.40 |
| THACHER MICHAEL | 06/27/19 | \$28.89 | SHELL OIL 57444026702 | 5183032000 | \$9.53 |
| THACHER MICHAEL | 06/27/19 | \$0.00 | SHELL OIL 57444026702 | 5768032000 | \$9.53 |
| THACHER MICHAEL | 06/27/19 | \$0.00 | SHELL OIL 57444026702 | 5313032000 | \$9.83 |
| THOMPSON BRENT | 06/11/19 | \$79.17 | ULINE *SHIP SUPPLIES | 5335031000 | \$79.17 |
| THOMPSON BRENT | 06/11/19 | \$349.21 | EVERGREEN EQUIPMENT | 5768031000 | \$52.90 |
| THOMPSON BRENT | 06/11/19 | \$0.00 | EVERGREEN EQUIPMENT | 5423048000 | \$49.53 |
| THOMPSON BRENT | 06/11/19 | \$0.00 | EVERGREEN EQUIPMENT | 5313031000 | \$174.05 |
| THOMPSON BRENT | 06/11/19 | \$0.00 | EVERGREEN EQUIPMENT | 5335031000 | \$19.84 |
| THOMPSON BRENT | 06/11/19 | \$0.00 | EVERGREEN EQUIPMENT | 5183031000 | \$52.89 |
| THOMPSON BRENT | 06/12/19 | \$13.66 | EXCEL SUPPLY COMPANY-S | 5345031000 | \$4.55 |
| THOMPSON BRENT | 06/12/19 | \$0.00 | EXCEL SUPPLY COMPANY-S | 5313031000 | \$4.55 |
| THOMPSON BRENT | 06/12/19 | \$0.00 | EXCEL SUPPLY COMPANY-S | 5335031000 | \$4.56 |
| THOMPSON BRENT | 06/13/19 | \$4.38 | SMART FOODSERVICE 556 | 5345031000 | \$1.46 |
| THOMPSON BRENT | 06/13/19 | \$0.00 | SMART FOODSERVICE 556 | 5423031000 | \$1.46 |
| THOMPSON BRENT | 06/13/19 | \$0.00 | SMART FOODSERVICE 556 | 5313031000 | \$1.46 |
| THOMPSON BRENT | 06/14/19 | \$38.38 | ZORO TOOLS INC | 5335031000 | \$38.38 |
| THOMPSON BRENT | 06/17/19 | \$42.03 | 76 - TAHOMA EXPRESS 10 | 5183032000 | \$4.20 |
| THOMPSON BRENT | 06/17/19 | \$0.00 | 76 - TAHOMA EXPRESS 10 | 5423032000 | \$2.12 |
| THOMPSON BRENT | 06/17/19 | \$0.00 | 76 - TAHOMA EXPRESS 10 | 5345032000 | \$12.60 |
| THOMPSON BRENT | 06/17/19 | \$0.00 | 76 - TAHOMA EXPRESS 10 | 5313032000 | \$10.51 |
| THOMPSON BRENT | 06/17/19 | \$0.00 | 76 - TAHOMA EXPRESS 10 | 5335032000 | \$12.60 |
| THOMPSON BRENT | 06/19/19 | \$20.40 | TACOMA SCREW PRODUCTS PO | 5335031000 | \$20.40 |
| THOMPSON BRENT | 06/22/19 | \$40.42 | ZORO TOOLS INC | 5483031000 | \$40.42 |
| THOMPSON BRENT | 06/24/19 | \$247.22 | AMZN MKTP US*MH1T064F1 | 5335035000 | \$247.22 |
| THOMPSON BRENT | 06/24/19 | \$9.86 | SAFEWAY #3545 | 5423031000 | \$3.29 |
| THOMPSON BRENT | 06/24/19 | \$0.00 | SAFEWAY #3545 | 5345031000 | \$3.29 |
| THOMPSON BRENT | 06/24/19 | \$0.00 | SAFEWAY #3545 | 5313031000 | \$3.28 |
| THOMPSON BRENT | 06/25/19 | \$15.66 | SQ *MILO'S LOCKSMIT | 5423031000 | \$5.22 |
| THOMPSON BRENT | 06/25/19 | \$0.00 | SQ *MILO'S LOCKSMIT | 5345031000 | \$5.22 |
| THOMPSON BRENT | 06/25/19 | \$0.00 | SQ *MILO'S LOCKSMIT | 5313031000 | \$5.22 |
| THOMPSON BRENT | 06/26/19 | \$33.19 | 76 - TAHOMA EXPRESS 10 | 5345032000 | \$9.96 |
| THOMPSON BRENT | 06/26/19 | \$0.00 | 76 - TAHOMA EXPRESS 10 | 5313032000 | \$8.29 |
| THOMPSON BRENT | 06/26/19 | \$0.00 | 76 - TAHOMA EXPRESS 10 | 5335032000 | \$9.96 |
| THOMPSON BRENT | 06/26/19 | \$0.00 | 76 - TAHOMA EXPRESS 10 | 5183032000 | \$3.32 |
| THOMPSON BRENT | 06/26/19 | \$0.00 | 76 - TAHOMA EXPRESS 10 | 5423032000 | \$1.66 |
| THOMPSON BRENT | 06/27/19 | \$6.00 | SQ *MILO'S LOCKSMIT | 5335048000 | \$6.00 |
| WALSTON ROCKNIE | 06/17/19 | \$358.10 | MANUFACTURERS EDGE, INC. | 5345131000 | \$358.10 |
| WALSTON ROCKNIE | 06/18/19 | \$164.84 | WHISTLE WORKWEAR PUYALLUP | 5345020002 | \$164.84 |
| WALSTON ROCKNIE | 06/19/19 | \$13.70 | USPS PO 5454460342 | 5345142000 | \$13.70 |
| WALSTON ROCKNIE | 06/19/19 | \$6.85 | USPS PO 5454460342 | 5345142000 | \$6.85 |
| WALSTON ROCKNIE | 06/20/19 | (\$164.84) | WHISTLE WORKWEAR PUYALLUP | 5345020002 | (\$164.84) |
| WALSTON ROCKNIE | 06/22/19 | \$174.87 | BIG JS OUTDOORS STORE | 5345020002 | \$174.87 |
| WALSTON ROCKNIE | 06/24/19 | \$59.08 | TIMCO, INC. | 5345131000 | \$59.08 |
| WALSTON ROCKNIE | 06/27/19 | \$24.18 | LOWES #02346* | 5345131000 | \$24.18 |
| WORLEY FRANK | 06/30/19 | \$47.32 | SHELL OIL 57444031801 | 5212032000 | \$47.32 |
| WORLEY FRANK | 07/02/19 | \$40.00 | SHELL OIL 57444031801 | 5212032000 | \$40.00 |
| ZAHN CLARISSA | 06/07/19 | \$539.70 | WCI*MURRYES DISPOSAL | 5335047000 | \$539.70 |
| ZAHN CLARISSA | 06/14/19 | \$22.71 | STATEFEDERALPOSTER | 5423031000 | \$5.67 |
| ZAHN CLARISSA | 06/14/19 | \$0.00 | STATEFEDERALPOSTER | 5345031000 | \$5.68 |
| ZAHN CLARISSA | 06/14/19 | \$0.00 | STATEFEDERALPOSTER | 5313031000 | \$5.68 |
| ZAHN CLARISSA | 06/14/19 | \$0.00 | STATEFEDERALPOSTER | 5335031000 | \$5.68 |
| ZAHN CLARISSA | 07/04/19 | \$315.00 | GREEN RIVER COMMUNITY CO | 5345149002 | \$315.00 |
| ZAHN CLARISSA | 07/04/19 | \$315.00 | GREEN RIVER COMMUNITY CO | 5345149002 | \$315.00 |
| ZAHN CLARISSA | 07/06/19 | \$33.03 | WAL-MART #4137 | 5423031000 | \$8.25 |
| ZAHN CLARISSA | 07/06/19 | \$0.00 | WAL-MART #4137 | 5345031000 | \$8.26 |
| ZAHN CLARISSA | 07/06/19 | \$0.00 | WAL-MART #4137 | 5313031000 | \$8.26 |

| | | | | | |
|---------------|----------|----------|---------------------------|------------|----------------|
| ZAHN CLARISSA | 07/06/19 | \$0.00 | WAL-MART #4137 | 5335031000 | \$8.26 |
| ZUMACH DARRIN | 06/06/19 | \$29.00 | THE ROCK - FEDERAL WAY 5 | 5335043000 | \$29.00 |
| ZUMACH DARRIN | 06/10/19 | \$27.48 | LOWES #02346* | 5335031000 | \$27.48 |
| ZUMACH DARRIN | 06/10/19 | \$159.38 | THE HOME DEPOT #4703 | 5335035000 | \$126.41 |
| ZUMACH DARRIN | 06/10/19 | \$0.00 | THE HOME DEPOT #4703 | 5335031000 | \$32.97 |
| ZUMACH DARRIN | 06/11/19 | \$32.91 | COSTCO WHSE #0767 | 5423031000 | \$8.23 |
| ZUMACH DARRIN | 06/11/19 | \$0.00 | COSTCO WHSE #0767 | 5345031000 | \$8.23 |
| ZUMACH DARRIN | 06/11/19 | \$0.00 | COSTCO WHSE #0767 | 5313031000 | \$8.23 |
| ZUMACH DARRIN | 06/11/19 | \$0.00 | COSTCO WHSE #0767 | 5335031000 | \$8.22 |
| ZUMACH DARRIN | 06/13/19 | \$30.78 | THE HOME DEPOT #4703 | 5335035000 | \$30.78 |
| ZUMACH DARRIN | 06/14/19 | \$9.69 | FEDEX 787863274440 | 5335042000 | \$9.69 |
| ZUMACH DARRIN | 06/28/19 | \$6.00 | WSDOT GOOD TO GO | 5335043000 | \$6.00 |
| ZUMACH DARRIN | 06/30/19 | \$21.00 | POWERHOUSE RESTAURANT & B | 5335043000 | <u>\$21.00</u> |

\$20,178.00



To: Mayor Styron Sherrell and City Council Members
From: Dustin Sloan, Public Works Superintendent
Date: August 19, 2019
Re: Landscaping Services

ATTACHMENTS: Brightview Contract

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “to authorize the Mayor to sign the replacement maintenance service agreement with Brightview Landscape Services, Inc. to include verbiage necessary for prevailing wages.”

Issue: The City does not have sufficient staff or expertise to meet the required commitment and therefore entered into an agreement with Brightview Landscapes, LLC to provide landscaping services in 2018 according to the scope of services associated with contract. However, the 2018 contract lacked the provision regarding prevailing wage. The prior agreement is terminated as of the effective date of this new agreement.

Discussion: Section 18 of the attached 2019 Brightview contract complies with Chapter 39.12 RCW relating to prevailing wages. This section states that 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.

This Page Left Intentionally Blank



**CITY OF MILTON MAINTENANCE SERVICE AGREEMENT
(Landscape Maintenance)**

THIS Agreement is made effective as of the _____ day of August 2019, by and between the **City of Milton, Washington** (“City”) and **Brightview Landscape Services, Inc.** (“Service Provider”).

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 Service Provider to provide the necessary services for the project; and

WHEREAS, the Service Provider has represented to the City that the Service Provider 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 landscaping maintenance to the City of Milton Parks and Right-of-Way.

2. Services by the Service Provider.

A. The City hereby retains the Service Provider 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 Service Provider 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 Service Provider 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.

C. The Service Provider shall comply, with all federal, state, county, municipal, and other local laws, rules, and regulations for chemical application, such as Roundup. The Service Provider does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to the Service Provider’s use of chemicals during service, (or lack of safety) of any site with respect to periods before, during, or after services are performed. The City and any of their associated parties shall not rely on the Service Provider to provide any such assurances at any time.

D. The Service Provider shall not be liable for any losses resulting from the provision of services or performance hereunder, if such losses are due to causes or conditions beyond its reasonable control, including but not limited to losses in any way related to or associated with state or local water regulations or mandates or the Service Provider’s compliance or good faith efforts to comply with state or local water regulations or mandates. The Service Provider shall not be liable for any failure to perform as a direct or indirect result of the Service Provider’s compliance with or good faith efforts to comply with state or local water regulations or mandates.

E. If, due to any change in applicable law or regulations subsequent to the date of this Agreement, performance of any services in the manner contemplated as of the date hereof shall become impracticable or impossible, the Service Provider shall have the right to immediately terminate this Agreement.

3. Schedule of Work.

The Service Provider 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. Service Provider shall complete the work described in Section I and the Scope of Work attached hereto as Exhibit A by **March 31, 2021**. A failure to complete the work within the specific timeframe, except where such failure is due to circumstances beyond the control of the Service Provider, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the, 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 Service Provider. All such extensions shall be in writing and shall be executed by both parties.

4. Compensation.

LUMP SUM (Monthly) – Compensation for the services described in the Scope of Work shall be a Lump Sum of **\$5,587.00** (*excluding Washington State Sales Tax*) per **month**.

A. The Service Provider shall be paid by the City for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in **Exhibit A**, 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 Service Provider 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 if Service Provider fails to cure within seventy-two (72) hours after written notice is provided. Correction of typographical and other clerical errors made by the Service Provider shall be made at no cost to the City.

B. The Service Provider 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 Service Provider. 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. The City must provide at least ten (10) days prior written notice to Contractor, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) service fees required to be paid are subject to a bona fide dispute and (ii) the City intends to pay, in full satisfaction of such disputed service fees, less than the amount invoiced by the Service Provider. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the Service Provider agrees to perform all services contemplated by this Agreement for no more than said maximum amount. The Service Provider 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 Service Provider 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 Service Provider and appearing therein when required to do so by the City. The Service Provider 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 Service Provider 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**. 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 Service Provider 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 Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Service Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Service Provider 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 Service Provider. 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 Service Provider, a final payment shall be made to the Service Provider for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the Service Provider of the notice to terminate. In the event that services of the Service Provider are terminated by the City for fault on part of the Service Provider, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Service Provider 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 Service Provider may terminate this Agreement at any time upon thirty (30) days' notice to the City.

9. Standard of Care.

The Service Provider 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 Service Provider 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. Indemnification/Hold Harmless.

The Service Provider 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 Service Provider and/or damage to property, arising out of or resulting from the acts, errors or omissions of the Service Provider, its officers, agents, sub-Service Provider's 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 Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Service Provider's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider'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.

11. Insurance.

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

- A. Minimum Scope of Insurance

The Service Provider 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 as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

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

B. Minimum Amounts of Insurance

The Service Provider 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 and \$2,000,000 products-completed operations 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 Service Provider 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 Service Provider'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 Service Provider's insurance and shall not contribute with it.

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

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 Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

F. Notice of Cancellation

The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider from the City.

H. Subcontractor's Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

I. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

12. Assigning or Subcontracting.

The Service Provider 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-Service Provider's 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.

13. Independent Contractor.

The Service Provider 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 Service Provider, or any employee of the Service Provider, 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 Service Provider which may arise as an incident of the Service Provider performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Service Provider.

14. 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

Service Provider:

BrightView Landscape Services, Inc.
Attn: Erik Svensson
5524 66th Ave E
Puyallup, WA 98371

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.

15. 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 Service Provider for any breach of the Agreement by the Service Provider, or for failure of the Service Provider 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

16. 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.

17. Taxes.

The Service Provider 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 Service Provider.

18. Bidder & Subcontractor Responsibility / Prevailing Wage.

Contractor shall certify compliance with the bidder responsibility criteria of RCW 39.04.350(1) and (2) prior to execution of this Contract. Pursuant to the requirement of RCW 39.06.020, the Contractor shall verify the bidder responsibility criteria for all of its first-tier subcontractors at the time of subcontract execution. A subcontractor of any tier hiring other subcontractors shall verify the bidder responsibility criteria for each of its subcontractors at the time of subcontract execution.

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. 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 Service Provider 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 Service Provider's own risk, and the Service Provider 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

SERVICE PROVIDER:

By: _____

Name: _____

Title: _____

Date: _____

This Page Left Intentionally Blank



To: Mayor Styron Sherrell and City Council Members
From: Tony Hernandez, Chief of Police
Date: August 19, 2019
Re: Surplus Equipment

ATTACHMENTS: Resolution 19-1923 1st and 2nd read

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “to approve Resolution 19-1923, declaring police equipment to be surplus and authorizing the disposal of same.”

Issue: The City owns a recreational practice climbing wall. This climbing wall and trailer was received by the City of Milton through the Federal Government 1033 program. The climbing wall was requisitioned to be used for community outreach for the police department. When the climbing wall was received it was broken and was repaired by the Edgewood/Milton Cub/Boy Scout Troop 425. Since the climbing was repaired it has been maintained and staffed by Boy Scout Troop 425 in partnership with the Milton Police Department I recommend for insurance, licensing usage and storage reasons this trailer and climbing wall should be surplussed to Boy Scout Troop 425.

Recommendation/Action:

The City Council of the City of Milton does hereby declare that the following vehicles

1. 2005 Best Utility Trailer License #3978ZF Vin #1B9EE272751245249 and Attached Portable Climbing Wall, usable trailer/usable climbing wall,

The City Council authorizes and directs the Police Chief to dispose of the same in a manner that will be to the best advantage to the City of Milton.

Discussion: The following equipment is no longer of use by the Police Department and is recommended to be declared surplus:

2. Milton Municipal Code 3.52.010(A)(3), allows that surplus personal property with an estimated cumulative value of \$20,000 or less can be sold or disposed of by the mayor or designee as they deem is in the best interest of the city. The estimated cumulative value of the item is less than \$20,000.

This Page Left Intentionally Blank

**CITY OF MILTON
RESOLUTION 19-1923**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON,
WASHINGTON, DECLARING POLICE EQUIPMENT TO BE SURPLUS AND
AUTHORIZING THE DISPOSAL OF SAME.**

WHEREAS, the City of Milton owns property described as the following:

1. 2005 Best Utility Trailer License #3978ZF Vin#1B9EE272751245249 and Attached Portable Climbing Wall

WHEREAS, the said listed Vehicles have been used in excess of their functional lifecycle and as such have surpassed their practical value to the City, now therefore;

THE CITY COUNCIL OF THE CITY OF MILTON HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Milton does hereby declare that the

1. 2005 Best Utility Trailer License #3978ZF Vin#1B9EE272751245249 and Attached Portable Climbing Wall are surplus to the needs of the City. The City Council authorizes and directs the Police Chief to dispose of the same in a manner that will be to the best advantage to the City of Milton.

PASSED AND APPROVED at a regular meeting of the Council of the City of Milton, this ____ day of _____, 2019.

Shanna Styron-Sherrell, Mayor

ATTEST:

Trisha Summers, City Clerk

This Page Left Intentionally Blank



To: Mayor Styron Sherrell and City Council Members
From: Nick Afzali, Public Works Director
Dustin Sloan, Public Works Superintendent
Date: August 19, 2019
Re: City of Milton and Pierce County Maintenance Agreement

ATTACHMENTS: Agreement between City of Milton and Pierce County
Exhibit 1: Pierce County Public Works 2019 Hourly Labor Cost Rate
Exhibit 2: Pierce County Public Works 2019 Hourly Equipment Cost rates
City Authorized Personnel

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “to authorize the Mayor to sign the attached second amendment to agreement CC-100004 between Pierce County and the City of Milton.”

Issue: The City and Pierce County entered into an agreement in December 2010 for services to be provided by the County for emergency, back-up, routine, and preventative services for traffic signal maintenance and repair services.

Discussion: The Public Works Department, in coordination with the County, is proposing to amend the agreement with Pierce County to include De-icing/Anti-icing services as well as reflecting updated Pierce County Public Works 2019 Hourly Labor and Equipment Cost Rates.

This Page Left Intentionally Blank

COPY

**AGREEMENT BETWEEN
PIERCE COUNTY AND CITY OF MILTON
REGARDING TRAFFIC SIGNAL MAINTENANCE SERVICES**

THIS AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the **CITY OF MILTON**, a municipal corporation of the State of Washington (herein referred to as "CITY").

WHEREAS, the CITY has determined that it is in the CITY'S interest to contract with the COUNTY for traffic signal maintenance and repair services at certain intersections:

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and CITY as follows:

SECTION 1. PURPOSE. The purpose of this agreement is to provide for emergency, back-up, routine, and preventative traffic signal maintenance and repair services on an on-call, as needed basis for the CITY as directed by the CITY and to memorialize the agreement between the parties relating to these traffic signal maintenance and repair services.

SECTION 2. COUNTY OBLIGATIONS. The COUNTY shall provide the personnel, equipment, and materials deemed by the COUNTY as necessary to provide the emergency and routine preventative services for traffic signal maintenance and repair to the CITY when requested by the CITY on an on-call, as needed basis.

The COUNTY represents that it has the necessary personnel, equipment, materials, supplies, knowledge, skill and experience to provide the services described in this section and required by this Agreement. The COUNTY and any persons employed by it shall use their best efforts to perform the work in a professional manner consistent with sound practices, in accordance with the usual and customary professional care required for services of the type described herein.

The COUNTY is responsible for the direct supervision of its employees. The COUNTY shall be reasonably available to confer with the CITY in regards to services. The COUNTY commits that its services will be performed by careful and efficient employees trained in the best practice and highest standards imposed by the COUNTY.

The COUNTY in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

SECTION 3. CITY OBLIGATIONS. It is the responsibility of the CITY to contact the COUNTY Traffic Operations Center to request the services described in Section 2 of this Agreement as needed. The CITY shall provide the COUNTY with a list of CITY personnel who

are authorized to request these services.

The CITY shall cause this Agreement to be recorded with the Pierce County Auditor or, alternatively, to be listed by subject on a public agency's web site or other electronically retrievable public source.

SECTION 4. TERM OF THE AGREEMENT. Unless sooner terminated as provided elsewhere in the Agreement, this Agreement shall have an initial term commencing on the date of execution of this Agreement and ending on December 31, 2011. After which, the contract shall be automatically renewed annually on January 1 of each year for an additional one year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the then current term.

SECTION 5. COMPENSATION AND BILLING PROCEDURE

5.1. Costs. In consideration for the provision of services described herein, the CITY agrees to pay the COUNTY for the actual work completed. All services provided by the COUNTY will be billed based on a labor, equipment, and materials basis at the prices then in effect, as described below.

- 5.1.1 The labor rate, inclusive of wages and benefits, billed to the CITY shall be the rate in effect when the labor is provided increased by thirty percent (30%) to account for administrative overhead. The rate of overhead includes Maintenance Administration costs and Department Administration costs. No supervision or maintenance office costs will be charged directly. Labor performed on an overtime basis shall be billed at the applicable overtime rate when the labor is provided, currently 150% (or 200% for work performed on Sundays) of the base hourly rate, inclusive of wages and benefits, and shall be increased by thirty percent (30%) to account for administrative overhead.
- 5.1.2 Equipment use will be charged to the CITY based upon the hours used and at the Pierce County Equipment Services Division (ESD) rental rate. A five percent (5%) administrative fee will be assessed for processing.
- 5.1.3 Materials and supplies, including inventory stocked items, will be billed at cost plus a ten percent (10%) administrative processing fee.

Upon request, the COUNTY shall timely provide the then current rates for labor, overtime and Pierce County Equipment Services Division rentals, and the cost of materials and supplies referenced in Section 5, and supporting documentation of bills submitted for payment under this Agreement.

5.2. Billings. The costs of services as outlined will be billed on a monthly basis or upon completion of the work by the COUNTY. Billing shall be itemized to describe the services provided including but not limited to quantities and unit costs for labor, equipment, materials and supplies, and shall be sufficiently detailed to verify the validity thereof. Payments by the CITY will be due within thirty days of receipt of billing. Payments that are not paid within the allotted

time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (0.5%) per month.

The COUNTY shall maintain all records, receipts and invoices, including payroll records, necessary to sufficiently and properly reflect the billings associated with this Agreement. The aforementioned documents shall be subject to reasonable inspection and audit by representatives of CITY or the State Auditor upon request.

SECTION 6. INDEMNIFICATION AND DEFENSE. The COUNTY shall defend, indemnify, and save harmless the CITY, its elected and appointed officials, representatives, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way releases the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's service charges.

The COUNTY specifically promises to indemnify the CITY against claims or suits brought under Title 51 RCW by its agent, employees, representatives or subcontractors and waives any immunity that the COUNTY may have under that title with respect to, but only to, the CITY.

The CITY shall defend, indemnify and save harmless the COUNTY, its elected and appointed officials, representatives, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

The CITY specifically promises to indemnify the COUNTY against claims or suits brought under Title 51 RCW by its agent, employees, representatives or subcontractors and waives any immunity that the CITY may have under that title with respect to, but only to, the COUNTY.

This section shall survive the termination of this Agreement.

SECTION 7. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this Agreement.

SECTION 8. INSURANCE COVERAGE. The COUNTY and the CITY shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$2,000,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

SECTION 9. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 10. DEBARMENT AND SUSPENSION CERTIFICATION. Both the County and the municipal corporation certifies to the best of their respective knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the County and/or the municipal corporation are unable to certify to any of the statements in this certification, they shall attach an explanation to this agreement.

SECTION 11. ASSIGNMENT. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 12. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

CITY OF MILTON
Public Works Director

1000 Laurel Street
Milton, WA 98354

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

Pierce County Public Works and Utilities Department
2702 South 42nd Street, Suite 201
Tacoma, WA 98409-7322
Attention: County Traffic Engineer

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 13. COUNTY AS INDEPENDENT CONTRACTOR. COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of the COUNTY's agents or employees. The COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement.

No agent, employee or representative of the COUNTY shall be deemed to be an agent, employee or representative of the CITY for any purpose. COUNTY shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. Notwithstanding the COUNTY's status as an independent contractor, results of the work performed pursuant to this agreement must meet the approval of the CITY.

Nothing in this Agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded COUNTY or CITY employees by virtue of their employment.

SECTION 14. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 15. ENTIRE AGREEMENT. This Agreement contains all of the Agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SECTION 16. AMENDMENT. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly

authorized agents of both parties.

SECTION 17. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.

This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

SECTION 18. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect; except for Section 13, which if held illegal, invalid or unenforceable, this Agreement shall terminate immediately.

IN WITNESS WHERE OF, the parties have caused this Agreement to be executed on this

21st day of December, 20 10.

CITY OF MILTON

Kathleen Avey

Title: Mayor

Date: 11/22/2010

Approved as to Form:

[Signature]
Bio F. Park, City Attorney

PIERCE COUNTY

[Signature] 12/3/10
DEPARTMENT DIRECTOR Date

[Signature] 12-7-10
DEP. PROSECUTING ATTY Date
(as to legal form only)

[Signature] 12-21
BUDGET AND FINANCE Date

[Signature]
RISK MANAGER Date

N/A
COUNTY EXECUTIVE Date
(if over \$250,000)

**FIRST AMENDMENT TO THE
AGREEMENT BETWEEN
PIERCE COUNTY AND CITY OF MILTON
REGARDING TRAFFIC SIGNAL MAINTENANCE SERVICES**

THIS FIRST AMENDMENT is made and entered into this day by and between PIERCE COUNTY, a political subdivision of the State of Washington (herein referred to as "COUNTY") and CITY OF MILTON, a municipal corporation of the State of Washington (herein referred to as "CITY").

WHEREAS, the parties previously entered into an Agreement dated December 21, 2010 for the COUNTY to provide emergency, back-up, routine and preventative traffic signal maintenance and repair services on an on-call, as needed basis; and

WHEREAS, the CITY has now identified a need for additional traffic maintenance services on an on-call, as-needed basis as requested by the CITY which the COUNTY has determined it can provide; and

WHEREAS, the parties desire to execute a first amendment to the Agreement to add additional traffic and maintenance services on an on-call, as needed basis;

NOW, THEREFORE, it is hereby agreed to as follows:

1. SECTION 2. **COUNTY OBLIGATIONS** and SECTION 3. **CITY OBLIGATIONS** of the Agreement shall be amended to add additional traffic maintenance services as shown in Exhibit 1 to this amendment.
2. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT AND ALL SUPPLEMENTS, MODIFICATIONS, AND AMENDMENTS THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

/

/

/

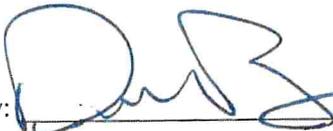
/

/

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being thereunto duly authorized.

DATED this 26TH day of SEPT., 2013.

CITY OF MILTON

By:  9/26/2013
Date

Title: MAYOR

PIERCE COUNTY:

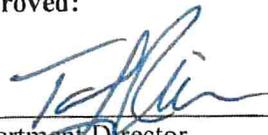
Approved as to Legal Form Only:

By:  9/13/2013
Prosecuting Attorney Date

Recommended:

By:  8/20/13
Budget and Finance Date

Approved:

By:  8/9/13
Department Director Date
(less than \$250,000)

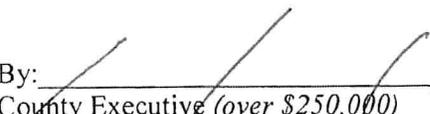
By:  _____
County Executive (over \$250,000) Date

Exhibit 1

SECTION 2. COUNTY OBLIGATIONS. The COUNTY shall provide the personnel, equipment, and materials deemed by the COUNTY as necessary to provide ~~the emergency and routine preventative services for traffic signal maintenance and repair to the CITY when requested by the CITY on an on-call, as needed basis~~ the following services for the CITY under the direction and control of the CITY on an on-call, as needed basis:

Traffic maintenance and operations services, including but not limited to, traffic signals, street lighting, traffic signs, roadway markings, raised pavement markers, and minor engineering projects

The COUNTY represents that it has the necessary personnel, equipment, materials, supplies, knowledge, skill and experience to provide the services described in this section and required by this Agreement. The COUNTY and any persons employed by it shall use their best efforts to perform the work in a professional manner consistent with sound practices, in accordance with the usual and customary professional care required for services of the type described herein.

The COUNTY is responsible for the direct supervision of its employees. The COUNTY shall be reasonably available to confer with the CITY in regards to services. The COUNTY commits that its services will be performed by careful and efficient employees trained in the best practice and highest standards imposed by the COUNTY.

The COUNTY in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

SECTION 3. CITY OBLIGATIONS. It is the responsibility of the CITY to contract the COUNTY Traffic Operations Center to request the services described in Section 2 of this Agreement as needed. The CITY shall provide the COUNTY with a list of CITY personnel who are authorized to request these services. The CITY is obligated to pay for these services pursuant to Section 5 of the Agreement.

The CITY shall cause this Agreement to be recorded with the Pierce County Auditor or, alternatively, to be listed on a public agency's web site of other electronically retrievable public source.

This Page Left Intentionally Blank

SECOND AMENDMENT
TO AGREEMENT CC-100004
BETWEEN PIERCE COUNTY AND THE CITY OF MILTON

THIS SECOND AMENDMENT is entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY," and the undersigned, CITY OF MILTON, a municipal corporation of the State of Washington, hereinafter referred to as "CITY".

WHEREAS, the parties have previously entered into an Agreement dated December 21, 2010, regarding traffic maintenance services; and

WHEREAS, the parties executed a First Amendment on September 26, 2013 to modify Section 2 and Section 3; and

WHEREAS, the parties desire to execute a Second Amendment to modify Section 2 County Obligations, Section 3 City Obligations and replace Section 5 Compensation and Billing Procedure,

NOW THEREFORE, in consideration of the mutual benefits and advantages to be derived by each of the parties,

IS IT HEREBY AGREED as follows:

1. The AGREEMENT number CC-100004 shall be amended to modify Section 2 and Section 3 and replace Section 5, as shown in Attachment 1.
2. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT AND ALL SUPPLEMENTS, MODIFICATIONS, AND AMENDMENTS THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being thereunto duly authorized.

DATED this ____ day of _____, 2019.

CITY OF MILTON

PIERCE COUNTY:

Approved as to form only:

By: _____
Mayor Date

By: _____
Deputy Prosecuting Attorney Date

Approved:

By: _____
Department Director Date

By: _____
Finance Director Date

Attachment 1

Section 2 of the original agreement is modified to add the following:

De-icing/Anti-icing products will be available at the COUNTY's discretion.

Section 3 of the original agreement is modified as follows:

SECTION 3. CITY OBLIGATIONS. It is the responsibility of the CITY to contract the COUNTY Traffic Operations Center to request the services described in Section 2 of this Agreement as needed. The CITY shall provide the COUNTY with a list of CITY personnel who are authorized to request these services. The CITY is obligated to pay for these services pursuant to Section 5 of the Agreement.

~~—The CITY shall cause this Agreement to be recorded with the Pierce County Auditor or, alternatively, to be listed on a public agency's web site of other electronically retrievable public source.~~

Section 5 of the original agreement is replaced in its entirety with the section below.

SECTION 5. COMPENSATION AND BILLING PROCEDURE. In consideration for the provision described herein, the CITY agrees to pay the COUNTY up to \$85,000.00 per calendar year to complete assigned maintenance services. The CITY certifies that sufficient budgeted funds are available to cover the costs of the requested services and agrees to make payment to the COUNTY.

In consideration for the provision of maintenance services described herein, the CITY agrees to pay the COUNTY for the actual work completed based on monthly billings and in accordance with the provisions of Section 2 and 3 above. Monthly billings will be calculated as indicated below:

- A. Labor cost rates will be calculated based on the County's labor cost rates in effect during the period of service performance. Labor cost rates will be calculated based on the hours worked (in .1 increments) for in a specific job class and billed the CITY. The labor cost rates will include all Maintenance and Department Administration costs, as well as material and supply markup costs. No office costs related to management or maintenance will be charged directly.
- B. Equipment cost rates will be calculated based on the County's equipment rental rate in effect during the period of service performance. Equipment charges will be calculated based on the hours in use (in .1 increments) for each type of equipment and billed to the CITY.

- C. Materials and supplies will be billed at cost.
- D. The costs of services as outlined will be calculated and invoiced based on the services or supplies provided in a previous month. The County will make every effort to bill the monthly charges by the thirtieth (30th) day of the following month. Payments by the CITY will be due within thirty days of receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.
- E. The billing rates for labor and equipment related to providing the functions and services each year shall be adjusted annually, effective January 1st of each year to reflect current costs. Increases in the costs that are the results of changes in regulatory requirements will also be included in any increases to billing rates. A list of labor and/or equipment cost rates can be provided upon request.

| <u>Job Profile Name</u> | <u>Hourly Cost Rate</u> |
|------------------------------------|-------------------------|
| Asset Management Specialist 2 | \$ 107.70 |
| Asset Management Specialist 3 | \$ 130.05 |
| Asset Management Specialist 4 | \$ 147.45 |
| Civil Engineer 1 | \$ 136.65 |
| Civil Engineer 2 | \$ 154.98 |
| Civil Engineer 3 | \$ 175.50 |
| Engineering Technician 2 | \$ 107.70 |
| Engineering Technician 3 | \$ 130.05 |
| Engineering Technician 4 | \$ 147.45 |
| Environmental Biologist 1 | \$ 130.05 |
| Environmental Biologist 3 | \$ 167.01 |
| Equipment Operator | \$ 97.08 |
| Heavy Equipment Operator | \$ 104.64 |
| Maintenance Technician | \$ 93.00 |
| Maintenance Technician Lead | \$ 97.95 |
| Maintenance Technician In Training | \$ 87.51 |
| Maintenance Worker | \$ 83.34 |
| Road Operations Field Supervisor | \$ 122.22 |
| Traffic Sign Supervisor | \$ 122.22 |
| Traffic Sign Technician | \$ 93.00 |
| Traffic Signal Technician 1 | \$ 104.73 |
| Traffic Signal Technician 2 | \$ 120.18 |
| Traffic Signal Technician 3 | \$ 129.90 |
| Training Coordinator | \$ 107.70 |

This list may not be inclusive of all labor rates that may be necessary to perform the requested work; additional labor rates will be calculated with the same standard as was used for this list.

This Page Left Intentionally Blank

| Equipment Category | Description | Rental Rate |
|---------------------|--|-------------|
| ATTACHMENT | R199 Plow Roads | 45.63 |
| ATTACHMENT | R200 Plow Small Roads | 30.11 |
| ATTACHMENT | R201 V-Box Roads | 48.25 |
| ATTACHMENT | R202 Vbox Small Roads | 27.03 |
| ATTACHMENT | R203 Brine Tank Roads | 112.92 |
| ATTACHMENT | R209 Ipad Roads | 0.01 |
| ATTACHMENT | S317 Multi Station PW Survey | 9.94 |
| ATTACHMENT | S318 Older Survey Equip PW Survey | 5.97 |
| ATTACHMENT | S319 Leica Antenna PW Survey | 2.93 |
| ATTACHMENT | S320 Total Station PW Survey | 5.25 |
| ATTACHMENT | S321 Leica Controller PW Survey | 3.40 |
| CONSTRUCTION | R123 Ditchmaster Truck Roads | 130.06 |
| CONSTRUCTION | R134 Bridge Inspection Crane Roads | 0.00 |
| CONSTRUCTION | R169 Mower Broom Tractor Roads | 61.81 |
| CONSTRUCTION | R171 Brush Cutter Tractor Roads | 58.82 |
| CONSTRUCTION | R173 Forklift Roads | 6.60 |
| CONSTRUCTION | R174 Pervious Concrete Cleaner | 246.37 |
| CONSTRUCTION | R175 Belt Loader Roads | 117.36 |
| CONSTRUCTION | R177 Small Steel Drum Roller Roads | 12.87 |
| CONSTRUCTION | R179 Medium Rubber Tire Roller Roads | 47.27 |
| CONSTRUCTION | R180 AMMAN AP240 Roller Roads | 248.28 |
| CONSTRUCTION | R183 Asphalt Paver Roads | 134.28 |
| CONSTRUCTION | R185 Cold Milling Machine Roads | 143.54 |
| CONSTRUCTION | R187 Skid Steer Loader / Grinder Roads | 23.87 |
| CONSTRUCTION | R189 Chip Spreader Roads | 258.77 |
| CONSTRUCTION | R191 Motor Grader Roads | 48.41 |
| CONSTRUCTION | R193 Front End Loader Roads | 40.93 |
| CONSTRUCTION | R196 Small Excavator Roads | 18.27 |
| CONSTRUCTION | R197 Backhoe Roads | 25.98 |
| CONSTRUCTION | R207 Genie Lift Roads | 125.77 |
| GROUNDS MAINTENANCE | R165 Straw Chopper Roads | 126.37 |
| GROUNDS MAINTENANCE | R167 Mower Roads | 0.01 |
| GROUNDS MAINTENANCE | R198 Stump Grinder Roads | 97.22 |
| HEAVY DUTY | R113 3 Yard Dump Truck Roads | 27.01 |
| HEAVY DUTY | R115 5 Yard Dump Truck Roads | 31.89 |
| HEAVY DUTY | R116 5 Yard Side Dump Truck Roads | 75.63 |
| HEAVY DUTY | R117 5 Yard Hook Lift Truck Roads | 73.48 |
| HEAVY DUTY | R119 10 Yard Dump Truck Roads | 34.35 |
| HEAVY DUTY | R121 10 Yard Hook Lift Truck Roads | 46.07 |
| HEAVY DUTY | R125 Tanker Flush Truck Roads | 19.10 |
| HEAVY DUTY | R127 Transport Tractor Roads | 34.98 |
| HEAVY DUTY | R129 Vactor Truck Roads | 80.29 |
| HEAVY DUTY | R131 Aerial Bucket Truck Roads | 47.14 |
| HEAVY DUTY | R132 Regen Air Sweeper Roads | 62.97 |
| HEAVY DUTY | R133 Bridge Inspection Truck Roads | 48.32 |
| HEAVY DUTY | R135 Mechanical Sweeper Roads | 69.42 |
| HEAVY DUTY | R136 Asphalt Patch Truck Roads | 74.53 |
| HEAVY DUTY | R137 Small Oil Distributor Truck Roads | 89.56 |
| HEAVY DUTY | R138 Large Oil Distributor Truck Roads | 142.01 |

| | | |
|-------------|--|--------|
| LIGHT DUTY | A338 Crew Cab Pick Up, PW, Admin | 33.97 |
| LIGHT DUTY | B346 Van, Full Size, PW, Bridge Eng | 23.87 |
| LIGHT DUTY | C232 1/4 Ton Pickup, PW, Const Eng | 5.54 |
| LIGHT DUTY | C234 1/2 Ton Pickup, PW, Const Eng | 10.54 |
| LIGHT DUTY | C236 Sport utility, PW, Const Eng | 16.71 |
| LIGHT DUTY | C237 Van Mini-Express, PW, Const Eng | 11.77 |
| LIGHT DUTY | C238 1 Ton Van, PW, Const Eng | 8.72 |
| LIGHT DUTY | C240 3/4 Ton Pickup, PW, Const Eng | 31.41 |
| LIGHT DUTY | R102 Van Mini-Express Roads | 9.73 |
| LIGHT DUTY | R104 Compact Sport Utility Roads | 4.03 |
| LIGHT DUTY | R105 1/4 Ton Pickup Roads | 9.99 |
| LIGHT DUTY | R106 1/2 Ton Pickup Roads | 6.75 |
| LIGHT DUTY | R107 3/4 Ton Pickup Roads | 8.79 |
| LIGHT DUTY | R112 1 Ton Van Roads | 13.67 |
| LIGHT DUTY | S310 1/4 Ton Pickup, PW, Survey | 25.37 |
| LIGHT DUTY | S312 Sport Utility, PW, Survey | 7.04 |
| LIGHT DUTY | S314 3/4 Ton Van, PW, Survey | 7.91 |
| LIGHT DUTY | S315 1/2 Ton Pickup Utility Body PW Survey | 71.87 |
| MEDIUM DUTY | R109 1 Ton Flat Bed Pickup Roads | 10.45 |
| MEDIUM DUTY | R111 1 1/2 Ton Flat Bed Pickup Roads | 14.72 |
| MEDIUM DUTY | S316 1 Ton Utility Body Pickup, PW, Survey | 14.48 |
| TRAILERED | C242 Trailer Core Drill Const Eng | 33.33 |
| TRAILERED | Debris Box, Roads | 15.13 |
| TRAILERED | R139 Oil Distributor Trailer Roads | 46.94 |
| TRAILERED | R140 Attenuator Trailer Roads | 18.74 |
| TRAILERED | R141 Small Equip Ramp Trailer Roads | 6.60 |
| TRAILERED | R142 Small Utility Dump Trailer Roads | 7.40 |
| TRAILERED | R143 2 Axle Tilt Trailer Roads | 6.98 |
| TRAILERED | R145 3 Axle Tilt Trailer Roads | 9.99 |
| TRAILERED | R147 Lowboy Trailer Roads | 23.48 |
| TRAILERED | R148 15 Yard Dump Trailer, Roads | 16.18 |
| TRAILERED | R149 VM Sign Boards Roads | 6.37 |
| TRAILERED | R151 Tow Broom Roads | 28.61 |
| TRAILERED | R153 Crack Seal Trailer Roads | 53.24 |
| TRAILERED | R155 Liquid Asphalt Trailer Roads | 16.21 |
| TRAILERED | R157 Brush Chipper Roads | 24.30 |
| TRAILERED | R161 Hydro-seeder Trailer Roads | 47.41 |
| TRAILERED | R162 Mobile Conveyor Roads | 730.04 |
| TRAILERED | R163 Towable Compressor Trailer Roads | 23.13 |
| TRAILERED | R166 Concrete Saw, Roads | 26.81 |
| TRAILERED | R182 Asphalt Recycler Roads | 226.56 |
| TRAILERED | R205 Debris Box Roads | 15.13 |

This list may not be inclusive of all equipment that may be necessary to perform the requested work; additional equipment rates will be calculated with the same standard as was used for this list.



July 15, 2019

City personnel authorized to request services from Pierce County Traffic Operations Center:

Nick Afzali

Dustin Sloan

Tim Russell

Patrick Wetterlind

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

Mayor Shanna Styron Sherrell

Police Chief Tony Hernandez

Public Works Director Nick Afzali

Finance Director Tara Dunford

City Clerk/HR Generalist Trisha Summers