



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

March 16, 2020
Monday

Regular Meeting
7:00 p.m.

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

A. Planning Commission Appointments

6. Consent Agenda

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

A. Minutes Approval:

- i. March 2, 2020
- ii. March 9, 2020

B. Claims Approval:

- i. Approval of checks/vouchers/disbursements numbered 66717 to 66777 in the amount of \$ 520,595.40.
- ii. Approval of the payroll disbursement for March 5, 2020 in the amount of \$214,691.66.

C. Public Works Contract for Well 5 replacement (Proj. 135)

- D. Union Contract – Fraternal Order of Police
- E. Union Contract – IBEW Local 483

7. Regular Agenda

- A. Approval of Park Board Plan 2020
- B. Budget Amendment Ordinance 1985-20 Approval
- C. Alder Street Water Main Acceptance
- D. Decant Facility Acceptance

8. Council Reports

9. Director Reports

10. Mayors Report

11. Adjournment



Regular Meeting
Monday, March 2, 2020
7:00 p.m.

CALL TO ORDER

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

ROLL CALL

Present: Councilmembers Whitaker, Morton, Gillespie, Linden, Johnson and Whalen

Absent: None. There is one vacancy

STAFF PRESENT

Police Chief Hernandez and City Clerk Trisha Summers.

ADDITIONS/DELETIONS

None

CITIZEN PARTICIPATION

Speaker	Comments
Kim Adams	Slavic Church scale is too large for the neighborhood. Will be bigger than any other buildings in Milton except for Safeway complex. Doesn't fit with Milton Vision statement. Consider this hard.
Cheryl Reid-Simons	Scale of Slavic Church is shocking. This area is zoned residential in the comp plan. This doesn't fit with the vision or neighborhood.
Stephanie Reid-Simonds	There should be no presumption that this Slavic Church should be done. Be mindful of the needs of our citizens.

CONSENT AGENDA

A. Check Approval Process

- a. Minutes Approval:
 - i. January 21, 2020 Regular Meeting

- ii. February 10, 2020 Special Meeting
- b. Claims Approval:
 - i. Approval of the checks/vouchers/disbursements for 2019 numbered 66534 to 66564 in the amount of \$120,902.52.
 - ii. Approval of the checks/vouchers/disbursements for 2020 numbered 66499 to 66716 in the amount of \$1,044,720.71.
 - iii. Approval of the payroll disbursement for 2019 in the amount of \$28,551.48.
 - iv. Approval of the payroll disbursement for 2020 in the amount of \$631,744.16.

MOTION (Morton/Linden) “to approve the Consent Agenda.” **Passed 6/0.**

REGULAR AGENDA

A. Council Interviews & Appointment for Position 3

Mayor Styron Sherrell presented this item to council. There are three candidates for the position of council position #3. The City Clerk drew names in order to establish who would be interviewed in what order. Steve Peretti, Noah Douglas and Bruce White will be interviewed in that order. The candidates retired to a nearby office and came out one by one to introduce themselves and answer questions that council had prepared for each of them.

At the end of the interview process, council recessed and went into Executive Session. Executive session started at 7:49 pm and ended at 8:13 pm.

Motion (Whalen/Johnson) “I move to nominate Steve Peretti for council position #3.”
Passed 6,0

There were no other nominations.

COUNCIL REPORTS

Councilmember Whitaker-

- Welcome to Mr. Peretti and thanks to Noah and Bruce for interviewing. Nice to have you Steve.

Councilmember Johnson-

- Thank you to the applicants for doing the interviews. Don't give up!
- Gave brief update on recent trip to South Africa.

Councilmember Peretti-

- Thanks for the opportunity and it was nice meeting Noah and Bruce.

Councilmember Gillespie -

- Thanks Bruce and Noah! Stick with it.
- SCA was enlightening, I'm excited to be a part of it.
- March of Diapers kicked off March 1-31st. Fife, Edgewood and Milton are all in competition with each other so bring in those diapers for the win!

Councilmember Morton -

- Thank you to the candidates for applying and interviewing.
- Welcome back Susan!
- Welcome and Congrats to Councilmember Peretti.
- Thank you to Officer Hobbs for his service, he had his last patrol on Sunday.

Councilmember Linden-

- Will be assisting Park Board April 25th with the trail cleanup.
- Thank you to Noah and Bruce. Welcome Steve.

Councilmember Whalen -

- Thanks for coming out for the council appointment, Noah and Bruce.
- Attended the SR 99 WSDOT meeting last week. Briefed council on project and passed out fliers pertaining to the project.
- Thank you for the auditor's report, it was good.

DIRECTOR'S REPORTS

Tony Hernandez, Police Chief-

- Welcome to Steve Peretti!
- Spoke to EPFD/Health Depts regarding Coronavirus. We will have info posted on website soon.
- Officer Hobbs has not formally retired yet, we don't have official notice.

MAYOR'S REPORT

- Council retreat is Thursday, March 5th at the Milton Lodge.
- Civil Service and Events Committee still looking for members.
- Will appoint Planning Commission at the next regular meeting.

ADJOURNMENT

The meeting was adjourned at 8:34 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

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Study Session
Monday, March 9, 2020
7:00 p.m.

CALL TO ORDER

Mayor Styron Sherrell called the meeting to order at 7:00 p.m. and two members of Girl Scout Troop # 45219 led the flag salute.

ROLL CALL

Present: Councilmembers Whitaker, Morton, Gillespie, Linden, Johnson and Whalen and Peretti.

STAFF PRESENT

Police Chief Hernandez, Public Works Director Nick Afzali, Finance Director Michelle Robbecke and City Clerk Trisha Summers.

REGULAR AGENDA

A. 4th Quarter 2019 Financial Report

Finance Director Robbecke presented this item. Director Robbecke explained the report fund by fund, highlighting areas where revenue or expenses were higher than expected. The 2019 year ended well, with revenues exceeding projections in most areas.

Council was pleased with the final results of the fund balances for 2019.

B. Budget Amendment Ordinance 1985-20 First Read

Finance Director Robbecke presented this item. This is the first ordinance to amend the 2020 budget. Amendments to the budget will be to amend the ending fund and beginning fund balances based on actual results from the previous year. There are also unexpended portions of the capital and project budgets from 2019 that need to be carried forward into 2020.

C. Well #5 Replacement Drilling

Public Works Director Afzali presented this item. The city needs a new production well to replace Well 5. A request for bids was advertised for the drilling of the new well and was awarded to the lowest responsive bidder, Hold Services, Inc. This project is expected to start in the fourth week of March and last for a duration of 120 working days.

Council asked clarifying questions about the well including depth and future of well additions for the city.

Executive Session In at 7:50pm and Out at 8:23pm

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 or proceedings while in progress pursuant to RCW 42.30.140(4) for approximately 30 minutes.

ADJOURNMENT

The meeting was adjourned at 8:23 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
March 16, 2020

Claim Vouchers:

Payroll Disbursements:

Dates	Check #	Amount
2/24/2020	66717-66745	53,665.27
2/25/2025	ACH, EFT	89,225.56
2/28/2020	EFT	33,930.41
3/2/2020	66746	1,406.72
3/6/2020	66752-66776	35,261.49
3/9/2020	ACH, EFT	279,588.87
3/10/2020	66777	27,517.08

Date	Check #	Amount
3/5/2020	66747-66751, EFT/ACH	214,691.66

Total Accounts Payable:
Voids - none
Printer Error Checks - none

\$ 520,595.40

Total Payroll:

\$ 214,691.66

CHECK REGISTER

City Of Milton
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02/21/2020 To: 03/10/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1161	02/24/2020	Claims	1	66717	AHBL, INC	1,971.28	Planning Services
					001 - 558 60 41 000 - Professional Services	1,971.28	Planning Services- Sept 2019
1162	02/24/2020	Claims	1	66718	ANIXTER INC	89.57	Electric Material
					401 - 533 50 31 000 - Operating Supplies	89.57	Electrical Connectors
1163	02/24/2020	Claims	1	66719	CASCADE COLUMBIA DISTRIBUTION	4,669.66	Water Material
					403 - 534 51 31 000 - Operating Supplies	4,669.66	Water Chlorination Tablets
1164	02/24/2020	Claims	1	66720	CHUCKALS	163.62	Office Supplies; Credit Return; Office Supplies; Credit Return; PW Supplies
					001 - 514 20 31 000 - Office and Operating Supplie:	397.40	Chair, Incite- Dabson
					001 - 514 20 31 000 - Office and Operating Supplie:	-397.40	Return Of Task Chair- Dabson
					001 - 514 20 31 000 - Office and Operating Supplie:	76.33	Legal Pocket Folders
					001 - 514 20 31 000 - Office and Operating Supplie:	-76.33	Return Of Legal Pocket Folders
					001 - 518 30 31 000 - Operating Supplies	0.08	Pens, Light Magnifier, Clipboard, Planner
					406 - 531 30 31 000 - Operating Supplies	1.76	Pens, Light Magnifier, Clipboard, Planner
					401 - 533 50 31 000 - Operating Supplies	126.90	Pens, Light Magnifier, Clipboard, Planner
					403 - 534 50 31 000 - Office and Operating Supplie:	32.53	Pens, Light Magnifier, Clipboard, Planner
					101 - 542 30 31 000 - Office and Operating Supplie:	0.50	Pens, Light Magnifier, Clipboard, Planner
					501 - 548 30 31 000 - Office & Operating Supplies	1.68	Pens, Light Magnifier, Clipboard, Planner
					001 - 576 80 31 000 - Operating Supplies	0.17	Pens, Light Magnifier, Clipboard, Planner
1165	02/24/2020	Claims	1	66721	COPY WRIGHTS INC	89.55	Water Map Book
					403 - 534 50 42 000 - Communication	89.55	Water Map Book
1166	02/24/2020	Claims	1	66722	DAILY JOURNAL OF COMMERCE	281.40	Bid Notice
					404 - 594 34 60 135 - Replacement Well #5	281.40	Bid Notice
1167	02/24/2020	Claims	1	66723	DATA BAR INCORPORATED	3,181.89	Print & Mail
					406 - 531 10 49 003 - Misc/Outside Printing	636.38	Utility Billing Print & Mail
					401 - 533 10 49 003 - Misc/Outside Printing	1,272.76	Utility Billing Print & Mail
					403 - 534 10 49 003 - Misc/Outside Printing	1,272.75	Utility Billing Print & Mail
1168	02/24/2020	Claims	1	66724	LESLIE DOMINIGUEZ	250.00	Refund
					001 - 589 10 00 000 - Refund Facility Deposit	250.00	Refund Rental Deposit- CB Rental
1169	02/24/2020	Claims	1	66725	RON DUNCAN	102.00	Reimbursement
					401 - 533 50 49 001 - Misc/Dues & Memberships	44.88	Reimbursement- CDL License Renewal-Duncan
					403 - 534 50 49 001 - Misc/Dues & Memberships	57.12	Reimbursement- CDL License Renewal-Duncan
1170	02/24/2020	Claims	1	66726	FERGUSON ENTERPRISES, INC.	28,087.27	Water Material; Water Material
					403 - 534 50 31 000 - Office and Operating Supplie:	28,057.53	Water Meters
					403 - 534 50 31 000 - Office and Operating Supplie:	29.74	Clamps
1171	02/24/2020	Claims	1	66727	FIRE KING OF SEATTLE INC.	20.83	Fire Extinguishers
					107 - 521 20 48 000 - Repairs and Maintenance	20.83	Recharge Fire Extinguisher
1172	02/24/2020	Claims	1	66728	GRAINGER INC	286.49	Decant Supplies; Water Material
					403 - 534 50 31 000 - Office and Operating Supplie:	214.59	LED Floodlights
					407 - 594 31 63 097 - Decant Facility	71.90	Squeegee, Broom Handle
1173	02/24/2020	Claims	1	66729	GRAY & OSBORNE INC	5,246.28	Engineering Services; Engineering Services; Engineering Services
					406 - 531 10 41 000 - Professional Services	970.08	Engineering Services- Electrical Mapping Upgrades
					403 - 534 10 41 000 - Professional Services	258.24	Engineering Services- Page 10 Bridge Dev

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			310 - 594 76 62 104 -		Trailhead Improvements	4,017.96	Engineering Services
1174	02/24/2020	Claims	1	66730	GRAYBAR	86.27	Water Material; Water Material
			403 - 534 50 31 000 -		Office and Operating Supplie:	43.39	Water Supply Power Breaker
			403 - 534 50 31 000 -		Office and Operating Supplie:	42.88	Treatment Plant Breaker
1175	02/24/2020	Claims	1	66731	THE HOME DEPOT PRO INSTITUTIONAL	396.31	Facilities Supplies
			001 - 518 30 31 000 -		Operating Supplies	396.31	Hand Soap, Sponges, Paper Towels, Tissue, Gloves
1176	02/24/2020	Claims	1	66732	INTERWEST METALS, INC.	28.53	Decant Material
			407 - 594 31 63 097 -		Decant Facility	28.53	Steel Angle
1177	02/24/2020	Claims	1	66733	LINE-X NORTHWEST	1,364.00	Stormwater Material
			406 - 531 30 31 000 -		Operating Supplies	1,364.00	#37 Line-X Nerf Bars
1178	02/24/2020	Claims	1	66734	NATIONAL BARRICADE CO., LLC	1,280.07	Electric Material
			401 - 533 50 31 000 -		Operating Supplies	1,280.07	Road Safety Signs & Brackets
1179	02/24/2020	Claims	1	66735	O'REILLY/FIRST CALL	356.62	Fleet Material; Electrical Material
			406 - 531 30 31 000 -		Operating Supplies	11.03	#42 Tensioner, Idler Pulley V-Belt
			401 - 533 50 31 000 -		Operating Supplies	194.04	#25 Air & Oil Filter, Plugs, Oil, Center Punch
			401 - 533 50 31 000 -		Operating Supplies	52.19	#25 Sensor
			403 - 534 50 31 000 -		Office and Operating Supplie:	44.16	#42 Tensioner, Idler Pulley V-Belt
			101 - 542 30 31 000 -		Office and Operating Supplie:	55.20	#42 Tensioner, Idler Pulley V-Belt
1180	02/24/2020	Claims	1	66736	PIERCE CO BUDGET & FINANCE	532.36	Liquor Tax
			107 - 589 30 00 107 -		Liquor Board Tax Remit	532.36	4th Qtr 2019 Liquor Profits & Excise Tax
1181	02/24/2020	Claims	1	66737	PRS GROUP, INC	2,086.40	Stormwater Material; Stormwater Material
			406 - 531 30 47 000 -		Public Utility Services	1,192.00	Non-Hazardous Waste Disposal
			406 - 531 30 47 000 -		Public Utility Services	894.40	Non-Hazardous Waste Disposal
1182	02/24/2020	Claims	1	66738	ROBINSON AND NOBLE, INC.	173.00	Consulting Services
			404 - 594 34 60 135 -		Replacement Well #5	173.00	Consulting Services
1183	02/24/2020	Claims	1	66739	STATE AUDITOR'S OFFICE	1,640.07	Annual Audit Services
			001 - 514 20 51 000 -		Prof Services-State Auditor	1,640.07	Accountability Audit- 2018
1184	02/24/2020	Claims	1	66740	SHANNA STYRON SHERRELL	19.62	Reimbursement
			001 - 513 10 43 000 -		Travel	19.62	Lunch- City Action Days- Mayor
1185	02/24/2020	Claims	1	66741	TUCCI & SONS INC.	182.61	Street Material
			101 - 542 30 31 000 -		Office and Operating Supplie:	182.61	Cold Mix
1186	02/24/2020	Claims	1	66742	UNIFIRST CORPORATION	555.63	Uniforms; Uniforms
			001 - 518 30 20 002 -		Uniforms	34.88	Uniforms
			406 - 531 30 20 002 -		Uniforms	106.90	Uniforms
			401 - 533 50 20 002 -		Uniforms	107.40	Uniforms
			401 - 533 50 20 002 -		Uniforms	60.71	Uniforms
			403 - 534 50 20 002 -		Uniforms	179.57	Uniforms
			101 - 542 30 20 002 -		Uniforms	13.24	Uniforms
			501 - 548 30 20 002 -		Uniforms	32.26	Uniforms
			001 - 576 80 20 002 -		Uniforms	20.67	Uniforms
1187	02/24/2020	Claims	1	66743	TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY	26.00	Safekeeping Fees

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 514 20 49 000 -		Miscellaneous	26.00	Safekeeping Fees
1188	02/24/2020	Claims	1	66744	UTILITIES UNDERGROUND LOC CENT	91.94	Monthly Locates
			401 - 533 50 41 000 -		Professional Services	45.97	Monthly Locates
			403 - 534 50 41 000 -		Professional Services	45.97	Monthly Locates
1189	02/24/2020	Claims	1	66745	WATER MANAGEMENT LABORATORIES	406.00	Water Testing
			403 - 534 51 41 000 -		Professional Services	406.00	Water Testing
1143	02/25/2020	Claims	3	EFT	SANDRA LYNN ALLEN	4,500.00	Judge Services
			001 - 512 50 41 000 -		Professional Services	4,500.00	Monthly Judge Services
1144	02/25/2020	Claims	3	EFT	CIT TECHNOLOGY (QDS)	1,512.70	Copier Lease
			001 - 513 10 45 000 -		Operating Rentals and Leases	264.72	Copier Lease
			001 - 514 20 45 000 -		Operating Rentals and Leases	37.82	Copier Lease
			001 - 518 30 45 000 -		Operating Rentals and Leases	7.56	Copier Lease
			107 - 521 20 45 000 -		Operating Rentals and Leases	397.08	Copier Lease
			406 - 531 10 45 000 -		Operating Rentals and Leases	161.10	Copier Lease
			401 - 533 10 45 000 -		Operating Rentals and Leases	285.90	Copier Lease
			403 - 534 10 45 000 -		Operating Rentals and Leases	278.34	Copier Lease
			101 - 542 30 45 000 -		Operating Rentals and Leases	15.88	Copier Lease
			501 - 548 30 45 000 -		Operating Rentals & Leases	18.91	Copier Lease
			001 - 558 50 45 000 -		Operating Rentals and Leases	18.91	Copier Lease
			001 - 558 60 45 000 -		Operating Rentals and Leases	18.91	Copier Lease
			001 - 576 80 45 000 -		Operating Rentals and Leases	7.57	Copier Lease
1145	02/25/2020	Claims	3	EFT	PATRICK DONOVAN	13.18	Reimbursement
			107 - 521 20 31 000 -		Office and Operating Supplie:	13.18	Engine Coolant
1146	02/25/2020	Claims	3	EFT	DANA HERRON	40.00	Reimbursement
			001 - 558 50 49 001 -		Misc/Dues & Memberships	20.00	WWC Of ICC Annual Dues - Herron
			001 - 558 50 49 002 -		Misc/Trng, Registrations	20.00	WWC Of ICC Seminar - Herron
1147	02/25/2020	Claims	3	EFT	OGDEN MURPHY WALLACE	11,700.00	Legal Services
			001 - 515 31 41 000 -		City Attorney	50.00	Public Records Request
			001 - 515 31 41 000 -		City Attorney	4,025.00	Routine Services - January 2020
			001 - 515 31 41 002 -		Labor Attorney	5,475.00	2019 Police & IBEW Negotiation
			001 - 558 60 41 000 -		Professional Services	2,150.00	Bridge Development
1148	02/25/2020	Claims	3	EFT	PIERCE COUNTY SEWER	197.82	Sewer
			001 - 518 30 47 000 -		Public Utility Service	30.83	Sewer
			107 - 521 20 47 000 -		Utilities	38.81	Sewer
			401 - 533 50 47 000 -		Public Utility Services	41.74	Sewer
			001 - 575 50 47 000 -		Public Utilities Services - CB	21.48	Sewer
			001 - 575 50 47 000 -		Public Utilities Services - CB	38.81	Sewer
			001 - 576 80 47 000 -		Public Utility Service	26.15	Sewer
1149	02/25/2020	Claims	3	EFT	TAWNY SMITH LLC	300.00	Zumba Class Instructor
			001 - 571 10 41 000 -		Professional Services	300.00	Zumba Class Instructor
1150	02/25/2020	Claims	3	EFT	US BANK - ST PAUL	39,695.00	Interest
			403 - 592 34 83 000 -		Revenue Bond-Interest	39,695.00	Bond Interest
1151	02/25/2020	Claims	3	EFT	WA DEPT OF REVENUE	31,266.86	Excise Tax
			001 - 518 30 31 000 -		Operating Supplies	150.58	Tax Owed - AED Brands LLC
			107 - 521 20 31 000 -		Office and Operating Supplie:	55.43	Tax Owed - Handcuff Warehouse
			406 - 531 10 44 002 -		Excise Tax	1,371.47	Excise Tax - Stormwater
			401 - 533 10 44 002 -		Elect Excise Tax	19,341.93	Excise Tax - Electric
			401 - 533 50 31 000 -		Operating Supplies	133.35	Tax Owed - Unity
			401 - 533 50 31 000 -		Operating Supplies	21.15	Tax Owed - Kerr Industries Of Texas

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		403 - 534 10 44 002 -		Water Excise Tax	10,102.53	Excise Tax - Water
		501 - 548 30 31 000 -		Office & Operating Supplies	39.39	Tax Owed - Tri Glass
		116 - 573 91 31 000 -		Milton Days - Supplies	32.13	Tax Owed - Best Of Signs
		001 - 575 50 44 002 -		Taxes On Bldg Rentals	18.90	Excise Tax - Rental
1283	02/28/2020	Claims	3	EFT SHELL FLEET PLUS	6,784.28	Fuel
		001 - 518 30 32 000 -		Operating Supplies/Fuel	149.18	Fuel
		107 - 521 20 32 000 -		Fuel	3,704.02	Fuel
		406 - 531 30 32 000 -		Fuel	743.70	Fuel
		401 - 533 50 32 000 -		Fuel	753.30	Fuel
		403 - 534 50 32 000 -		Fuel	962.43	Fuel
		403 - 534 51 32 000 -		Fuel	110.18	Fuel
		101 - 542 30 32 000 -		Operating Supplies/Fuel	212.29	Fuel
		001 - 576 80 32 000 -		Fuel	149.18	Fuel
1284	02/28/2020	Claims	3	EFT US BANK PROCUREMENT CARD	27,146.13	Afzali; Arnhold; Bedwell; Camden; Eaton; Hernandez; Herron; Hobbs; Hume; Johnson; Luckman; Magana-Bedolla; Mayer; Mediola; Mercer; Richards; Robbecke; Rodriguez; Rose; Russell; Sloan; Mayor Styron She
		001 - 511 60 43 000 -		Travel	146.69	City Action Days Lodging - Gillespie
		001 - 511 60 49 002 -		Misc/Trng, Registrations	200.00	City Actions Days - Gillespie
		001 - 513 10 31 000 -		Office and Operating Supplie:	36.79	Computer Case & Mouse For Laptop
		001 - 513 10 42 000 -		Communication	22.73	Comcast - Phone/Internet
		001 - 513 10 42 000 -		Communication	134.49	Verizon Cell Phones
		001 - 513 10 43 000 -		Travel	14.02	Action Days Dinner - Mayor
		001 - 513 10 43 000 -		Travel	141.13	City Action Days - Mayor
		001 - 513 10 49 002 -		Misc/Trng, Registrations	25.00	Chamber Mtg - Summers
		001 - 514 20 31 000 -		Office and Operating Supplie:	24.17	Mouse Tray
		001 - 514 20 42 000 -		Communication	22.76	Comcast - Phone/Internet
		001 - 514 20 42 000 -		Communication	75.52	Verizon Cell Phones
		001 - 514 20 49 001 -		Misc/Dues & Memberships	49.00	Records Subscription Construction Cost Index - Engineering News
		001 - 514 20 49 002 -		Misc/Trng, Registrations	250.00	MRSC Annual Reporting Workshop - Robbecke/Mayer
		001 - 517 90 31 001 -		Employee Recognition	18.99	Council Cake
		001 - 518 30 31 000 -		Operating Supplies	2.29	Filters, Oil & Cleaner
		001 - 518 30 31 000 -		Operating Supplies	12.07	Batteries
		001 - 518 30 31 000 -		Operating Supplies	27.24	Saw Blade, Nuts & Bolts
		001 - 518 30 31 000 -		Operating Supplies	53.48	Screwdriver, Bots, Hacksaw Blade & Door Pulls
		001 - 518 30 31 000 -		Operating Supplies	27.46	Vacuum Cleaner Bags
		001 - 518 30 32 000 -		Operating Supplies/Fuel	1.92	Fuel
		001 - 518 30 32 000 -		Operating Supplies/Fuel	9.02	Fuel
		001 - 518 30 32 000 -		Operating Supplies/Fuel	14.89	Fuel
		001 - 518 30 42 000 -		Communication	11.38	Comcast - Phone/Internet
		001 - 518 30 42 000 -		Communication	37.70	Verizon Cell Phones
		001 - 518 30 42 000 -		Communication	1.13	Verizon PW Shop Cell Phones
		503 - 518 80 41 001 -		Professional Services - IT	6,178.68	Locke Systems IT Services
		001 - 518 80 42 000 -		Communications - Citywide	40.14	Verizon Cell Phones
		503 - 518 80 49 004 -		Software Licenses/Subscriptic	183.35	Computer Service Extension - Hernandez
		107 - 521 20 31 000 -		Office and Operating Supplie:	131.15	Monocular
		107 - 521 20 31 000 -		Office and Operating Supplie:	78.15	Mud Guards
		107 - 521 20 31 000 -		Office and Operating Supplie:	6.57	De-Icer
		107 - 521 20 31 000 -		Office and Operating Supplie:	60.44	Tire Chains
		107 - 521 20 31 000 -		Office and Operating Supplie:	389.09	Evidence Bags/Tape Supplies
		107 - 521 20 31 000 -		Office and Operating Supplie:	43.50	Wiper Blades
		107 - 521 20 31 000 -		Office and Operating Supplie:	224.20	Nik Test Kits

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		107 - 521 20 31 000		- Office and Operating Supplie:	172.78	Expandable Fencing
		107 - 521 20 31 000		- Office and Operating Supplie:	426.18	Evidence Tents, Electronic Bags, Scissors, Calendar
		107 - 521 20 31 000		- Office and Operating Supplie:	32.39	Shop Towels & Tape
		107 - 521 20 31 000		- Office and Operating Supplie:	22.47	Batteries
		107 - 521 20 31 000		- Office and Operating Supplie:	16.25	Envelopes
		107 - 521 20 31 000		- Office and Operating Supplie:	49.03	Laptop Backpacks
		107 - 521 20 31 000		- Office and Operating Supplie:	35.12	USB Hub
		107 - 521 20 31 000		- Office and Operating Supplie:	96.74	Notebooks & Post It Notes
		107 - 521 20 31 000		- Office and Operating Supplie:	89.50	Phone Charges, Cables & Hub
		107 - 521 20 31 000		- Office and Operating Supplie:	13.16	Hex Wrench Set
		107 - 521 20 32 000		- Fuel	367.87	Fuel
		107 - 521 20 32 000		- Fuel	154.38	Fuel
		107 - 521 20 35 000		- Small Tools and Equipment	344.52	Work Lights
		107 - 521 20 36 000		- Small Assets/IT	63.70	Computer Cables
		107 - 521 20 36 000		- Small Assets/IT	305.52	2 Office Chairs
		107 - 521 20 41 000		- Professional Services	95.62	Investigative Checks
		107 - 521 20 41 000		- Professional Services	19.95	Mobile Lock
		107 - 521 20 42 000		- Communication	4.26	Shipping DUI Vial
		107 - 521 20 42 000		- Communication	68.27	Comcast - Phone/Internet
		107 - 521 20 42 000		- Communication	1,079.61	Verizon Cell Phones
		107 - 521 20 43 000		- Travel	120.00	Bridge Toll
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	5.00	Car Wash
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	845.12	Tire Chains
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	27.48	Brake Inspection
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	563.48	Bumper, Bumper Cover & Weather Stripping
		107 - 521 20 49 001		- Misc/Dues & Memberships	115.00	FBINAA Dues
		107 - 521 20 49 001		- Misc/Dues & Memberships	50.00	Membership Airborne Public Safety - Johnson
		107 - 521 40 49 002		- Misc/Trng, Registrations	350.00	Background Investigation Seminar - Johnson
		406 - 531 10 31 000		- Office and Operating Supplie:	51.57	File Folders, Dymo Labels & Copy Paper
		406 - 531 10 42 000		- Communication	45.51	Comcast - Phone/Internet
		406 - 531 10 42 000		- Communication	10.20	Verizon Cell Phones
		406 - 531 30 31 000		- Operating Supplies	93.73	Iron Supplies For Hydrant Pumps
		406 - 531 30 31 000		- Operating Supplies	47.23	Hydraulic Pump
		406 - 531 30 31 000		- Operating Supplies	5.19	Fittings For Valve
		406 - 531 30 31 000		- Operating Supplies	67.00	Control Valve
		406 - 531 30 31 000		- Operating Supplies	237.36	#3 Brakepads
		406 - 531 30 31 000		- Operating Supplies	14.28	Filters, Oil & Cleaner
		406 - 531 30 31 000		- Operating Supplies	48.30	Clipboards
		406 - 531 30 31 000		- Operating Supplies	11.88	Bolts
		406 - 531 30 31 000		- Operating Supplies	2.53	Fittings
		406 - 531 30 31 000		- Operating Supplies	10.23	AED Lables
		406 - 531 30 32 000		- Fuel	7.05	Fuel
		406 - 531 30 32 000		- Fuel	9.97	Fuel
		406 - 531 30 32 000		- Fuel	80.49	Fuel
		406 - 531 30 32 000		- Fuel	11.97	Fuel
		406 - 531 30 32 000		- Fuel	5.61	Fuel
		406 - 531 30 32 000		- Fuel	21.64	Fuel
		406 - 531 30 32 000		- Fuel	44.15	Fuel
		406 - 531 30 35 000		- Small Tools and Equipment	582.83	#37 Cutting Edge For Plow
		406 - 531 30 42 000		- Communication	193.56	Verizon Cell Phones
		406 - 531 30 42 000		- Communication	6.90	Verizon PW Shop Cell Phones
		406 - 531 30 49 002		- Misc/Trng, Registrations	798.00	CESCL Stormwater Class - Bedwell/Richards
		406 - 531 30 49 002		- Misc/Trng, Registrations	116.61	Supervisor Training - Sloan
		401 - 533 10 42 000		- Communications	105.82	Comcast - Phone/Internet

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		401 - 533 10 42 000		Communications	20.01	Verizon Cell Phones
		401 - 533 10 42 000		Communications	73.25	Verizon - Utility Tower Communication
		401 - 533 10 43 000		Travel	156.92	PCCPA Manager Luncheon Hosted By Milton
		401 - 533 50 31 000		Operating Supplies	47.24	Hydraulic Pump
		401 - 533 50 31 000		Operating Supplies	5.19	Fittings For Valve
		401 - 533 50 31 000		Operating Supplies	66.99	Control Valve
		401 - 533 50 31 000		Operating Supplies	151.62	#25 Coil Pack Rebuilt Kit
		401 - 533 50 31 000		Operating Supplies	769.24	#25 & #26 Headlights
		401 - 533 50 31 000		Operating Supplies	19.40	Filters, Oil & Cleaner
		401 - 533 50 31 000		Operating Supplies	4.39	Tape Measure
		401 - 533 50 31 000		Operating Supplies	92.06	Utility Locate Marker Flags
		401 - 533 50 31 000		Operating Supplies	2.53	Fittings
		401 - 533 50 31 000		Operating Supplies	79.13	Copies Of Maps
		401 - 533 50 31 000		Operating Supplies	10.22	AED Labels
		401 - 533 50 31 000		Operating Supplies	106.32	Ph Adapters
		401 - 533 50 31 000		Operating Supplies	51.44	Garbage Can
		401 - 533 50 32 000		Fuel	7.04	Fuel
		401 - 533 50 32 000		Fuel	9.97	Fuel
		401 - 533 50 32 000		Fuel	16.26	Fuel
		401 - 533 50 32 000		Fuel	5.61	Fuel
		401 - 533 50 32 000		Fuel	28.85	Fuel
		401 - 533 50 32 000		Fuel	57.51	Fuel
		401 - 533 50 42 000		Communication	5.32	PW Shop Cable
		401 - 533 50 42 000		Communication	330.09	Verizon Cell Phones
		401 - 533 50 42 000		Communication	2.92	Verizon PW Shop Cell Phones
		401 - 533 50 42 000		Communication	24.77	Verizon Curtailment
		401 - 533 50 43 000		Travel	13.49	Travel Food - Rodriguez
		401 - 533 50 43 000		Travel	14.99	Travel Meal - Zumach
		401 - 533 50 48 000		Repairs and Maintenance	379.11	#22 Alignment
		401 - 533 50 48 001		Vehicle R&M	32.00	Vehicle Wash
		401 - 533 50 48 001		Vehicle R&M	278.89	Hydraulic Hoses
		403 - 534 10 42 000		Communication	110.37	Comcast - Phone/Internet
		403 - 534 10 42 000		Communication	10.57	Verizon Cell Phones
		403 - 534 10 42 000		Communication	73.25	Verizon - Utility Tower Communication
		403 - 534 50 31 000		Office and Operating Supplie:	93.74	Iron Supplies For Hydrant Pumps
		403 - 534 50 31 000		Office and Operating Supplie:	13.18	Gas Cap
		403 - 534 50 31 000		Office and Operating Supplie:	24.77	Spray Paint
		403 - 534 50 31 000		Office and Operating Supplie:	217.80	Batteries
		403 - 534 50 31 000		Office and Operating Supplie:	47.23	Hydraulic Pump
		403 - 534 50 31 000		Office and Operating Supplie:	5.19	Fittings For Valve
		403 - 534 50 31 000		Office and Operating Supplie:	67.00	Control Valve
		403 - 534 50 31 000		Office and Operating Supplie:	59.38	#56 Headlight
		403 - 534 50 31 000		Office and Operating Supplie:	16.57	Filters, Oil & Cleaner
		403 - 534 50 31 000		Office and Operating Supplie:	49.14	Casters For Cart
		403 - 534 50 31 000		Office and Operating Supplie:	79.32	Shovels
		403 - 534 50 31 000		Office and Operating Supplie:	4.39	Tape Measure
		403 - 534 50 31 000		Office and Operating Supplie:	16.49	#40 First Aid Kit
		403 - 534 50 31 000		Office and Operating Supplie:	2.53	Fittings
		403 - 534 50 31 000		Office and Operating Supplie:	10.23	AED Labels
		403 - 534 50 32 000		Fuel	7.05	Fuel
		403 - 534 50 32 000		Fuel	9.97	Fuel
		403 - 534 50 32 000		Fuel	13.88	Fuel
		403 - 534 50 32 000		Fuel	5.61	Fuel
		403 - 534 50 32 000		Fuel	27.95	Fuel
		403 - 534 50 32 000		Fuel	56.06	Fuel
		403 - 534 50 42 000		Communication	5.32	PW Shop Cable
		403 - 534 50 42 000		Communication	363.31	Verizon Cell Phones
		403 - 534 50 42 000		Communication	11.92	Verizon PW Shop Cell Phones

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		403 - 534 50 43 000		Travel	22.83	OT Meals - Russell
		403 - 534 50 49 001		Misc/Dues & Memberships	700.00	Evergreen Rural Water Membership Dues
		403 - 534 50 49 002		Misc/Trng, Registrations	88.74	Water Work Certificate - Fonda
		403 - 534 50 49 002		Misc/Trng, Registrations	300.00	WDMI Exam Review - Fonda
		403 - 534 50 49 002		Misc/Trng, Registrations	149.50	Supervisor Training - Sloan
		403 - 534 50 49 002		Misc/Trng, Registrations	88.74	Water Distribution Specialist Registration - Fonda
		403 - 534 51 42 000		Communication	6.85	Postage
		403 - 534 51 47 001		Public Utility Services	995.22	Lakehaven - Water Intertie
		101 - 542 30 31 000		Office and Operating Supplie:	8.55	Fasteners
		101 - 542 30 31 000		Office and Operating Supplie:	3.29	Gas Cap
		101 - 542 30 31 000		Office and Operating Supplie:	330.62	Hydraulic Pump
		101 - 542 30 31 000		Office and Operating Supplie:	36.32	Fitting For Valve
		101 - 542 30 31 000		Office and Operating Supplie:	468.97	Control Valve
		101 - 542 30 31 000		Office and Operating Supplie:	4.92	Caps
		101 - 542 30 31 000		Office and Operating Supplie:	39.56	#3 Brakepads
		101 - 542 30 31 000		Office and Operating Supplie:	14.84	#56 Headlight
		101 - 542 30 31 000		Office and Operating Supplie:	2.29	Filters, Oil & Cleaner
		101 - 542 30 31 000		Office and Operating Supplie:	51.58	File Folders, Dymo Labels & Copy Paper
		101 - 542 30 31 000		Office and Operating Supplie:	17.70	Fittings
		101 - 542 30 31 000		Office and Operating Supplie:	10.23	AED Labels
		101 - 542 30 32 000		Operating Supplies/Fuel	7.05	Fuel
		101 - 542 30 32 000		Operating Supplies/Fuel	69.81	Fuel
		101 - 542 30 32 000		Operating Supplies/Fuel	1.92	Fuel
		101 - 542 30 32 000		Operating Supplies/Fuel	39.26	Fuel
		101 - 542 30 32 000		Operating Supplies/Fuel	0.90	Fuel
		101 - 542 30 32 000		Operating Supplies/Fuel	3.25	Fuel
		101 - 542 30 35 000		Small Tools and Equipment	145.71	#37 Cutting Edge For Plow
		101 - 542 30 42 000		Communication	22.76	Comcast - Phone/Internet
		101 - 542 30 42 000		Communication	44.27	Verizon Cell Phones
		101 - 542 30 42 000		Communication	2.39	Verizon PW Shop Cell Phones
		101 - 542 30 43 000		Travel	50.60	OT Meals - Sloan/Bedwell/Russell
		101 - 542 30 49 002		Misc Training/Registrations	32.89	Supervisor Training - Sloan
		501 - 548 30 31 000		Office & Operating Supplies	152.03	Chair Mat, Rolling Cart, Power Strip
		501 - 548 30 31 000		Office & Operating Supplies	35.24	Storage Bin
		501 - 548 30 31 000		Office & Operating Supplies	127.31	Ladder, Cables, Crimping Tool
		501 - 548 30 31 000		Office & Operating Supplies	156.07	Flood Light & Head Light
		501 - 548 30 31 000		Office & Operating Supplies	219.98	Portable Hard Drive
		501 - 548 30 31 000		Office & Operating Supplies	74.73	Tote, Cables & Keys
		501 - 548 30 32 000		Fuel	9.94	Fuel
		501 - 548 30 35 000		Small Tools & Equipment	262.31	Sockets
		501 - 548 30 42 000		Communications	11.38	Comcast - Phone/Internet
		501 - 548 30 42 000		Communications	49.67	Verizon Cell Phones
		501 - 548 30 42 000		Communications	0.13	Verizon PW Shop Cell Phones
		001 - 558 50 31 000		Office and Operating Supplie:	51.67	Calendars, Folders, Certificates
		001 - 558 50 31 000		Office and Operating Supplie:	51.58	File Folders, Dymo Labels & Copy Paper
		001 - 558 50 35 000		Small Tools and Equipment	36.23	Tape & Weatherproof Supplies
		001 - 558 50 42 000		Communications	11.38	Comcast - Phone/Internet
		001 - 558 50 42 000		Communications	47.76	Verizon Cell Phones
		001 - 558 60 31 000		Operating Supplies	51.58	File Folders, Dymo Labels & Copy Paper
		001 - 558 60 42 000		Communication	11.38	Comcast - Phone/Internet
		001 - 558 60 42 000		Communication	7.55	Verizon Cell Phones
		001 - 575 50 31 000		Supplies -	5.99	Poster Board
		001 - 575 50 48 002		Repair & Maint - AC	334.10	Gas Leak Inspection Activity Center
		001 - 576 80 31 000		Operating Supplies	118.68	#3 Brakepads
		001 - 576 80 31 000		Operating Supplies	2.29	Filters, Oil & Cleaner
		001 - 576 80 31 000		Operating Supplies	5.02	Nuts & Bolts
		001 - 576 80 32 000		Fuel	1.92	Fuel
		001 - 576 80 32 000		Fuel	1.80	Fuel

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					001 - 576 80 32 000 - Fuel	3.80	Fuel
					001 - 576 80 42 000 - Communication	11.38	Comcast - Phone/Internet
					001 - 576 80 42 000 - Communication	22.76	Verizon Cell Phones
					001 - 576 80 42 000 - Communication	1.13	Verizon PW Shop Cell Phones
					404 - 594 34 60 150 - 2 MG Tank Drive Replaceme	384.64	Hot Water Heater For Treatment Plant
1255	03/02/2020	Claims	1	66746	IMPRESSIVE SIGNS & GRAPHICS OF WA INC.	1,406.72	AC Sign
					001 - 518 30 48 002 - Building Repair & Maint	1,406.72	Final On AC Sign
1402	03/06/2020	Claims	1	66752	AHBL, INC	18,648.29	Planning Services; Planning Services
					001 - 558 60 41 000 - Professional Services	5,044.09	Planning Services- Oct 2019 On-Site Planning
					001 - 558 60 41 000 - Professional Services	13,604.20	Planning Services- Oct 2019 Lloyd's Bridge
1403	03/06/2020	Claims	1	66753	ALPINE PRODUCTS INC.	87.89	Street Material
					101 - 542 30 31 000 - Office and Operating Supplie:	87.89	Sign Parts
1404	03/06/2020	Claims	1	66754	ALTEC INDUSTRIES INC.	74.23	Electric Material
					401 - 533 50 35 000 - Small Tools and Equipment	74.23	Hotstick Attachment
1405	03/06/2020	Claims	1	66755	ANIXTER INC	3,185.52	Electric Material; Capital Improvements
					401 - 533 50 31 000 - Operating Supplies	117.37	Secondary Power Insulator & Spool
					402 - 594 33 62 126 - Misc - Cable Replacement	1,846.33	Bushing Extender/ Adapter
					402 - 594 33 62 138 - Pole Replacement Project	1,221.82	Electric Parts & Fittings
1406	03/06/2020	Claims	1	66756	BUENAVISTA SERVICES, INC.	825.00	Janitorial Services
					001 - 518 30 41 000 - Professional Services	425.50	Janitorial Services- Jan 2020
					107 - 521 20 41 000 - Professional Services	185.00	Janitorial Services- Jan 2020
					401 - 533 10 41 000 - Professional Services	214.50	Janitorial Services- Jan 2020
1407	03/06/2020	Claims	1	66757	CASCADE COLUMBIA DISTRIBUTION	348.24	Water Material
					403 - 534 51 31 000 - Operating Supplies	348.24	Chemicals
1408	03/06/2020	Claims	1	66758	CDW GOVERNMENT	387.42	Computer Monitors & Cable
					001 - 518 30 31 000 - Operating Supplies	3.87	Computer Monitors & Cable
					406 - 531 10 31 000 - Office and Operating Supplie:	100.73	Computer Monitors & Cable
					401 - 533 10 31 000 - Office and Operating Supplie:	92.98	Computer Monitors & Cable
					403 - 534 10 31 000 - Office and Operating Supplie:	100.73	Computer Monitors & Cable
					101 - 542 30 31 000 - Office and Operating Supplie:	23.25	Computer Monitors & Cable
					001 - 558 50 31 000 - Office and Operating Supplie:	34.87	Computer Monitors & Cable
					001 - 558 60 31 000 - Operating Supplies	11.62	Computer Monitors & Cable
					001 - 576 80 31 000 - Operating Supplies	19.37	Computer Monitors & Cable
1409	03/06/2020	Claims	1	66759	CENTURYLINK	233.54	T1 Lines
					107 - 521 20 42 000 - Communication	77.84	T1 Lines
					401 - 533 10 42 000 - Communications	77.86	T1 Lines
					403 - 534 10 42 000 - Communication	77.84	T1 Lines
1410	03/06/2020	Claims	1	66760	CHUCKALS	126.33	PW Admin Custom Stamp
					406 - 531 10 31 000 - Office and Operating Supplie:	42.11	Custom Stamp
					001 - 558 50 31 000 - Office and Operating Supplie:	42.11	Custom Stamp
					001 - 558 60 31 000 - Operating Supplies	42.11	Custom Stamp
1411	03/06/2020	Claims	1	66761	CORE & MAIN	2,486.94	Electric Material; Water Material; Water Material; Water Material
					401 - 533 50 35 000 - Small Tools and Equipment	64.29	Tubing Cutter
					403 - 534 50 31 000 - Office and Operating Supplie:	201.55	Water Couplings
					403 - 534 50 31 000 - Office and Operating Supplie:	578.23	Misc. Water Parts
					403 - 534 50 31 000 - Office and Operating Supplie:	261.03	Water Meter Key
					403 - 534 50 31 000 - Office and Operating Supplie:	480.83	Hydrant Repair Kit

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			403 - 534 50 31 000 - Office and Operating Supplie:			573.51	Repair Clamp
			403 - 534 50 31 000 - Office and Operating Supplie:			327.50	Air Release Valve W/ Bug Screen
1412	03/06/2020	Claims	1	66762	FIRE PROTECTION, INC	738.91	Annual Fire Inspection
			001 - 518 30 41 000 - Professional Services			738.91	Annual Fire Inspection
1413	03/06/2020	Claims	1	66763	HDS WHITE CAP CONST SUPPLY	157.59	Fleet Material
			001 - 518 30 31 000 - Operating Supplies			22.04	Safety Glasses, Spray Paint
			406 - 531 30 31 000 - Operating Supplies			62.09	Safety Glasses, Spray Paint
			403 - 534 50 31 000 - Office and Operating Supplie:			25.71	Safety Glasses, Spray Paint
			101 - 542 30 31 000 - Office and Operating Supplie:			25.71	Trash Bags
			001 - 576 80 31 000 - Operating Supplies			22.04	Trash Bags
1414	03/06/2020	Claims	1	66764	THE HOME DEPOT PRO INSTITUTIONAL	301.97	Parks Supplies; PW Supplies
			001 - 518 30 31 000 - Operating Supplies			61.01	Bath Tissue
			406 - 531 30 31 000 - Operating Supplies			37.96	Deodorizer, Paper Towels, Can Liners, Disinfect Mop
			401 - 533 50 31 000 - Operating Supplies			37.98	Deodorizer, Paper Towels, Can Liners, Disinfect Mop
			403 - 534 50 31 000 - Office and Operating Supplie:			37.98	Deodorizer, Paper Towels, Can Liners, Disinfect Mop
			101 - 542 30 31 000 - Office and Operating Supplie:			37.98	Deodorizer, Paper Towels, Can Liners, Disinfect Mop
			001 - 576 80 31 000 - Operating Supplies			89.06	Garbage Can Liners
1415	03/06/2020	Claims	1	66765	KING COUNTY FINANCE	2,657.04	Voter Registration
			001 - 514 40 51 000 - Election And Voter Costs			2,657.04	Voter Registration 2019
1416	03/06/2020	Claims	1	66766	LAKWOOD, CITY OF	372.68	EVOC Training
			107 - 521 40 49 002 - Misc/Trng, Registrations			372.68	EVOC Training - Luckman, Takiguchi, Johnson, Sarff, Nitsche, Arnhold, D' Angelo
1417	03/06/2020	Claims	1	66767	MILES RESOURCES	275.32	Street Material
			101 - 542 30 31 000 - Office and Operating Supplie:			275.32	Cold Mix
1418	03/06/2020	Claims	1	66768	PIERCE CO BUDGET & FINANCE	317.56	PCRC Dues
			001 - 513 10 49 001 - Misc/Dues & Memberships			317.56	2020 Membership Dues
1419	03/06/2020	Claims	1	66769	RANGLES SAND & GRAVEL INC	1,687.87	PW Material
			406 - 531 30 31 000 - Operating Supplies			562.63	Crushed Rock
			403 - 534 50 31 000 - Office and Operating Supplie:			562.62	Crushed Rock
			101 - 542 30 31 000 - Office and Operating Supplie:			562.62	Crushed Rock
1420	03/06/2020	Claims	1	66770	SHRED-IT USA LLC	89.76	Shredding Services
			001 - 514 20 41 000 - Professional Services			29.62	Shredding Services Finance
			107 - 521 20 41 000 - Professional Services			60.14	Shredding Services Police
1421	03/06/2020	Claims	1	66771	SIX ROBBLEES' INC.	114.76	PW Material
			403 - 534 50 31 000 - Office and Operating Supplie:			91.81	#40 Tail Lights
			101 - 542 30 31 000 - Office and Operating Supplie:			22.95	#40 Tail Lights
1422	03/06/2020	Claims	1	66772	STANDARD PARTS CORPORATION (NAPA)	265.86	Fleet Material; Fleet Material
			403 - 534 50 31 000 - Office and Operating Supplie:			104.14	#30 Oil & Air Filter, Motor Oil, Spark Plugs
			403 - 534 50 31 000 - Office and Operating Supplie:			108.54	#36 Front Shocks
			101 - 542 30 31 000 - Office and Operating Supplie:			26.04	#30 Oil & Air Filter, Motor Oil, Spark Plugs
			101 - 542 30 31 000 - Office and Operating Supplie:			27.14	#36 Front Shocks
1423	03/06/2020	Claims	1	66773	TACOMA SCREW PRODUCTS INC.	274.50	Fleet Material

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			501 - 548 30 31 000 - Office & Operating Supplies			274.50	Wire Spool Rack, Lag Screws, Spray Gun, Loctite, Screw Hook & Eyes
1424	03/06/2020	Claims	1	66774	TARCO INDUSTRIES, INC.	778.80	Fleet Material
			501 - 548 30 35 000 - Small Tools & Equipment			778.80	8 Pc Bit Set, Work Light
1425	03/06/2020	Claims	1	66775	TITUS-WILL FORD	261.23	Electric Material
			401 - 533 50 31 000 - Operating Supplies			261.23	#29 Sway Bar Repair Parts
1426	03/06/2020	Claims	1	66776	UNIFIRST CORPORATION	564.24	Uniforms
			001 - 518 30 20 002 - Uniforms			35.44	Uniforms
			406 - 531 30 20 002 - Uniforms			108.63	Uniforms
			401 - 533 50 20 002 - Uniforms			170.43	Uniforms
			403 - 534 50 20 002 - Uniforms			182.49	Uniforms
			101 - 542 30 20 002 - Uniforms			13.46	Uniforms
			501 - 548 30 20 002 - Uniforms			32.79	Uniforms
			001 - 576 80 20 002 - Uniforms			21.00	Uniforms
1450	03/09/2020	Claims	1	EFT	BONNEVILLE POWERADMINISTRATION	272,510.00	Monthly Power
			401 - 533 50 33 000 - BPA-Electricity for Resale			272,510.00	Monthly Power - Jan 2020
1451	03/09/2020	Claims	1	EFT	CHASE PAYMENTECH	3,893.61	Credit Card Processing
			406 - 531 10 41 000 - Professional Services			1,297.74	Credit Card Processing Fees
			401 - 533 10 41 000 - Professional Services			1,297.74	Credit Card Processing Fees
			403 - 534 10 41 000 - Professional Services			1,298.13	Credit Card Processing Fees
1452	03/09/2020	Claims	3	EFT	NICK AFZALI	1,638.89	PR Check Reissued From 10/18/19 Voided
			001 - 589 90 00 000 - Misc Non-Expenditure			1,638.89	Reissued PR Check 10/18/19
1453	03/09/2020	Claims	3	EFT	JAMES R CARTER	40.94	Reimbursement
			406 - 531 10 32 000 - Fuel			26.61	Fuel
			401 - 533 10 32 000 - Fuel			6.14	Fuel
			403 - 534 10 32 000 - Fuel			6.14	Fuel
			101 - 542 30 32 000 - Operating Supplies/Fuel			2.05	Fuel
1454	03/09/2020	Claims	3	EFT	DANA HERRON	20.00	Reimbursement
			001 - 558 50 49 002 - Misc/Trng, Registrations			20.00	ICC Seminar For Certificate - Herron
1455	03/09/2020	Claims	3	EFT	PUGET SOUND ENERGY	190.31	Electric
			403 - 534 51 47 001 - Public Utility Services			190.31	Electric 2mg Booster Power
1456	03/09/2020	Claims	3	EFT	PUGET SOUND ENERGY	333.80	Natural Gas
			107 - 521 20 47 000 - Utilities			100.14	Police Natural Gas
			001 - 575 50 47 002 - Public Utilities Services - AC			233.66	MAC Natural Gas
1457	03/09/2020	Claims	3	EFT	PATRICK WETTERLIND	79.12	Reimbursement
			001 - 518 30 20 002 - Uniforms			5.54	Boot Allowance - Wetterlind
			406 - 531 30 20 002 - Uniforms			6.33	Boot Allowance - Wetterlind
			401 - 533 50 20 002 - Uniforms			0.79	Boot Allowance - Wetterlind
			403 - 534 50 20 002 - Uniforms			56.17	Boot Allowance - Wetterlind
			101 - 542 30 20 002 - Uniforms			10.29	Boot Allowance - Wetterlind
1458	03/09/2020	Claims	3	EFT	XPRESS BILL PAY ACCOUNTS PAYABLE	882.20	Online Web Payments
			406 - 531 10 41 000 - Professional Services			294.04	Online Web Payment Services Fee
			401 - 533 10 41 000 - Professional Services			294.13	Online Web Payment Services Fee
			403 - 534 10 41 000 - Professional Services			294.03	Online Web Payment Services Fee
1498	03/10/2020	Claims	1	66777	JET CHEVROLET INC.	27,517.08	Vehicle Purchase
			408 - 594 31 64 408 - Asset Replacement			17,886.11	2020 Chevy Equinox - 3GNAXSEV5LS589471

CHECK REGISTER

City Of Milton
MCAG #: 0590

02/21/2020 To: 03/10/2020

Time: 13:42:14 Date: 03/10/2020
Page: 11

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
	405 - 594 33 64	405 -		Asset Replacement	4,127.56	2020 Chevy Equinox - 3GNAXSEV5LS589471
	409 - 594 33 64	409 -		Asset Replacement	4,127.56	2020 Chevy Equinox - 3GNAXSEV5LS589471
	004 - 594 44 64	004 -		Capital Expenditures - Streets	1,375.85	2020 Chevy Equinox - 3GNAXSEV5LS589471
	001 General Fund				50,543.96	
	004 Asset Replacement & Capital Reserve				1,375.85	
	101 Street Fund				3,004.10	
	107 Criminal Justice Fund				12,024.01	
	116 Community Events Fund				32.13	
	310 Capital Improvement Fund				4,017.96	
	401 Electric Utility Operations Fund				302,040.12	
	402 Electric Capital Improvement Fund				3,068.15	
	403 Water Utility Operations Fund				96,253.79	
	404 Water Capital Improvement Fund				839.04	
	405 Water Utility Asset Replacement Fund				4,127.56	
	406 Stormwater Operations Fund				12,515.48	
	407 Stormwater Capital Fund				100.43	
	408 Stormwater Utility Asset Replacement Fund				17,886.11	
	409 Electric Utility Asset Replacement Fund				4,127.56	
	501 Vehicle Repair & Maintenance Fund				2,277.12	
	503 Information Technology				6,362.03	
					520,595.40	Claims: 520,595.40

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	58,669.01	
101 Street Fund	4,389.46	
107 Criminal Justice Fund	62,602.00	
401 Electric Utility Operations Fund	27,654.93	
402 Electric Capital Improvement Fund	465.89	
403 Water Utility Operations Fund	34,844.42	
406 Stormwater Operations Fund	20,084.99	
501 Vehicle Repair & Maintenance Fund	5,980.96	
	<hr/>	
	214,691.66 Payroll:	214,691.66

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: _____
Finance Director

Date: _____

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**CITY OF MILTON
PUBLIC WORKS CONTRACT
(Well 5 Replacement - Proj. #135)**

THIS CONTRACT, is made this _____ day of March, 2020 by and between the **City of Milton** (hereinafter referred as “City”), a Washington Municipal Corporation, and **Holt Services Inc.** (hereinafter referred to as “Contractor”), doing business at 10621 Todd Rd E, Edgewood, WA 98372.

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

WHEREAS, the City desires to contract with Contractor for the provision of such services for the drilling of a new water production well to replace Well 5 located in Hill Tower Park, and Contractor agrees to contract with the City for same;

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

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

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

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

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

2. **PAYMENT:** Payment for the work as described in the Contract shall not exceed One hundred seventy nine thousand five hundred twenty five dollars and zero cents (**\$179,525.00**), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. **GENERAL ADMINISTRATION:** The Contract administrator, Rocky Walston of the City of Milton shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **FINAL PAYMENT:** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by the Contract except those required to be withheld by law or as otherwise provided herein.
5. **NOTICE TO PROCEED / COMPLETION TIME:** The Contractor shall begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and shall carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within **120 calendar days** (holidays and weekends excluded), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **OWNERSHIP OF DOCUMENTS:** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **INDEMNITY / HOLD HARMLESS:** The Contractor shall fully indemnify, protect, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The Contractor's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Contractor's employees, contractor, consultants and agents.

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

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

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

8. **BONDS / SURETY:** (City must select one of the following options by checking the applicable box):

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

Waiver Option – Contracts OVER \$50K (City Waives Bond):

The Contractor shall provide a Certificate of Insurance (COI) providing coverage described in Section 15.A.2 of this contract.

Performance Surety Option: In lieu of retainage and a performance and payment bond, the City shall withhold 10% of all progress payments, excluding any applied tax, for the duration of the work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all work performed under this Contract, including any change orders, or receipt of all necessary releases from the Department of Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. No interest shall be accrued nor paid to the Contractor on the retained amount. The City may, at its option, attach and expend the Performance Surety to cover any costs to complete any outstanding work or work deemed unacceptable under this contract (RCW 39.08.010 (3), (4) & (5)). **This option may be used for contracts of \$150,000 or less and at the Contractor's request.**

Waiver Option – Contracts UNDER \$50K: Pursuant to RCW 39.04.155(3), the City waives the bonding and retaining requirements for this Contract. **This option may only be used for contracts under \$50,000 and for which the Limited Public Works contractor selection process was used.**

9. **SUBLETTING OR ASSIGNING OF CONTRACTS:** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.

10. **RELATIONSHIP OF PARTIES:** The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **COMPLIANCE WITH LAWS**: Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Without prejudice to any other remedy of the City, any violation by Contractor of any applicable law or regulation shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.
17. **JOB SAFETY**: Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
18. **BIDDER & SUBCONTRACTOR RESPONSIBILITY / PREVAILING WAGES**: 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. **TERMINATION**: This contract shall expire upon satisfactory completion of the work described in the Scope of Work (**Attachment A**) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days written notice to the Contractor.

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (**Attachment**

A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include without limitation all legal costs incurred by the City to protect the rights and interests of the City under the Contract.

20. **EXTENT OF CONTRACT / MODIFICATION:** This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.
21. **NONDISCRIMINATION:** In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, Contractor, its subcontractors or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, sexual orientation, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
22. **PUBLIC RECORDS DISCLOSURE:** Contractor acknowledges that the City is an agency governed by the public records disclosure requirements set forth in Chapter 42.56 RCW. Contractor shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Contractor and related to the services performed under this Contractor. Upon written demand by the City, the Contractor shall furnish the City with full and complete copies of any such records within five business days.

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

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

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

23. **DISPUTE RESOLUTION:** Should any dispute, misunderstanding or conflict arise under this Contract, the matter shall be referred to the Mayor, whose decision shall be final. The Superior Court for Pierce County, Washington, shall be the exclusive venue for any litigation arising out of this Contract. Both parties hereby consent to the jurisdiction of said court. In the event of any such litigation, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Contract shall be governed by and construed in accordance with the laws of the State of Washington.
24. **VERIFICATION:** Pursuant to RCW 39.06.020, Contractor shall verify the applicable responsibility criteria for each first tier subcontractor, and shall ensure that all subcontractors of any tier that hires

other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every subcontract of every tier.

25. **UTILITY LOCATION:** The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the purposes of Chapter 19.122 RCW, as may be amended. The Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the “one call” system, before commencing any excavation activities.
26. **TRENCH SAFETY SYSTEMS:** All trenches shall be provided with adequate safety systems as required by RCW 49.17 and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296 155-650-655.
27. **ENVIRONMENTAL REGULATION:** Contractor shall be solely and completely responsible for complying with all environmental statutes and regulations, including but not limited to: 42 USC 4321 et seq.; Executive Order 11514; 33 USC 1251 et seq.; and RCWs 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197-11. The Contractor shall be solely responsible for any damages, penalties, fines, fees, costs, expenses, and/or attorney’s fees incurred as a result of non-compliance with this section.
28. **NONWAIVER:** The failure of the City of Milton to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

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

CITY OF MILTON

By: _____
Mayor

CITY CONTACT

Rocky Walston

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

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

CONTRACTOR

By: _____

Title: _____

Taxpayer ID #: _____

CONTRACTOR CONTACT

Holt Services, Inc.

Attn: Randy Holt

10621 Todd Road East

Edgewood, WA 98354

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SCOPE OF WORK

EXHIBIT A

Project #: 135

The City of Milton requires the drilling of a new production well to replace their Well 5, operating under water right certificate number G2-05986C. The site for the replacement well is located in Hill Tower Park, off of 19th Avenue in Milton, Washington (Pierce County parcel number 6000000170). The drilling site is located within the southeast quarter of the northwest quarter of Section 4, Township 20 North, Range 4 East, with an approximate latitude and longitude of 47.252474°, -122.308738°. The well is to be drilled with 16-inch and 12-inch casings using cable-tool drilling techniques. The drilling rig must have a minimum capacity of a Speedstar-72. The well will be completed with a gravel-packed or native-set stainless-steel continuous-slot vee-wire well screen, as appropriate for the formation. Following completion and development, the well will be tested to demonstrate its production capacity and measure aquifer characteristics.

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AGREEMENT BY AND BETWEEN
CITY OF MILTON
AND THE
MILTON POLICE GUILD
UNIFORMED POLICE EMPLOYEES
JANUARY 1, 2020 through DECEMBER 31, 2023

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AGREEMENT
By and between
CITY OF MILTON, WASHINGTON
And
MILTON POLICE GUILD
UNIFORMED POLICE EMPLOYEES
January 1, 2020 through December 31, 2023

THIS AGREEMENT is entered into by and between the CITY OF MILTON, hereinafter referred to as "Employer," and the MILTON POLICE GUILD, hereinafter referred to as "Guild."

ARTICLE 1 - RECOGNITION

Guild Recognition. The Employer recognizes the Guild as the exclusive bargaining representative for all regular full-time uniformed police employees, including detective and sergeant, and excluding provisional officers, confidential employees and supervisors.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Direction of Workforce. The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer, including but not limited to the right to contract services of any and all types. The direction of its working force is vested exclusively in the Employer. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the city; (f) determine methods, means and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency regardless of prior commitments or the provisions of the Agreement, to carry out the mission of the agency; provided, however that items (a) through (g) shall not be in conflict with the terms of this Agreement.

2.2 Employer Rules and Regulations. The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Guild agrees that the employees shall be bound by and obey such directions, rules, and regulations insofar as the same do not conflict with the express terms of the Agreement. The parties agree to abide by collective bargaining laws as provided in RCW 41.56.

2.3 Application of Rules. Rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the Employer in writing to all employees.

ARTICLE 3

GUILD MEMBERSHIP

3.1 Payroll Deduction -- The Employer shall make deductions for Guild dues, initiation fees, and/or agency fees from the wages of all employees covered by this Agreement who execute a properly written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction of such dues/fees. The Guild shall provide the Employer the signed authorization prior to the commencement of the deductions. Such deductions shall be remitted to the Guild on a monthly basis.

The Employer will stop or revise deducting such dues/fees from employees who revoke or revise consent or other written direction regarding payroll deductions, to the Employer; the Employer will promptly provide the Guild a copy of the written revocation or change in deductions relating to union dues or fees. The Guild shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues and/or fee deduction system.

3.2 New-Hire Orientation – the Employer shall notify the Guild of all new full-time and part-time employees hired into the bargaining unit. The Guild and shop steward will then be provided 30 minutes during employees’ regular working hours for membership. This shall generally occur within the first two (3) weeks of an employee’s date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit) but in no instance later than 90 calendar days. Employees have the option to attend or not attend the orientation.

3.3 Union Notification – Within ten (10) days from the date of hire of a new employee, the Employer shall forward to the Guild the name, address, hire date, wage rate, and telephone contact information of the new employee. The Employer shall promptly notify the Guild Business Agent of all employees leaving its employment or any change of employment status.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 Definition of Grievance. For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or accordance with the following procedures within the stated time limits, unless mutually extended by the Guild and the Employer.

4.2 General Grievance Policy. It is the desire of the parties to adjust grievances informally whenever possible, and both the Employer and the Guild are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be

resolved only after a formal review. Accordingly, the following procedure is established to process such disputers as fairly and expeditiously as possible.

4.3 Step One - Within fifteen (15) calendar days of the grievant's knowledge of the alleged violation, the grievant and/or Guild representative shall discuss the matter with the Chief. Resolution of the dispute at this Step should be handled expeditiously and informally. No written grievance shall be required.

4.4 Step Two. If the dispute is not resolved within fifteen (15) calendar days of when it was discussed with the Chief, a written grievance shall be submitted by the Guild to the Mayor or Mayor's designee. A meeting between the Mayor or designee and the Guild shall be held within fifteen (15) calendar days of the Mayor or designee's receipt of the grievance. The Mayor or designee shall render a written decision about the grievance within ten (10) calendar days of the grievance meeting.

4.5 Step Three. The Guild may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Guild shall give written notice to the Mayor or designee of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. Verbal and written warnings may not be pursued to arbitration. If unresolved, such disputes may be brought before an arbitrator if they are brought up in a subsequent disciplinary action subject to arbitration. Individual grievants may not pursue an adverse decision to arbitration without the Guild's authorization. If the parties are unable to mutually agree on an arbitrator within ten (10) calendar days of the Guild's request to arbitrate, the Guild shall request a list of the names of seven (7) arbitrators with offices in Washington or Oregon from the Public Employment Relations Commission. The parties shall alternately strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by a coin toss. The arbitrator shall render a written decision which shall be final and binding on all parties; except that any party to the arbitration may file suit for judicial review of the award as permitted by law. The power and authority of the arbitrator is strictly limited to the interpretation and/or application of the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, alter, amend or change any provision of this Agreement. The fees and expenses of the arbitrator will be shared equally by the parties; otherwise each party will bear its own arbitration expenses, including attorney's fees.

4.6 Election of Remedies. Employees who have the option of utilizing the Civil Service Commission or the grievance procedure under this Agreement shall be required to elect either the Civil Service Commission or the grievance procedure. In no event, shall an employee be entitled to utilize both procedures for the resolution of a grievance.

ARTICLE 5 - GUILD ACCESS

5.1 Guild Representative. Access to Employees during Working Hours. Authorized agents of the Guild shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

5.2 Number of Guild Representatives. The Guild may designate two (2) employees as Guild Representatives to carry out authorized Guild activities. The Employer will pay two (2) representative at the straight time rate of pay for scheduled work hours lost in attendance at formal negotiations for a successor collective bargaining agreement between the Employer and the Guild.

5.3 Guild Bulletin Boards. The Employer shall provide suitable, non-public space for the Guild to use as a bulletin board in each City building staffed by bargaining unit employees. Posting by the Guild on such boards shall be confined to official business of the Guild.

ARTICLE 6 - NON-DISCRIMINATION

6.1 Election of Remedies. The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state, federal and local laws regarding nondiscrimination in employment. If the Guild chooses to arbitrate a grievance alleging discrimination under this provision, the Guild and the grievant shall be precluded from pursuing a claim based on the same facts in any other forum including, but not limited to, the Equal Employment Opportunity Commission and State Human Rights Commission. A failure to pursue arbitration under this provision shall not constitute a waiver of the right to pursue a discrimination claim in another forum.

6.2 No Discrimination because of Guild Membership. No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Guild, or activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operation. The Guild may pursue a grievance to arbitration based on an alleged discrimination claim in violation of this provision. In that event, the arbitrator considering the alleged violation of this provision shall have the same authority to issue remedies as PERC. If the Guild utilizes arbitration to resolve a claim in violation of this provision, this shall be considered an election of remedies which shall preclude the Guild and the grievant from pursuing before PERC a claim based on the same facts. A failure to pursue arbitration under this provision shall not constitute a waiver of the right to pursue an unfair labor practice claim before PERC.

ARTICLE 7 - STRIKES OR LOCKOUTS

During the term of this Agreement, neither the Guild nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slowdown, work stoppage, interruption of work strike of any kind, including a sympathy strike, against the Employer. The Guild and its representatives shall undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the Employer. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees.

ARTICLE 8 – SAFETY

8.1 Mutual Objective. It is the mutual objective of both parties to this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents and illness.

8.2 Safety Committee. A Safety Committee consisting of four (4) employees, two (2) representing the Employer and two (2) representing the Guild shall be established. The chair of this committee shall be rotated between the Employer and the Guild once every year. The Safety Committee shall meet a minimum of every six (6) months. The Safety Committee meetings shall be conducted on Employer's paid time and shall not exceed for hours per six (6) months.

8.3 Safety Committee Activities. The duties of the Safety Committee shall be to advise on matters relating to employee safety, as set forth is WISHA laws, review applicable WISHA laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the Committee. Copies of the minutes shall be sent to the Mayor's office and to the Guild Representative. Available members of the Safety Committee including at least one (1) designee of the Guild shall accompany WISHA Authorities on any walk-around inspections.

8.4 Safety Equipment. The Employer shall furnish proper safety devices for all employees as prescribed by WISHA standards. It shall be mandatory that all employees be trained to use such devices.

ARTICLE 9 - LABOR-MANAGEMENT COMMITTEE

9.1 Labor-Management Committee. The Employer and the Guild agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Guild and the Employer require consideration. To accomplish this objective, the Employer and the Guild agree that two (2) duly authorized representatives of the Guild shall function as one-half (1/2) of a Labor-Management Committee, the other half being two (2) representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

9.2 Letters of Agreement. Should the Guild and the Employer mutually agree to change, add, or delete any provision of this agreement, such change shall be set forth in an Appendix to the Agreement.

9.3 Notification. The Employer agrees to provide twenty (20) days written notice to the Association of any intent to implement a new written policy or to revise current written policy for the purpose of allowing input on the proposed implementation or change. Implementation or change of a policy may be instituted immediately in the event of an unforeseen emergency involving health or safety subject to review and input within twenty (20) days by the Association.

ARTICLE 10 - PROBATIONARY EMPLOYEES

10.1 Probation. All employees shall serve an initial probationary period of twelve (12) months continuous service following the completion of the Academy and shall have no seniority rights during that period. Lateral hires shall serve an initial probationary period of twelve (12) months. Continuous service for purposes of calculating any period of probationary employment is not interrupted by paid leaves of absence of less than twenty-one (21) working days in the aggregate. Any period(s) of unpaid leave(s) of absence or any paid leave(s) of absence of more than twenty-one (21) working days in the aggregate shall not count toward continuous service for purposes of calculating any probationary period of employment. After completion of the initial probationary period, an employee's seniority date shall become the date on which the employee started the probation period. The discipline or dismissal of a probationary employee is specifically excluded from the grievance and arbitration provisions contained in this Agreement. The probationary period may be extended six (6) months if agreeable to both the Employer and the Guild.

10.2 Promotional/Transfer Probation & Voluntary Return to Prior Position. The probationary period for an employee who has been promoted/transferred to a new classification shall be twelve (12) months of continuous service. If an employee's performance in the new classification is found to be unacceptable during the probationary period, a

determination that is within the Employer's sole discretion, the employee shall have the right to return to the position from which the employee was promoted/transferred or, at the Employer's discretion, to any vacant position in the classification from which the employee was promoted/transferred.

10.3 Voluntary Return to Prior Position. An employee shall have the right to return to any vacant position in the classification from which the employee was promoted/transferred at any time during the probationary period.

ARTICLE 11 – SENIORITY

11.1 Definitions. Seniority shall be defined as the length of continuous service with the Employer including the employee's probationary period, unless Civil Service Rules provide otherwise. Any bargaining unit employee promoted to a position outside of the bargaining unit shall not continue to accrue seniority for purposes of the Article. Approved leaves of absence will not interrupt continuous service for purposes of seniority. Periods of layoff will not count toward the computation of continuous service.

11.2 Seniority List. The Employer shall establish and provide to the Guild a seniority list which shall be brought up to date on an annual basis. The order of seniority shall be based on the hire or rehire date of employment, whichever is later, unless Civil Service Rules provide otherwise. The Guild will have thirty (30) calendar days following receipt of the annual seniority list to protest the placement of any employee on the list. The term "rehire" for purposes of this Article means the rehire of an employee after separation from employment for any reason other than layoff and the recall of any laid off employee at any time after the applicable period of recall set forth in Article 11.5 below.

11.3 Vacancies and Promotions. Seniority shall be given consideration along with the requirement of the Employer in filling job vacancies and promotions. Seniority shall apply when qualifications are equal.

11.4 Layoffs. When the Employer decides to eliminate a job position or positions in a classification, the layoff of employees in the affected job position(s) shall be determined strictly by the order of the seniority list by classification with the employee with the least seniority affected first. Employees who have previously held other classifications shall have the right to return to such classification if their seniority is greater than the other employees in such classification. Employees shall not accrue seniority while on layoff; seniority lists shall be adjusted accordingly.

11.5 Recall Rights. Laid off employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs. A laid off employee with one (1) year, but less than three (3) years seniority, who is not recalled within three (3) years shall lose recall rights. A laid off employee with three (3) or more years of seniority, who is not recalled within five (5) years shall lose recall rights.

11.6 Loss of Seniority. An employee shall lose seniority and the right to return to work, subject to the grievance procedure, for any of the following reasons:

- (a) voluntary resignation;
- (b) discharge for just cause;
- (c) failure to report for work within five (5) working days after receipt of notice of recall from layoff unless mutually extended by the Employer and the Employee;
- (d) exceeding a leave of absence (unless excused in writing);
- (e) giving a false reason for obtaining a leave of absence;
- (f) accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Guild;
- (g) exceeding laid off employee's recall rights.

ARTICLE 12. - EMPLOYEE CLASSIFICATIONS

12.1 Full-time Regular Employees. Full-time regular employee means any position in which the employee regularly works forty (40) hours per week.

12.2 Chief or Commissioned Command Staff Member. The Chief or Commissioned Command Staff Member shall be allowed to perform departmental bargaining unit work but shall not deprive bargaining unit employees of opportunities to work additional hours. The Chief may always perform bargaining unit work to respond to an emergency.

12.3 New Classifications. Should the Employer establish a new classification during the term of this Agreement, it shall establish wage rates for the classification which are in proper relationship to wage rates paid similar classifications or requirements of other classifications within the facility. Before putting these wage rates into effect, the Employer will bargain them with the Guild and attempt to arrive at mutual agreement on wage rates for the new classification.

12.4 On-Call, Non-CBA Employees. A general authority Washington peace officer who possesses a certificate of basic law enforcement (BEA) training or a certificate of equivalency or who has been exempted from the requirements therefor by the Washington State Criminal Justice Commission (CJTC) may be granted authority by the Chief of Police under Police Officers Powers Act to perform Milton Police Department bargaining unit work but shall not deprive the

bargaining unit employees of opportunities to work additional hours. Non-bargaining unit employees may not be used to supplant unfilled Unit positions.

ARTICLE 13 - WAGES AND COMPENSATION

13.1 Wages. Monthly rates of pay are set forth in Appendix A which by reference herein is made a part of this Agreement. Wages shall be deposited directly by the Employer in to a bank account of the Employee's choice.

13.2 Promotions. Any employee who is promoted into a higher classification shall be placed into a step in the higher classification that represents a rate of pay which is not less than the previous rate of pay that the employee received in the classification from which the employee was promoted.

13.3 Out of Class Pay. Should an employee fill in for the absence of an employee in a classification assigned a higher salary to carry out the duties of any such absent employee for more than three (3) consecutive days, the employee shall receive out of class pay differential equal to ten percent (10%) of the employee's regular pay for all hours worked in the higher classification.

13.4 Overtime and Compensatory Time. Overtime shall be paid only upon the approval of the department director or designee for each hour worked beyond the normal working day at one-and-one-half time the employee's regular straight-time hourly rate of pay. The Mayor or designee may approve the employee's requests for compensatory time off in lieu in writing. Overtime hours shall be offered to regular officers before provisional officers not covered by this agreement.

13.4.1 Overtime for Alternative Work Schedule. In the event the parties agree to implement an alternative work schedule, consisting of twelve (12) -hour shifts, the parties agree to adopt the Fair Labor Standards Act Section 7(k) exemption for computing overtime compensation.

13.5 Call Back Pay. Police employees called back to work outside of their normally scheduled shift shall receive one and one-half time (1.5) their regular straight time hourly rate of pay; provided, however, the employee shall receive not less than three (3) hours of pay at one and one-half times the employee's regular straight time hourly rate of pay.

13.6 Detective Duty. No more than two (2) police officers will be regularly assigned to detective duty at any given time. Designation of a detective is an assignment and the number and identity of the detectives are at the Chief's discretion. The Chief's decision shall be based on the needs of the department. The police officers who are regularly assigned to detective duty will be paid Specialty Pay three percent (3%) per month for the duration of a regular

assignment to, and for the period of time during which the police officer performs assigned detective duties for any part of the month.

13. 7 Specialty Pay. At the Chief's discretion, specialty pay is paid at a rate of one and one-half percent (1.5%) of the regular rate of pay, per specialty, per employee. No more than two specialties per employee will be paid. The Chief has the authority to determine which specialties are subject to the extra compensation., and the specialties subject to the extra compensations are: SRT/ SWAT, Firearms range master, Defensive tactics/Taser, tactical response team, Crisis intervention officer, Major collision response officer, bicycle officer, Emergency vehicle operations course (EVOG), Crime Scene Response Unit and Drone Operator, OC instructor. Civil defense officer. Employees on probation do not qualify for specialty pay without the Chief's approval.

The premium shall be paid in addition to the normal salary structure contained in Appendix A. In no event may an employee receive premium pay for more than two specialties not to exceed ten percent (10%).

FIELD TRAINING OFFICER

A five percent (5%) premium pay will be added to the base pay of an individual assigned by the Police Chief, at the Chief's discretion to serve as a Field Training Officer (FTO) for each pay period when a new officer or reserve officer is assigned to the FTO for training.

13.8 Education Pay. Employees working under this contract who have achieved an Associate of Arts (AA) or a Bachelor of Arts (BA) degree will receive additional pay per month as follows:

Degree	Additional pay per month
AA Degree	Two Percent (2%)
BA Degree	Four Percent (4%)

13.9 Telephone Consultations. Police officers will be compensated, at the applicable straight time or overtime rate, for actual time spent in afterhours telephone conversations with the City Prosecutor; and/or requests for assistance from on-duty officers and other authorized City inquiries; provided however, that the minimum compensation for any such phone consultation will be fifteen (15) minutes.

13.10 No Pyramiding. Pay increments shall not be pyramided. Calculation of all such pay provisions shall be calculated and based upon the employee's regular rate of pay and added to

the regular rate to determine monthly compensation. Overtime shall be based upon the total of regular rate and all premium and specialty pays.

13.11 Deferred Compensation. The City will pay One Hundred Dollars (\$100) per month into a deferred compensation program that is offered by or administered by the City for each member of the bargaining unit.

ARTICLE 14 – HOURS OF WORK AND MEAL PERIOD

14.1 Hours of Work. Police officers shall make a bid for a duty shift of their choice submitting their first, second, and third choices to the Chief of Police or his/her designee. Based upon Department needs, employee seniority and rotation, efforts will be made to place all officers on their desired shift. The Employer shall post the new shift schedule not less than fifteen (15) days in advance. The work week shall consist of four (4) consecutive ten-hour (10) shifts or a combination of twelve-hour (12) hour shifts. Eight-hour (8) shifts may apply to any special assignment including, but not limited to light duty, detective and probationary employees. Shift assignments will last for a period of time determined by the Chief of Police and with input from the Milton Police Guild. Employees other than detectives required to return to work with less than eight (8) hours off between shifts shall be paid the overtime rate of pay for the entire shift. The City retains the final authority over shift schedules.

14.2 Meal Period. Employees shall receive a one (1) hour meal period; such time shall be considered as on-duty time.

ARTICLE 15 - UNIFORMS AND EQUIPMENT

15.1 Uniforms and equipment. Uniforms and equipment are itemized in the Milton Police Policy Manual. Changes to such lists shall be made through a Labor Management Committee. Employer shall provide certain uniforms and equipment, as per said lists, at the time of enrollment in the academy and upon completion of the academy. In addition, the Employer shall provide a uniform allowance of twelve hundred dollars (\$1200.00) per year, which will be taxable as per IRS regulations. New employees shall receive a pro-rated uniform allowance upon successful completion of probation.

15.2 Hazardous Materials. The Employer shall provide a mandatory decontamination of employee uniforms, equipment and vehicles in the event the employee has been exposed to any potentially hazardous chemical. The Employer shall replace the employee's equipment promptly if it is determined by chemical technicians that the equipment cannot be decontaminated. Authorized duty weapons and bullet proof vest shall be maintained by the Employer. All uniforms and equipment issued by the Employer shall remain the property of the

Employer and shall be returned to the Employer upon each employee's termination of employment.

ARTICLE 16 - HOLIDAYS

16.1 Number of Paid Holidays. Unless otherwise specified in an Appendix to this Agreement, all regular full-time and regular part-time employees shall be entitled to compensation for twelve (12) holidays per year as listed below:

The holidays herein referred to shall be as follows:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Easter Day	The day following Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

16.2 Dates of Holidays. Dates of the above legal holidays will be the actual date of the holiday

16.3 Worked Holidays. If an employee is required to work on any the actual day of holiday listed in Section 16.1, such time worked on the holiday shall be paid at two times the employee's regular straight time hourly rate of pay. Employees assigned to the patrol division may accrue up to three hundred and thirty-six (336) hours of holiday time and vacation time.

16.4 Holiday Pay. Employees shall be entitled to eight (8) hours of holiday pay at the employee's regular straight time hourly rate of pay.

ARTICLE 17 - VACATION

17.1 Vacation. All regular full-time employees shall be entitled to the following vacation time with pay after indicated period of continuous service:

Years of Service	Vacation Leave	Hours
1 st - 5 th year	Eight (8) hours per each full month worked	96
6 th - 10 th year	Twelve (12) hours per each full month worked	144

11 th – 15 th year	Thirteen-and-one-third (13.3) hours per each full month worked	160
16 th – 20 th year and above	Fourteen and seven-tenths (14.7) hours per each full Month worked	176
21 st and above	Sixteen and seven-tenths (16.7) hours per each full month worked	200

17.2 Eligibility, Accrual and Scheduling. Employees who have not completed their first year of service may use accrued, but unearned, vacation after six (6) months of continuous employment; provided, however, that any such employee who separates from employment before completing one year of continuous employment shall have such unearned vacation pay deducted from their final paycheck.

Continuous service for purposes of vacation leave entitlement is not interrupted by paid leaves of absence. Unless otherwise required by law, periods of unpaid leaves of absence. Unless otherwise required by law, periods of unpaid leaves of absence and layoff do not count toward the computation of continuous service.

Employees shall be entitled to accrue unused vacation leave and holiday leave not to exceed a maximum of three hundred thirty-six (336) hours. All vacation leave shall be taken at a time mutually agreeable between the employee and the Employer. Should the three hundred thirty-six (336) hour maximum be exceeded through no fault of the employee, the Employer shall pay the employee for all vacation and holiday time in excess of three hundred thirty-six (336) hours.

New employees, on being appointed to regular full-time employment, shall accrue vacation leave in accordance with the aforementioned provisions; provided, however, that any such employee who leaves the Employer's service prior to completion of one year's service shall not be compensated for any accrued vacation time.

17.3 Payment for Unused Vacation Leave. Employees who have completed one (1) or more years of service and leave the employment of the Employer shall be eligible for pay for all unused accrued vacation leave. Vacation leave payment will be paid at the employee's regular straight time rate of pay.

17.4 Vacation Scheduling. On November 1st of each year the Chief shall post a twelve (12) month vacation roster establishing the dates that vacation is available. Employees within the Department shall bid vacation on or before December 1st each year. Selection of vacation dates shall be made by order of seniority within each department. Where an employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all

other employees have made their first or second selection respectively. Vacation scheduling requested after December 1st of each year shall be on a first come, first served basis, subject to the approval of the Chief or designee. The Employer has the right to make modification to the vacation schedule for bona fide operational reasons; provided however, that no change to a vacation schedule shall be made by either the Employer or the employee within thirty (30) calendar days of the scheduled vacation absent circumstances outside either party's control.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Accrual. All regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of continuous service. All regular part-time employees shall accrue prorated sick leave based on average hours regularly worked. Continuous service for purposes of sick leave entitlement is not interrupted by paid leaves of absence. Unless otherwise required by law, periods of unpaid leaves of absence, unapproved leaves of absence and layoff do not count toward the computation of continuous service. Sick leave earned shall be credited to an employee's accruals only upon the completion of each calendar month. The maximum accrual of sick leave shall be nine hundred sixty (960) hours.

18.2 Sick Leave Compensation.

18.2.1 All employees hired prior to January, 1993, and after five years of continuous employment shall be compensated for fifty percent (50%) of the unused sick leave at the time of mutually agreed upon severance of employment, other than termination for cause.

18.2.2 In the event of an employee's death or on duty disability the City shall pay his/her beneficiary one hundred percent (100%) for all accumulated unused sick leave.

18.3 Use of Sick Leave. Sick leave may be used for any of the following reasons and purposes:

- (a) Personal illness or incapacity of the employee;
- (b) Forced quarantine of the employee by a public health official;
- (c) Family leave as required by state and federal law;
- (d) Medical or Dental appointments of the employee when such appointments cannot be scheduled during off-duty time;
- (e) Bereavement leave as set forth in Article 21.4 of this Agreement.

Sick leave shall be granted on a daily or hourly basis but in no case less than one (1) hour or increments less than one-half($\frac{1}{2}$) hour when over an hour.

Any portion of accrued sick time may be donated to another Guild member who has exhausted their sick leave.

ARTICLE 19 - EMPLOYEE RIGHTS

19.1 Employee Protection. All employees within the bargaining unit shall be entitled to the following protection.

19.2 Application of Discipline. Any formal discipline of employees shall be applied by the Mayor or designee. Discipline shall include documented verbal warnings, written warnings, suspension without pay, demotion or discharge for just cause. Paid Administrative Leave shall not be considered discipline. Sergeants may impose discipline, including verbal and written warnings, with the concurrence of the Chief.

19.3 Just Cause. Disciplinary action shall be imposed upon an employee only for just cause.

19.4 Guild and Employee Rights. The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for employees serving an initial probationary period. The suspect employee and the Guild shall be entitled to Guild representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

19.5 Investigative Interviews/Internal Affairs Investigations. The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion or discharge for that employee, shall be conducted under the following conditions and procedures:

- a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation and the allegations related thereto.
- b. The requirements of Section 19.5a of this Section 19.5 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or designee, notices to the suspect employee would jeopardize the administrative investigation.
- c. The suspect employee shall have the right to have a Guild representative or attorney present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Guild representative or attorney present at the interview or the opportunity to consult with a Guild representative or attorney shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative or attorney, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative or attorney. Provided, however, that if an

employee elects to have a private attorney present during any interview or other process, the interviewer or other disciplinary process shall not be unreasonable delayed. An “unreasonable delay” is any delay in excess of forty-eight (48) hours.

- d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.
- e. The City may schedule the interview outside of the employee's regular working hours, however, in that even the appropriate overtime rate of payment shall be made to the employee.
- f. The employee shall be required to answer any question concerning a noncriminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- g. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.
- h. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.
- j. If the Police Department tape records the interview, a copy of the complete tape recorded interview of the suspect employee, noting the length of all recess previous, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Guild, the Employer shall provide a complimentary copy of any tapes to the Guild or attorney on behalf of the employee.
- k. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
- l. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

19.6 Loudermill Hearing. An opportunity to respond to the allegation(s) or charge(s) involving either a suspension, demotion or termination shall occur at a Loudermill hearing conducted and presided over by the Chief or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its

time and place shall be given the employee and the Guild. In addition, prior to the Loudermill hearing, the employee and the Guild shall be provided with the following items:

- a. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- c. What disciplinary action is being considered.

The Loudermill hearing shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

19. 7 Employer's Decision. Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Loudermill hearing, the Chief or designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

19.8 Lie Detector tests. No employee shall be required to take or be subjected to any lie detector or similar test as a condition of continued employment.

19.9 Substance Abuse Tests. No employee, except those employees required by State or Federal law or regulation, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment.

19.10 Warning Records. Employee disciplinary warning records shall be provided to the employee and the Guild for each case of issuance.

ARTICLE 20 - PERSONNEL FILES

Each employee shall have the right upon request to review and obtain copies of the contents of their personnel file. No material shall be placed in an employee's personnel file without the knowledge of the employee. An employee may respond in writing to any item placed in their personnel file and said response shall become part of the personnel file. Upon request of the employee, written warnings shall be reviewed by the Chief after twelve (12) months. Removal of the written warning shall be at the Chiefs discretion.

ARTICLE 21 - LEAVE OF ABSENCE

21.1 Family and Medical Leave. Family and medical leave will be granted to eligible employees as required by applicable state and federal laws. During a personal medical leave of absence, the employee will cooperate with the Employer by allowing the Employer access to attending physicians and to medical information relating to the disability or health condition for which leave has been granted; by submitting to an independent medical examination by a physician paid for and chosen by the Employer at the Employer's request; and, by assisting the Employer in searching for and accepting any alternative work the employee is able to perform. Employees taking leave under this Section for the birth and care of a newborn or the placement of a foster or adopted child will be required to use any accrued paid vacation leave and floating holidays during the leave period, prior to continuing the leave in an unpaid status. Employees taking leave under this Section for their own or a family member's serious health condition will be required to use any accrued vacation leave, sick leave and floating holidays during the leave period prior to continuing the leave in an unpaid status. Pursuant to applicable law, employees will be assigned to the same or an equivalent position upon return to work following a family or medical leave of twelve (12) weeks or less.

21.2 Military Leave. Military leave will be granted to employees as required by state and federal laws.

21.3 Jury Duty. Employees who are required by due process of law to render jury service shall receive their regular pay during such period. Employees shall remit to the City all jury pay received.

21.4 Bereavement Leave. All employees who suffer a death in their immediate family, upon submitting verification, shall be given up to five (5) days off with full pay not to exceed forty(40) hours. Bereavement leave shall be taken within thirty (30) days of the employee's notification of the passing of a family member. If additional leave is necessary, it may be granted at the discretion of the Employer and such additional bereavement leave shall be deducted from accrued sick leave. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, stepchildren, stepparents, and grandchildren on both sides.

ARTICLE 22 - HEALTH AND WELFARE

22.1 Medical.

- a. Employer will contribute ninety percent (90%) of the monthly premium necessary to provide employee, spouse and dependent coverage under the LEOFF Health and Welfare Trust Plan F for every regular full-time employee. The employee shall pay the balance of the premium.
- b. The City agrees to pay the sum of One Hundred Dollars (\$100.00) per month to an HRA/VEBA account for the benefit of all Guild members.

c. In lieu of contributions for monthly premiums for the AWC Health First Plan listed above, and at the employee's written request, the Employer will contribute one hundred percent (100%) of the monthly premium necessary to provide employee, spouse and dependent coverage under AWC Kaiser HMO Plan for every regular full-time employee.

22.2 Dental. The Employer will contribute one hundred percent (100%) of the monthly premium necessary to provide employee and dependent coverage under the AWC Dental Plan "F", with a \$1500 yearly maximum, for every regular full-time employee.

22.3 Vision. The Employer will make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage under the AWC Vision Service Plan for every regular full-time employee.

22.4 Life. The Employer will contribute 100% of the cost of life insurance compensation for a total of \$100,000 to be paid to the employee's designated beneficiary.

22.5 EAP. The Employer shall make contributions equal to one hundred percent (100%) of the premium necessary to provide every regular full-time employee coverage under the AWC Employee Assistance Program.

22.6 Orthodontia. The Employer will contribute one hundred percent (100%) of the monthly premium necessary to provide employee and dependent coverage under the AWC Orthodontia Rider Plan V.

22. 7 FSA Account. Employer will set up a Flexible Spending Arrangement (FSA) account to allow employees to pay for qualified healthcare and daycare expenses on a pre-tax basis, as governed by Section 125 of the IRS Tax Code.

22.8 Opt-Out Provision. An employee may elect to opt out of medical insurance coverage for spouse and or dependents, provided that the employee has medical insurance coverage through another provider for them, and this decision is in conjunction with the annual, enrollment period. In the event that the terms of the medical insurance policy limit the number or percentage of employees who may opt out, the employer shall accept elections to opt out on a first come/first served basis. If the employee opts out, then in the month the employer is no longer required to pay the employee's health care insurance premiums, the employer shall pay the employee an amount equal to fifty percent (50%) of the employer's share of the monthly premium as compensation for each month the employer does not have to pay the insurance premium. This payment will not be considered as part of the base wage compensation for calculating overtime, longevity, or any other special pay.

22.9 Cadillac Tax Limitation. The total health benefit paid both in premiums, VEBA contributions, and related health care benefits shall not, during the life of the contract and any holdover period, exceed the amount established by federal law or regulation for the imposition of a "Cadillac" tax. In the event that the total of health insurance benefits, including premiums and VEBA contributions, would exceed the limit imposed by federal law, the parties will meet to discuss the apportionment of the available amount between the premium, VEBA account and other benefits.

ARTICLE 23 - RETIREMENT AND DISABILITY

Employees shall receive retirement benefits as provided by State law.

ARTICLE 24 - SAVINGS CLAUSE

24.1 Conflict with Other Laws. Should any term or provision of this Agreement be in conflict with any State or Federal statute or other applicable law or regulation binding upon the Employer, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Agreement will continue in full force and effect. No City ordinance or resolution shall modify or change any Article of this Agreement during the life of this Agreement, unless mutually agreed by the Employer and Guild.

24.2 Partial Invalidity. If any Article or Section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder of this Agreement, shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

24.3 Conflict with Civil Service Rules. If any provision of this Agreement is in conflict with the Employer's Civil Service Rules, the latter shall control.

ARTICLE 25 - INDEMNIFICATION OF CITY EMPLOYEES

The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties with the scope of employment; provided, however, that such coverage will not protect employees from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorneys' fees and reasonable costs connected with lawsuits.

ARTICLE 26 - LONGEVITY

26.1 Longevity. In addition to the rates of pay identified in APPENDIX A, each regular full-time employee shall receive longevity pay as follows:

Years of Service	Longevity Pay
Starting 5th -9th	2% of Base Wage
Starting 10th -14th	3% of Base Wage
Starting 15th and on	4% of Base Wage

26.2 Previous Contract Provisions. Employees who received higher longevity wages as a result of the previous contract's provisions are to be grandfathered into the current contract at their previous rate of pay.

26.3 Anniversary Date. The anniversary date, for purposes of calculating eligibility for longevity pay and for step increases, will be (i) the 1st day of the month of hire for employees hired on or before the 15th day of any given month and (ii) the 1st day of the month following hire for employees hired after the 15th day of any given month.

ARTICLE 27 - SUBCONTRACTING

The Employer shall not subcontract the bargaining unit work of an employee who is on layoff.

ARTICLE 28 – DURATION

This Agreement shall become effective January 1, 2020, and shall remain in full force and effect until and through December 31, 2023.

MILTON POLICE GUILD

CITY OF MILTON

Paul Johnson, President

Shanna Styron-Sherrell, Mayor

Attest:

Patrick Donovan, Vice President

Trisha Summers, CMC, City Clerk

APPENDIX A – WAGES

A1. For **January 1, 2020¹**, the monthly base pay rates for employees covered by this Agreement shall be increased by five percent (5%) over the 2019 wages, as follows:

2020	ACADEMY	STEP A	STEP B	STEP C	STEP D
		12 months	12 months	12 months	12 months
POLICE OFFICERS	\$5713	\$5982	\$6267	\$6564	\$6879
SERGEANT		\$7539	\$7901	\$8280	\$8680

A2. Effective **January 1, 2021**, the monthly base pay rates for employees covered by this Agreement shall increase by four percent (4%) over the 2020 wages, as follows:

2021	ACADEMY	STEP A	STEP B	STEP C	STEP D
		12 months	12 months	12 months	12 months
POLICE OFFICERS	\$5942	\$6221	\$6518	\$6826	\$7154
SERGEANT		\$7841	\$8217	\$8612	\$9028

A3. Effective **January 1, 2022 and 2023**, the monthly base pay rates for employees covered by this Agreement shall increase by the Seattle/Bellevue/Tacoma CPI-U June to June index with a two percent (2%) minimum and a four percent (4%) maximum.

¹ 2020 Pay is retroactive to January 1, 2020 in accord with agreement of the parties.

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AGREEMENT
By and between
CITY OF MILTON, WASHINGTON
and
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL 483

January 1, 2020 through December 31, 2022

THIS AGREEMENT is entered into by and between the CITY OF MILTON, hereinafter referred to as the "City" and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483, hereinafter referred to as "Union."

ARTICLE 1 - RECOGNITION

Union Recognition. The City recognizes the Union as the exclusive bargaining representative in all matters of wages, hours and employment conditions, and the application of this Agreement for all regular full-time and regular part-time employees excluding elected officials, officials appointed for specific terms of office, confidential employees, directors, exempt managers, temporary employees as defined in Article 12.5, and uniformed personnel.

ARTICLE 2 - UNION MEMBERSHIP

2.1 New Employees. The City (employer) will provide the Union with reasonable access to the employee as provided by law to present information about the Union as the exclusive bargaining representative. An employee may choose to become a member at any time. The employer agrees to supply to the Union the names of all new hires, persons entering the bargaining unit, and/or performing work covered by this Agreement within ten (10) days of the individual's start of work in the bargaining unit. This list will include the employee name, name of supervisor or contact person, job classification, residence address and telephone number.

2.2 Dues Deductions. Upon receiving a written voluntary wage assignment authorization from an employee made through the Union, the City shall deduct dues from the pay of those employees covered by this Agreement. An employee may also through a wage assignment authorization form authorize the deduction of other items as may be mutually agreed upon by the City and the Union. Deductions will be promptly transmitted to the Union by check payable to the Union. Upon issuance and transmission of a check to the Union, the City's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employee. The City shall be obligated to honor only an authorization to deduct a specific dollar amount or formula specified in writing by either the employee or Union. The City shall have no obligation or responsibility for verifying the amount to be deducted.

Any request by an employee to revoke authorization for the deduction of their Union dues shall be made in writing directly to the Union by the employee. Other authorized non-union affiliated

deductions may be terminated by the employee through the employer's wage assignment authorization form. After the City has received confirmation from the Union that the employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after receipt of the confirmation.

2.3 Notification When Outside Parties Seek Information. The employer agrees that it will notify the Union within fifteen (15) days if it receives a request for information or public records request from a third-party or entity soliciting the names, addresses, personal information, or membership status of Union members. The employer agrees to provide the Union with a copy of such written request. The employer agrees not to challenge the Union's standing to assert privacy and/or other objections on Union members' behalf for such third-party requests for information or records.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Direction of Workforce. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City, including but not limited to, the right to contract services of any and all types. The direction of its work force is vested exclusively in the City. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine methods, means and personnel by which such operations are to be conducted; (g) determine the scope of City jobs and tasks associated therewith; and (h) take any actions necessary in conditions of emergency regardless of prior commitments or the provisions of this Agreement, to carry out the mission of the City; provided, however that items (a) through (h) shall not be in conflict with the terms of this Agreement.

3.2 City Rules and Regulations. The City shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the City for the conduct and the management of the affairs of the City, and the Union agrees that the employees shall be bound by and obey such directions, rules, and regulations insofar as they do not conflict with the express terms of this Agreement.

3.3 Application of Rules. Discipline based on such rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the City in writing to all employees and the Union.

3.4 Volunteers. The ability of the City to use bona fide volunteers receiving no compensation qualifying under the Fair Labor Standards Act is acknowledged. The City may use volunteers in the provision of public services, including by way of illustration and not limitation, the service of volunteers for park beautification, trail and road clean up and planting provided, however, that:

3.4.1 – The use of volunteers shall not result in the reduction of work, loss of overtime or layoff of any Union personnel.

3.4.2 – The City shall not use volunteers to prevent the return to work of a laid off employee.

3.4.3 – The City shall not use volunteers to perform job functions typically performed by bargaining unit employees who are either employed or in a laid off status.

ARTICLE 4 - UNION RIGHTS

4.1 Access to Premises. Duly authorized representatives of the Union shall be permitted at all reasonable times to enter City premises for the purpose of transacting Union business and observing conditions under which employees covered by this Agreement are employed; provided, however, that the Union's representative shall provide the Mayor or her designee with advanced notice of the intent to transact Union business and shall not interfere with the work of employees. The Union's representative shall observe all applicable safety regulations.

4.2 Union Stewards. The Business Manager shall have the right to appoint two (2) shop stewards. The shop steward shall ensure that the provisions of this Agreement are observed. The shop steward shall, upon request to the Department Director, be allowed reasonable time to perform these duties during regular working hours without loss of pay if such duties cannot be performed during non-working time. Shop stewards shall not interfere with the work of employees or the operation of the City. The Union shall furnish the City with the names of shop stewards so appointed. The City will pay the two (2) shop stewards or union members at the straight time rate of pay for scheduled work hours lost in attendance at formal negotiations for a successor collective bargaining agreement between the City and the Union.

4.3 Union Bulletin Boards. The City shall provide suitable, non-public space for bargaining unit employees to use as a bulletin board in each City building staffed by bargaining unit employees. Postings on such boards shall be confined to official Union business.

4.4 Wage Status of Employees. Upon the Union's request, the City will furnish the Union with the wages earned by bargaining unit employees. This information will be used by the Union for the sole purpose of determining the amount of dues owed by the employees. The Union will not divulge the wage information to any person or agency.

4.5 No Discrimination Based on Union Activity. The City will not interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City against any employee, including shop stewards, based on union activity or membership in the Union.

ARTICLE 5 - NON-DISCRIMINATION

5.1 No Employment Discrimination. The City and the Union agree that there shall be no harassment or discrimination against any employee on the basis of those protected classes as provided under state and federal law. In the event the Americans with Disabilities Act or the Washington Law Against Discrimination or other laws conflict with the provisions of this Agreement, those laws shall control. Where possible, the Union shall be notified of any perceived conflict, and upon request, the City shall meet with the Union to discuss the conflict.

5.2 Use of Grievance Procedure. Employees who feel they have been discriminated against are encouraged to use Steps 1 and 2 of the grievance procedure herein prior to seeking relief through outside agencies.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Purpose. The City and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continuing employee relations and morale. Every effort will be made to settle grievances at the lowest possible level of supervision. Except as provided in Articles 5.1 and 8.1, this grievance procedure shall be the sole mechanism for the adjudication of claims alleging any violation of the terms of this Agreement.

6.2 Definition. A grievance is a claim raised by the Union or the City in which it is alleged that a provision of the Agreement has been violated by the other party. Complaints alleging violations of Article 5 (Non-Discrimination) and Article 8.1 (Health and Safety) shall be adjudicated through one process. The grievant may choose to use the grievance process or report the violation to a state agency. In no case shall both processes be used.

6.3 Time Limitations. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure by the non-grieving party to comply with time limitations allows the grieving party to proceed immediately to the next step. Failure by the grieving party to comply with time limitations shall constitute a dismissal of the grievance. If the deadline for any action under the grievance procedure falls on a weekend or holiday, the deadline shall be extended to the next working day.

6.4 Step 1 - Verbal. As soon as possible, but in no case later than fourteen (14) calendar days from the date of the alleged occurrence, the employee shall first discuss the grievance with the immediate supervisor and/or the Department Director. The supervisor and/or Department Director shall investigate and respond to the employee within fourteen (14) calendar days. If the City does not respond within fourteen (14) calendar days, the grievance shall be deemed denied.

6.5 Step 2 - Written. If the grievance is denied or not satisfactorily resolved at Step 1, the Union shall reduce the grievance to writing and submit it to the Mayor or his/her designee within fourteen (14) calendar days of the City's response or deadline for submitting a response, whichever is earlier. For a grievance filed by the City, the grievance may be initially filed at Step Two, and may be submitted to the Union's offices by mail, facsimile or e mail. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the Agreement violated and the remedy sought. The party served with the grievance shall serve a written response on the other party within fourteen (14) calendar days of receiving the grievance. This time period may be extended if either party requests a meeting to discuss the grievance. In the event of a meeting, the party served with the grievance shall provide a written response to the other party within fourteen (14) calendar days of the meeting. If the non-grieving party does not respond within fourteen (14) calendar days, the grievance shall be deemed denied.

6.6 Step 3 - Arbitration. If the grievance is denied or not satisfactorily resolved at Step 2, either party may in writing refer to the matter to final and binding arbitration within thirty (30) calendar days following the date of the non-grieving party's response or deadline for submitting a response, whichever is earlier.

6.6.1 Discipline that has no impact on an employee's wages shall not be subject to arbitration, but may be raised during an arbitration to the extent it contributed to the discipline that is being arbitrated.

6.6.2 If the parties are unable to mutually agree on an arbitrator within fourteen (14) calendar days of the arbitration request, the party moving the grievance to arbitration shall request the appointment of an arbitrator from the Public Employment Relations Commission.

6.6.3 The arbitrator's decision shall be final and binding, subject to the limitations on the arbitrator's authority stated below. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement.

6.6.4 All fees and expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's attorney's fees or for the expenses of witnesses called by the other party. The arbitrator's fees shall be shared equally by the parties.

6.7 Election of Remedies. Employees who have the option of utilizing the Civil Service Commission or the grievance procedure under this Agreement shall be required to elect either the Civil Service Commission or the grievance procedure. In no event shall an employee be entitled to utilize both procedures for the resolution of a grievance.

ARTICLE 7 - STRIKES AND LOCKOUTS

It is recognized that the City is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and the Union.

The Union will not authorize a strike, work stoppage or slowdown; and the City will not engage in a lockout during the term of this Agreement. The Union will take every reasonable means within its powers to induce employees engaged in a strike, work stoppage or slowdown, in violation of this Agreement, to return to work; but the Union, its officers, representatives or affiliates shall not be held responsible for any strike, work stoppage or slowdown which the Union, its officers, representatives or affiliates have expressly forbidden or declared in violation hereof and attempted to prevent and/or terminate. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and/or arbitration procedures provided for herein. Employees shall not be disciplined for respecting lawful, sanctioned picket lines, provided that public safety is not compromised.

The City may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the City. The sole questions which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article.

ARTICLE 8 - HEALTH AND SAFETY

8.1 Health and Safety Laws. All state and local laws governing the health and safety of employees shall be observed, and are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein. Disputes arising from this Section 8.1 are not subject to Step 3 (Arbitration) under the grievance procedure.

8.2 Mutual Objective. It is the objective of both parties to this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents and illnesses.

8.3 Safety Committee. The Safety Committee consists of four (4) employees, two (2) representing the City and two (2) representing the Union. The Chair of this Committee shall be rotated between the City and the Union once every year. The Safety Committee shall meet a minimum of once every calendar quarter. The Safety Committee meetings shall be conducted on paid time and shall not exceed four hours per calendar quarter.

8.4 Safety Committee Activities. The Duties of the Safety Committee shall be to advise on matters relating to employee safety, as set forth in WISHA laws, review applicable WISHA laws and regulations and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the Committee. Copies of the minutes shall be sent to the Mayor's office and to the Union Representative. Available members of the Safety Committee including at least one (1) representative of the Union shall accompany WISHA Authorities on any walk-around inspections.

8.5 Safety Equipment. The City shall furnish proper safety devices for all employees as prescribed by WISHA standards. It shall be mandatory that all employees be trained in the use of such devices and use them in accordance with that training. The City shall offer first aid and CPR training annually to all employees. This shall be voluntary for those employees whose positions do not require it.

ARTICLE 9 - LABOR MANAGEMENT COMMITTEE

9.1 Labor Management Committee. The City and the Union agree that a need exists for closer cooperation between Labor and Management. From time to time suggestions and complaints of general nature affecting the Union and the City require consideration. The City and the Union therefore agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor Management Committee, the other half being no more than three (3) representatives of the City named for that purpose. Either party may request a meeting of the committee to discuss problems that may arise and how to resolve them.

9.2 Letters of Agreement. Should the Union and the City mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in a Letter of Agreement that is attached hereto and incorporated herein as though fully set forth. Letter of Agreement not attached to this Agreement shall have no effect.

ARTICLE 10 - PROBATIONARY EMPLOYEES

10.1 Probation. All employees shall serve an initial probationary period of six (6) months continuous service following hire and shall have no seniority rights during that period. Any leave(s) of absence (paid or unpaid) of more than twenty-one (21) working days in the aggregate shall not count toward

continuous service for the purposes of calculating any probationary period of employment. Management may be able to extend the probationary period when an employee is unavailable to perform (e.g....disability or excused leave). After completion of the initial probationary period, an employee's date of hire shall become the employee's seniority date. Neither the Union nor the employee may question the discipline or dismissal of any probationary employee. The discipline or dismissal of a probationary employee is specifically excluded from the grievance and arbitration provisions contained in this Agreement.

10.2 Promotional/Transfer Probation and Involuntary Return to Prior Position. The probationary period for an employee who has been promoted/transferred to a new classification shall be three (3) months of continuous service. If an employee's performance in the new classification is found to be unacceptable during the probationary period, a determination that is within the City's sole discretion, the employee shall have the right to return to the position from which the employee was promoted/transferred or, at the City's discretion, to any vacant position in the pay grade from which the employee was promoted/transferred. If the City has eliminated the discharged probationer's former position, the employee will be considered to be laid off and may exercise his/her rights under Sec. 11.4 Layoffs.

10.3 Voluntary Return to Prior Position. During the first sixty (60) days of the probationary period, an employee shall have the right to return to the position from which the employee was promoted/transferred or, at the City's discretion, to any vacant position in the pay grade from which the employee was promoted/transferred.

ARTICLE 11 - SENIORITY

11.1 Definitions. Seniority is the length of continuous service with the City including the employee's probationary period. Any bargaining unit employee promoted to a position outside of the bargaining unit shall not continue to accrue seniority.

11.2 Seniority List. The City shall establish and mail to the Union a seniority list which shall be brought up to date on an annual basis. The order of seniority shall be based on the hire or rehire date of employment, whichever is later. The Union will have thirty (30) calendar days following receipt of the annual seniority list to protest any employee's seniority order on the list. The term "rehire" for purposes of this Article means the rehiring of an employee after separation from employment for any reason and includes the recall of any laid off employee after the applicable recall period set forth in Article 13.

11.3 Vacancies and Promotions. Seniority shall be given consideration, along with the requirements of the City, in filling job vacancies and promotions. Seniority shall apply when qualifications are equal. In filling job vacancies or making promotions, the City will give first consideration to existing employees before hiring outside employees. Employees not selected to fill a vacancy or promotional position shall, upon their request, be provided with reasons for the decision. It is understood that the process for providing feedback is an informal one and that there is no requirement that the reasons be reduced to writing.

11.4 Layoffs. When the City eliminates a bargaining unit position, the employees shall be selected for layoff in reverse order of seniority. Employees subject to layoff shall have the right to bump into other positions occupied by persons with less seniority, provided that the employee subject to layoff has

previously performed the functions of the other position within the City of Milton, and possesses the ability to competently perform the position's current job functions. Employees shall not accrue seniority while on layoff. Seniority lists shall be adjusted accordingly.

11.5 Recall Rights. Laid off employees shall be recalled on the basis of seniority to any previously held position if a vacancy occurs. Laid off employees will retain recall rights for one (1) year from date of layoff.

11.6 Loss of Seniority. An employee shall lose seniority for any of the following reasons:

Voluntary resignation;

Discharge for just cause;

Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless extended by the City and the employee;

Exceeding a leave of absence (unless excused in writing);

Giving a false reason for obtaining a leave of absence;

Accepting employment while on leave of absence unless agreed to in writing by the City, with a copy of such writing to be sent to the Union;

Lay-off in excess of one (1) year.

ARTICLE 12 - EMPLOYEE CLASSIFICATIONS

12.1 Regular Full-Time Employees. Regular full-time employees regularly work forty hours per week.

12.2 Regular Part-Time Employees. Regular part-time employees regularly work less than forty hours per week, but not less than twenty hours per week. Regular part-time employees shall accrue vacation, sick leave, and holiday benefits in direct proportion to hours worked.

12.3 Directors. Department Directors shall not be allowed to perform departmental bargaining unit work. Exceptions to this may occur when:

- The work is time sensitive and there are no qualified bargaining unit members available to perform it.
- The work is of an emergency nature involving threats to life, limb or property.

Department Directors shall not replace bargaining unit employees on a full-time basis.

12.4 New Classifications. Should the City establish a new classification during the term of this Agreement, it shall establish wage rates for the classification which are comparable to wage rates of similar classifications within the facility. Before putting these wage rates into effect, the City will bargain them with the Union to agree on wage rates for the new classification

12.5 Temporary Employees:

The City has the right to fill positions on a temporary basis as needed for the purpose of meeting increased workloads, projects, employee injuries or illnesses requiring a temporary replacement of 960 hours. Temporary employees shall be limited to:

- Seasonal help working less than 960 hours calendar days during the summer to provide maintenance work for the Public Works department.

- Office pool of temporary employees for Finance, Administration, and Police departments working a combined total of 1,500 hours or less per calendar year.
- Temporary employees shall be required to join the union after they have worked 960 hours per calendar year. Temporary employees shall be paid at eighty-five percent (85%) of the wage rate as listed in appendix A.
- Management shall notify the Union of temporarily hired employees within 30 days of the temporary appointment.
- Temporary employees shall not be employed to deprive regular employees of overtime.
- No permanent employees shall be laid-off while temporary employees are employed.

If a temporary employee becomes a full-time or part-time regular employee, then their seniority date shall be the date they became a full-time or part-time regular employee.

ARTICLE 13 - WAGES, CLASSIFICATIONS AND HOURS OF WORK

13.1 Appendix Provisions. The classifications, monthly rates of pay and department specific provisions are set forth in the attached Appendix A and made a part of this Agreement. The following General Wage Increase shall go into effect for all employees covered by this agreement:

- a. Effective January 1, 2020, the 2019 wage rates shall increase by an amount equal to three (3.0) percent.
- b. Effective January 1, 2021, the 2020 wage rates shall increase by an amount equal to two point five (2.5) percent.
- c. Effective January 1, 2022, the 2021 wage rates shall increase by an amount equal to two point five (2.5) percent.
- d. **Position Reclassifications:** The following reclassification of positions shall apply effective January 1, 2020.
 1. Journey Electric Lineman shall be reclassified to a Grade 24
 2. Journey Electric Lineman, Lead shall be reclassified to a Grade 25
 3. The Classification of All City Operator shall be created at a Grade 19.
 4. Both parties agree to meet in a Labor/Management format to review classifications no later than 30 days after ratification.

13.2 Promotions. Any employee who is promoted into a higher classification shall be placed into a step in the higher classification that represents a rate of pay which is not less than a 5% increase above the previous rate of pay that the employee received in the classification from which the employee was promoted.

13.3 Out of Class Pay. Out of class pay at the rate of five (5) percent above the employee's current rate of pay shall be granted to any employee assigned by a Director to a higher classification for one (1) day or more to fill in during the absence of a regular employee.

13.4 Compensatory Time. Compensatory time may be granted for overtime worked, subject to the approval of the Mayor or his/her designee. Such compensatory time shall be accrued at the applicable

overtime rate for the time worked. Requests for compensatory time off shall be subject to the approval of the Mayor or his/her designee.

13.5 Hours of Work and Flextime. The normal work week for full-time employees shall consist of five (5) work days of eight (8) consecutive hours (not including meal breaks) each, Monday through Friday. Employees may work more or less than (8) hours in a day if mutually agreed upon. Such changes must comply with the FLSA. The following schedules will be accommodated when possible and when there is mutual agreement between the employee and management.

Four (4) ten (10) hour days, Monday through Friday.

Eight (8) consecutive days of nine (9) hours each and one (1) day of eight (8) hours with every other Friday or Monday off. Days off may be adjusted when mutually agreed to.

Tuesday – Saturday Schedule

A Tuesday thru Saturday work week shift shall be established for one (1) employee. The terms and conditions for this shift are set forth below:

- Shift shall be staffed from volunteers from a Grade 16 or below. If there are no volunteers, then staffing will be on a one (1) week rotational basis from employees from the Parks and Facilities work group.
- Employees shall receive a ten (10) percent shift differential for all hours worked on Saturday.
- In the event of a vacation, sick leave or disability of the Saturday worker, the City shall determine if the shift will be covered. If the shift is to be covered, then coverage shall come from the Parks and Facilities work group and overtime rules set forth in Sec. 13.7 and 13.8 of this CBA shall apply.
- When a new employee is hired in to the Parks and Facilities work group that employee will be assigned the Tuesday through Saturday work schedule full-time.

Milton Days

Any employee who volunteers to work outside of their regular working hours for Milton Days shall be allowed to flex their work schedule for that week. All hours worked outside of their regular hours shall include a ten (10) percent shift differential.

Alternate workday for limited duration.

If the City requests a modification of this article, such modification shall require the agreement of the Union. If the employee requests a modification of the normal work week, the employee may request such a modification directly from the City or through the Union. The employer or the employee may with a minimum of two (2) weeks' notice revert back to the normal shift of five (5) days per week Monday through Friday eight (8) hours per day.

13.6 Meal and Rest Breaks. All employees shall be entitled to one (1) paid fifteen (15) minute rest break every four (4) hours of work. All employees shall be entitled to one (1) unpaid meal period of a minimum of thirty (30) minutes and a maximum of one (1) hour.

13.7(a) Overtime Compensation. There shall be two (2) overtime rates of pay. Both overtime rates may be paid in the form of wages, equivalent compensatory time off or a combination thereof.

One and one half (1 ½) the straight time rate of pay

The overtime rate of one and one half (1 ½) the straight time rate shall be paid for all hours worked in excess of the employee’s scheduled shift (workday) or any hour worked over 40 hours per week. If an employee works a modified work week pursuant to Article 13.5 (e.g., 10 hours one day and 6 hours the next), no overtime will be paid, unless the employee works in excess of 40 hours in a workweek.

Double (2) the straight time rate of pay

The overtime rate of double (2) the straight time rate of pay shall be paid for all hours worked on Sunday.

13.7(b) Fatigue Time. Any employee performing overtime work between 12:00 a.m. (midnight) and 4:00 a.m. (with the exception of Saturdays, Sundays and holidays) and actually performing work for two (2) hours or more past midnight, shall be allowed to take four (4) hours of paid rest at the straight-time rate upon their release from duty for start of shift whichever is later. Such employee shall be required to report to work after four (4) hours rest or utilize accrued leave time for the balance of their regular shift.

13.8 Call Back Pay. Employees called back to work outside of their normally scheduled shift shall receive a minimum of three (3) hours pay at one and one-half times their regular straight time hourly rate of pay. Employees shall not be entitled to call-back pay if, with a minimum of one week’s prior notice, they are required to work outside their normally scheduled shift.

13.9 Educational Reimbursement. Employees will be entitled to reimbursement for classes and/or training requested by the Department Director and approved by the Mayor.

13.10 Longevity Pay. In addition to the rates of pay identified in Appendix A, each regular full-time employee shall receive longevity pay as follows.

Years of Service	Longevity Pay
Starting 5th – 9th	2% of Base Wage
Starting 10th – 14th	3% of Base Wage
Starting 15th + years	4% of Base Wage

13.11 Anniversary Date. The anniversary date, for the purposes of calculating eligibility for step increases, longevity pay and other employee compensation, shall be on the date an employee was hired. Should an employee's probation be extended the employee shall not receive a step increase until they have successfully passed probation.

13.12 Mutual Aid Compensation. Should it be necessary to send employees covered by this agreement to assist another utility during emergency conditions, such employee shall receive the compensation that is the highest of the two agencies involved. The determination of when employees can be furnished to assist another agency shall be at the discretion of the department director. Employees that are sent to assist another utility during emergency conditions shall follow the most stringent safety policies and procedures of the two agencies involved.

13.13 Emergency Compensation. All regular full-time employees shall be eligible for emergency pay under the following conditions: an event occurs, unexpected or expected, involving shortage of time and resources, that places life, property or environment in danger, or that requires response beyond routine incident response resources, and is declared an emergency by the employee's department director or Mayor. The determination of what events constitute an emergency and hence qualifies for this compensation shall be determined by the department director or Mayor, and may be implemented for an entire department or for specific individuals. Once an emergency is declared by the department director or Mayor, employees shall receive pay for time worked in the following steps:

1. First eight (8) hours (or first ten (10) hours in the case of employees working four (4) tens (10) hour days) at the straight time rate of pay, normal shift.
2. Any additional hours shall be paid at one and one half (1 ½) the straight time hourly rate of pay. The rate of one and one half (1 ½) straight time rate of pay shall continue until such time as the emergency is declared to be over by the employees department director or the work shift is at an end, whichever occurs first the end of the work shift occurs when an employee either leaves to go home or is sent home by his or her department director. If a declared emergency is still in effect when the employee returns to work, compensation for time worked will follow step one and step two above. The determination that a declared emergency is at end, and thus the ability to qualify for emergency compensation is at an end, shall be at the sole discretion of the department director. Some individuals may be removed from emergency compensation prior to others based on the circumstances of the emergency as determined by the department director. When the emergency is declared to be at an end, the provisions of this section are no longer in effect and normal contract language concerning overtime pay will immediately prevail.

If an emergency falls on a day when employees are entitled to premium pay (Sunday's or Holidays), the applicable premium pay rate shall apply. However, there will be no pyramiding of emergency pay on top of premium pay.

13.14 Inclement Weather. The City will attempt to notify employees of inclement weather closures as soon as practicable by text blast. The City will designate essential employees either by class of employee or individually at the earliest opportunity. Any employee who has notified the city on or after 12 noon of the day preceding the closure that he/she is taking leave due to weather shall not be charged for the use of leave. In the event of a closure for part of a workday, such employees will receive a pro rata leave credit. Essential employees who are required to work during an emergency closure shall be paid at his or her overtime rate of pay for hours worked during the closure.

ARTICLE 14 - HOLIDAYS

14.1 Number of Paid Holidays. All regular full-time and regular part-time employees shall be entitled to compensation for thirteen (13) holidays per year as listed below.

New Year's Day	Veteran's Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
President's Day	The day following Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	Two "Floating Holidays"

Christmas Eve Day: This is a holiday for non-essential personnel as designated by the Mayor or her designee. Essential personnel shall be granted an additional "Floating Holiday" which shall be used within six (6) months following the Christmas Eve on which the employee is designated to work.

14.2 Date of Holidays. The dates of the above legal holidays will be as designated by the State of Washington. The "floating holidays" shall be chosen by agreement between the employee and the City.

14.3 Eligibility. New employees shall be eligible for all holidays except the "floating holidays." New employees shall become eligible for the "floating holidays" after completion of the probationary period. Approved leaves of absence will not interrupt continuous service for purposes of eligibility for floating holidays. Periods of layoff will not count toward the computation of continuous service. In order to be eligible for a holiday (including "floating holidays"), an employee must be in a paid status on the regular work day immediately preceding and immediately following the scheduled holiday. Paid status includes regular wages or paid time off.

14.4 Worked Holidays. If an employee is required to work on a holiday, such time worked shall be paid at two (2) times the employee's regular straight time hourly rate of pay, in addition to the employee's holiday pay.

14.5 Holiday Pay. Regular part-time employees shall be entitled to prorated holiday pay based on hours regularly worked. Regular full-time employees shall be entitled to eight (8) hours of holiday pay at the employee's regular straight time hourly rate of pay.

ARTICLE 15 - VACATION

15.1 Vacation. All regular full-time employees shall be entitled to the following vacation time with pay.

Years of Service	Vacation Leave	Hours
1 st - 5 th Year	Eight (8) hours per each full month worked	96
6 th - 15 th Year	Twelve (12) hours per each full month worked	144
16 th - 19 th Year	Thirteen and one-third (13.3) hours per each full month worked	160
20 th year and over	Fourteen and seven-tenths (14.7) hours per full month worked	176

15.2 Eligibility, Accrual and Scheduling. Employees who have not completed their first year of service may use accrued, but unearned, vacation after six (6) months of continuous employment; provided, however, that any such employee who separates from employment before completing one year of continuous employment shall have such used unearned vacation pay deducted from his/her final paycheck. Vacation accruals are not earned when on a leave of absence without pay for a full pay period or longer. This shall exclude employees who are on a leave of absence for military active duty training or for military inductive purposes. Periods of layoff do not count toward the computation of continuous service. Employees shall be entitled to accrue unused vacation leave not to exceed a maximum of two hundred forty (240) hours. Part-time regular employees shall accrue prorated vacation leave based on the hours regularly worked. All vacation leave shall be taken at a time mutually agreeable between the employee and the City. Should the two hundred forty (240) hour maximum be exceeded through no fault of the employee, the City shall pay the employee for all vacation in excess of the two hundred forty (240) hours.

15.3 Payment for Unused Vacation Leave. Employees who have completed one (1) or more years of service shall, upon separation of employment, be paid for all accrued vacation leave.

15.4 Vacation Scheduling. On February 1st of each year, each Department Director shall post a twelve (12) month vacation roster establishing the dates vacations may be taken. Department employees shall bid for vacations in order of seniority on or before March 1st of each year. Before employees choose a second vacation period, all employees shall have the opportunity to bid for a first vacation period. Then all employees shall bid for a second and successive vacation periods in seniority order. Vacation scheduling requested after March 1st of each year shall be on a first-come first-served basis, subject to the approval of the Department Director. The City has the right to make modifications to the vacation schedule for bona fide operational reasons; provided, however, that no change to a vacation schedule shall be made by the City or the employee within thirty (30) calendar days of the scheduled vacation absent circumstances beyond their control.

ARTICLE 16 - SICK LEAVE

16.1 Sick Leave Accrual. All regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of continuous service. All regular part-time employees shall accrue prorated sick leave based on the hours regularly worked. Sick leave accruals are not earned when on a leave of absence without pay for a full pay period or longer. This shall exclude employees who are on a leave of absence for military active duty training or for military inductive purposes. Periods of layoff do not count toward the computation of continuous service. Sick leave earned shall be credited to an employee's accruals only upon the completion of each calendar month. The maximum accrual of sick leave shall be nine hundred sixty (960) hours.

16.2 Sick Leave Compensation. All employees hired prior to January 1, 1993 shall be compensated for fifty percent (50%) of the unused sick leave upon separation of employment, unless terminated for cause. Any employee hired after January 1, 1993, who has at least ten (10) years of service with the city and is separated from employment due to death or disability may cash out up to twenty percent (20%) of the employees sick leave bank. After fifteen (15) years of service and with written confirmation of retirement from the PERS system, a qualifying employee may cash out twenty (20) percent. The cash out amount may be directed to a deferred compensation account or, if requested in cash, the employee shall receive a lump sum reduced by any payroll taxes and pension contribution, withholding and the lump sum penalty imposed by the PERS system (if any).

16.3 Use of Sick Leave. Sick leave may be used for any of the following reasons:

- (a) Personal illness or incapacity of the employee;
- (b) Forced quarantine of the employee by a public health official;
- (c) Family and medical leave as required by state and federal law;
- (d) Maternity leave;
- (e) Medical or dental appointments of the employee when such appointments cannot be scheduled during off-duty time;
- (f) Bereavement leave.

Sick leave shall be granted on a daily or one-half (1/2) hour basis but in no case less than one-half (1/2) hour increments or increments of less than one-half (1/2) hour when the leave exceeds one (1) hour.

Any employee with no sick leave taken during a six-month period (January 1 - June 30 or July 1 - December 31) shall receive a bonus in the amount of one day's pay. Any employee with up to one day's absence during a six-month period shall receive a bonus in the amount of one half (1/2) day's pay.

ARTICLE 17 - DISCIPLINE

17.1 Discipline and Discharge. Employees shall not be disciplined or discharged without just cause. Discipline shall include written warnings (including documented oral warnings), suspensions, demotions and discharges. Probationary employees are not entitled to utilize the grievance procedure when they are disciplined or discharged. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to discharge may be bypassed in appropriate cases. Employees shall be given a copy of all written warnings. The Union shall be sent copies of all disciplinary notices within two (2) working days of their being issued to an employee.

17.2 Right to Union Representation. An employee may request the attendance of a Union representative at any meeting where the employee is questioned about matters that could reasonably lead to discipline. The right to Union representation shall not apply to meetings where the employee is being counseled.

17.3 Pre-Disciplinary (Loudermill) Meeting. Prior to suspending without pay or discharging an employee, the City shall hold a pre-disciplinary meeting, at which time the employee will have the opportunity to present his or her defenses to the allegations.

17.4 Administrative Leaves. The City may place employees on paid administrative leave pending a disciplinary investigation. Such leaves are not discipline as defined in Article 17.1 and may not be challenged through the grievance procedure.

17.5 Application of Discipline. Employees responsible for directing the work force may give employees written and oral warnings. All other forms of discipline, such as suspensions without pay or terminations, shall be applied by the Department Director, the Mayor or his/her designee.

17.6 Personnel Files. The employee and the Union shall have the right to inspect the contents of the employee's personnel file. No disciplinary notices may be placed in the personnel file without prior notice. A copy of the notice shall be provided to the employee who will be required to sign the document, indicating his or her receipt. An employee who disagrees with the content of any disciplinary notice shall have the right to place a rebuttal statement in the personnel file.

ARTICLE 18 - DRUG TESTS

18.1 Substance Abuse Tests. The City may engage in employee drug screening pursuant to City Personnel Policies.

ARTICLE 19 - LEAVE OF ABSENCE

19.1 Family and Medical Leave (FMLA). Family and medical leave will be granted to eligible employees as required by applicable state and federal laws. Employees taking leave under this Section will be required to use any accrued vacation leave, sick leave and floating holidays during the leave period prior to continuing the leave in an unpaid status. Pursuant to applicable law, employees will be assigned to the same or an equivalent position upon return to work following a family or medical leave of twelve (12) weeks or less.

19.2 Prolonged Disability. If an employee has exhausted the twelve (12) weeks of family and medical leave available under Article 19.1 and is unable to return to work because of a disability or on the job injury, the employee will be granted an additional leave of absence of up to twelve (12) months without pay or the accumulation of sick leave, vacation leave or other benefits. Employees shall be required to use his/her own medical insurance or COBRA benefits during this period of absence from the City. An employee shall not be terminated by the City because of prolonged continuous illness or injury during any such leave period. Employees must support their request for such leave with a full explanation of the underlying qualifying facts and circumstances. Employees must provide the City with a medical certificate that describes the disability or health condition and the date the employee is expected to return to work. During any such leave, the employee will cooperate with the City by allowing the City access to medical information relating to the disability or health condition for which leave has been

granted; by submitting upon request to an independent medical examination by a physician paid for and chosen by the City; and, by assisting the City in searching for and accepting any alternative work the employee is able to perform. If the appropriate medical provider(s) certifies that the employee can return to work, the employee shall be reinstated to the same or substantially equivalent position in accordance with his seniority rights. The City reserves the right to obtain a second opinion for determining an employees' fitness for duty if and when that employees' medical provider certifies that the employee is ready to return to work.

19.3 Military Leave. Military leave will be granted to employees as required by state and federal laws.

19.4 Jury Duty. Employees who are required to render jury service shall receive their regular pay during such period. Employees shall remit to the City all jury pay received.

19.5 Bereavement Leave. All employees who suffer a death in their immediate family, upon submitting verification, shall be given up to five (5) days off with full pay for each loss within 30 days of the death. Additional leave may be granted at the discretion of the City and such additional bereavement leave shall be deducted from accrued sick leave or vacation leave. Immediate family shall be defined as:

- Spouse
- Brother
- Step-Child
- Foster Child
- Grandchildren
- Father
- Sister
- Step-Parent
- Foster Parent
- Domestic Partner
- Mother
- Child
- Step-Grandparents
- Grandparents

19.6 Family Care Leave. Employees may use accrued sick or vacation leave to care for a family member as defined in the Washington Family Care Act (child, spouse, parent, parent-in-law, grandparent).

ARTICLE 20 - HEALTH AND WELFARE

20.1 Medical.

- a. For the term of the agreement, the Employer will contribute ninety percent (90%) of the monthly premium necessary to provide employee, spouse and dependent coverage under AWC 250 Plan for every regular full-time employee. The employee shall pay the balance of the premium.

Or

At the employee's written request, the Employer will contribute one hundred percent (100%) of the monthly premium necessary to provide employee, spouse and dependent coverage under AWC Kaiser HMO Plan 2, \$10 Copay Plan for every regular full-time employee.

b. Employees will strive to maintain Wellness Benefits offered by AWC.

20.2 Dental. The City will contribute one hundred percent (100%) of the monthly premium necessary to provide employee and dependent coverage under the Willamette Dental or Delta Dental Plan "J" with a \$1,500 yearly maximum for every regular full-time employee.

20.3 Vision. The City will make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage under the AWC Vision Service Plan for every regular full-time employee.

20.4 Orthodontia. The City will contribute one hundred percent (100%) of the monthly premium necessary to provide employee and dependent coverage under the AWC Orthodontia Rider Plan V.

20.5 Life. The City will make contributions equal to one hundred percent (100%) of the premium necessary to provide a \$50,000 death benefit coverage to every regular full-time employee. In addition, employees may purchase additional death benefit coverage for themselves and their spouse as provided by the plan.

20.6 EAP. The City shall make contributions equal to one hundred percent (100%) of the premium necessary to provide every regular full-time employee coverage under the AWC Employee Assistance Program.

20.7 Pro-Rata Contributions for Regular Part-Time Employees. For regular part-time employees, the City will pay a prorated percentage of medical insurance premiums based on the number of hours worked by regular part-time employees. Regular part-time employees shall pay any premium amounts in excess of this prorated amount. Regular part-time employees who decline to participate in the Health and Welfare benefits listed in this Article must sign a written waiver to that effect.

20.8 FSA Account: Employer will continue to offer a Flexible Spending Arrangement (FSA) account to allow employees to pay for qualified healthcare and daycare expenses on a pre-tax basis, as governed by Section 125 of the IRS Tax Code.

20.9 Opt Out Provision. An employee may elect to opt out of medical insurance coverage for spouse and/or dependents, provided that the employee has proof of medical insurance coverage through another provider for them, and this decision is in conjunction with the annual enrollment period. In the event that the terms of the medical insurance policy limit the number or percentage of employees who may opt out, the employer shall accept elections to opt out on a first come/first served basis. If the employee opts out, then in the month the employer is no longer required to pay the employee's health care insurance premiums, the employer shall pay the employee an amount equal to fifty percent (50%) of the employer's share of the monthly premium as compensation for each month the employer does not have to pay the employee's insurance premium. This payment will not be considered as part of the base wage compensation for calculating overtime, longevity, or any other special pay.

ARTICLE 21 - RETIREMENT AND DISABILITY

21.1 Employees shall receive PERS retirement benefits as provided by State law.

ARTICLE 22 - SAVINGS CLAUSE

22.1 Should any term of provision of this Agreement be in conflict with any State or Federal statute or other applicable law or regulation binding upon the City, such law or regulation shall prevail. In such event, the remaining terms and provisions of this Agreement will continue in full force and effect. No City ordinance or resolution shall modify or change any provision of this Agreement during the life of this Agreement, unless agreed upon by the City and Union.

22.2 If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such court, the remainder of this Agreement shall not be affected thereby. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

22.3 If any provision of this Agreement is in conflict with the City’s Civil Service Rules, the latter shall control.

ARTICLE 23 - INDEMNIFICATION OF CITY EMPLOYEES

23.1 The City agrees either to provide insurance coverage to employees or provide liability defense for employees, or a combination thereof, in order to reasonably protect and indemnify employees from liability to third parties resulting from employees performing duties within the scope of their employment. The coverage will include reasonable attorney’s fees and reasonable costs connected with lawsuits. The protections of this Article do not apply to any intentional and/or reckless acts or omissions.

ARTICLE 24 – OUTSOURCING

24.1 Except in the case of an emergency, one hundred and twenty (120) days prior to outsourcing bargaining unit work which results in a reduction of the work force, the City will notify the Union in writing. Upon written request by the Union, the City will bargain the impacts of such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 25 - DURATION

25.1 Period of Agreement. This Agreement shall become effective upon execution by both parties, and shall remain in full force and effect until and through December 31, 2022.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 483

CITY OF MILTON, WASHINGTON

Alice Phillips
Business Manager

Shanna Styron-Sherrell, Mayor

Date

Date

APPENDIX A

A.1 Wage Rates. The monthly rates of pay for employees covered by this Agreement are as set forth below, and shall be paid for actual hours worked or earned per pay period:

Monthly Wage Scale- 2020 Wage Scale

Full Time Employees	Grade	A Begin	B 6 Mo	C 6 Mo	D 6 Mo	E 12 Mo
Parks/Facilities Worker	12	\$3,752	\$3,967	\$4,169	\$4,378	\$4,594
Administrative Support - Police	13					
Maintenance Worker I						
Meter Reader		\$3,966	\$4,170	\$4,378	\$4,594	\$4,823
Administrative Assistant - Field	14					
Administrative Assistant - PW						
Administrative Assistant – Deputy City Clerk						
Administrative Assistant – Finance Technician I						
Meter Technician		\$4,170	\$4,378	\$4,594	\$4,823	\$5,068
Systems Support Specialist						
Project Coordinator						
Administrative Assistant – Permit Tech. w/License						
Maintenance II – Parks	16					
Maintenance Worker II		\$4,594	\$4,823	\$5,068	\$5,319	\$5,581
Finance Technician II						
Asset Management Tech I	17	\$4,823				
Mechanic			\$5,068	\$5,319	\$5,581	\$5,862
Building Insp	18					
Line Equipment Operator		\$5,068	\$5,319	\$5,581	\$5,862	\$6,155
Systems Administrator						
Senior Accountant						
Maintenance III – Lead	19					
Asset Management Tech - II		\$5,319	\$5,581	\$5,862	\$6,155	\$6,463
Water Quality Specialist						
All City Equipment Operator						
	23					
Utility Supervisor						
Apprentice Lineman (varying % of Journey Electric Lineman)		\$6,463	\$6,786	\$7,125	\$7,483	\$7,858
Building Official						
Journey Electric Lineman	24	\$6,786	\$7,125	\$7,483	\$7,858	\$8,252
Journey Electric Lineman, Lead	25					\$8,660
Electrical Supervisor	26	\$7,483	\$7,858	\$8,252	\$8,660	\$9,094

A.2 Step Increases. Progression through the step plan shall be in accordance per the following, provided the City determines that the employee’s performance is satisfactory, step advancement shall be automatic.

A	B	C	D	E
6 months	6 months	6 months	1 Year	Top of Step

A.3 Off Duty/On Call Pay. Any employee who is required to be on call outside their normal shift shall be paid for one (1) hour at the overtime rate of pay for each workday (Monday through Friday) of such duty and one and one half (1 ½) hours at the overtime rate of pay for each weekend day (Saturday or Sunday) and any holiday when the employee is on call.

A.4 Shoe Allowance. The City shall provide a Two Hundred and fifty Dollar (\$250.00) per year safety shoe allowance to employees who are required to wear safety shoes. A probationary employee who fails to successfully complete their probation period shall be required to reimburse the City of Milton the full amount of the boot allowance. Such payment shall be withheld from the employees last check when possible.

A.5 Required Certifications. The City will pay for certifications required of employees by state or federal law, and necessary for the performance of the employee’s job duties for the City.

A.6 Mandatory Training. The City will notify employees of all mandatory, after-hours classes or training as soon as practicable, but in no event less than forty-eight (48) hours prior to such classes or training are scheduled to begin, provided however, that the City shall not be required to provide notice of required classes or training if the failure to provide notice is due to circumstances outside the City’s control. The Labor/Management Committee may be utilized to identify training and skill enhancement opportunities.

A.7 Clothing Allowance. The City shall establish a rotating uniform system that will provide one clean set of pants and shirt per workday and one jacket per work week per employee who is require to wear them.

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Agenda Item # 5A

To: City Council Members
From: Mayor Styron Sherrell
Date: March 16, 2020
Re: Appointments to Planning Commission

TYPE OF ACTION:

Information Only Discussion Action

Recommendation Motion: "I move to approve the Mayor's appointment of _____ to the Planning Commission Position #5 for a term to expire 5/2021."

"I move to approve the Mayor's appoint of _____ to the Planning Commission Position #6 for a term to expire 5/2022."

Discussion:

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Agenda Item #: 7A

To: Mayor Styron Sherrell and City Council Members
From: Jamie Carter, City Engineer/Surface Water Compliance Inspector
Date: March 16, 2020
Re: **Approval – Park Board Work Plan for 2020**

ATTACHMENTS: Proposed Park Board Work Plan for 2020

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to approve the attached Park Board Work Plan for 2020 and direct that the Parks Board meeting agendas be scheduled to meet the goals therein.”

Fiscal Impact/Source of Funds: None directly.

Issue: The draft Work Plan identifies the issues and projects that Park Board and staff are proposing to work on for 2020. Council is requested to review, amend if needed, and approve the Work Plan.

Discussion: The Park Board solicited comments from the public during Milton Days and throughout the year, and the attached draft Work Plan reflects those efforts combined with discussions among City staff, Council People and Mayor Styron Sherrell.

The City Council may change or modify the Park Board’s proposed 2020 Work Plan to best reflect Council priorities, available resources, and emerging issues. Once adopted, Council retains the authority to further revise the Work Plan, including referring other issues to the Park Board during the course of the year.

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2020 Park Board Work Plan

Item	Description
Milton Community Parks Long Term Visioning	The Mayor has accepted the Visioning Plan and implementation is ongoing.
Improve Park Equipment – All parks	Part of the 2019 Visioning Plan, equipment repair and upgrades have been a topic of discussion and efforts are ongoing.
SK8 Milton Event	The Parks Board has put on this event for the last three years. This is a skating and safety clinic that utilizes Milton Skate Park and involves East Pierce Fire Dept. This is a very popular event planned for June 2020.
Parks Appreciation Day	The City endeavors to put on at least two community clean up events per year. Volunteers and donated items are primarily used to clean up or beautify targeted areas in the city. There will be one event held in April and another this Fall.
Install swings – Hilltower Park, Olympic View Park	The board has recognized the use and enjoyment that citizens get from using the swings at Kemper Playfield in Milton Community Park and wish for swings to be installed in other parks as well.
Improve Parking at Milton Community Park	Events held at the Milton Community Park overwhelm local streets with traffic. There are several concepts being considered to improve this. This project will most likely be a Capital Improvement project and may require grant funding. The board will work closely with staff to ensure the success of this plan.
Tennis Court – Milton Community Park	The tennis courts are past due for maintenance. At the least, the lines need to be repainted and the surface requires evaluation. The public has repeatedly asked for pickle ball lines to be added to the court as well.
Basketball Court – Hilltower Park	The asphalt for the court at Hilltower Park is old and in need of repair/replacement.

West Milton Ballfield	The West Milton Ballfield project has been going well. The City has been the recipient of free, clean fill dirt and it has made a big difference. The City budget has money in it for irrigation installation and lighting improvements. The board and staff will continue to work with FME Little League to implement a plan to integrate the improvements with minimal disruption to other projects and the playing season.
Milton Days	Every year the Parks Board mans a booth at Milton Days in order to connect with citizens directly and promote park use and events. In 2020, we plan to reserve a booth again.
Coordination with Edgewood and Fife at major events.	Every year Edgewood and Fife have a booth at Milton Days, and we would like to have the same presence at their major events. Edgewood has an annual picnic in July and Fife has the Harvest Festival in October. Need to research whether we can trade booth space in our events.

DRAFT



Agenda Item #7B

To: Mayor Styron Sherrell and City Council Members
From: Michelle Robbecke, Finance Director
Date: March 16, 2020
Re: **Ordinance 1985-20 - 2020 Budget Amendment #1**

ATTACHMENTS: Ordinance 1985-20
Exhibit A - Summary of Budget Changes
Exhibit B - Budget Change Details

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: "I move to adopt the attached Ordinance 1985-20 amending the 2020 Budget as summarized in Exhibit A and reflecting detailed changes itemized in Exhibit B."

Discussion: The proposed ordinance provides adjustments to the 2020 Budget as adopted by City Council via Ordinance No. 1979-19 on December 2, 2019. This is the first ordinance amending the 2020 Budget and reflects changes that have occurred since adoption of the original budget. These adjustments are detailed in the accompanying exhibits and summarized below.

Fund balance adjustments account for a total of (\$1,029,893). These changes amend the beginning and ending fund balances based on actual results from the previous year.

Continuing project adjustments account for a total of \$350,191. These changes carry forward the unexpended portions of capital and project budgets previously approved by Council into the current year.

New appropriation adjustments account for a total of \$164,085. These changes update the budget based on improved information and provide for new revenues, services and other expenditures that were not provided for previously.

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CITY OF MILTON, WASHINGTON

ORDINANCE NO. 1985-20

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, MAKING CERTAIN FINDINGS OF FACT AND AMENDING THE 2020 BUDGET ADOPTED WITH ORDINANCE NO. 1979-19 ON DECEMBER 2, 2019 AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Milton City Council adopted the 2020 Budget with Ordinance No. 1979-19 on December 2, 2019; and

WHEREAS, the City Council finds that current revenue and expenditure reports for the City differ from forecasts used to create the 2020 Budget; and

WHEREAS, the City Council finds that such differences justify certain adjustments regarding obligations incurred and expenditures of revenues for the 2020 Budget; and

WHEREAS, the City Council finds that any increases, decreases, revocations or recalls set forth herein are in the best interests of the City; and

NOW, THEREFORE,

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

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

Section 2. The 2020 Budget, as adopted with Ordinance No. 1979-19 is hereby amended as summarized in Exhibit A - Summary of Budget Changes and reflecting detailed changes itemized in Exhibit B - Budget Change Details.

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

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

Passed by the Milton City Council the ____ day of March 2020, and approved by the Mayor, the ____ day of March 2020.

SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

TRISHA SUMMERS, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
OGDEN, MURPHY & WALLACE, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 1985-20

CITY OF MILTON
2020 Budget Amendment #1
Exhibit A - Summary of Budget Changes

Fund Number	Fund Title	Original Beginning Fund Balance	Adjusted Beginning Fund Balance	Fund Balance Adjustments	Revenues and Other Resources	Expenditures and Other Uses	Net Increase (Decrease) in Fund Balance	Original Ending Fund Balance	Adjusted Ending Fund Balance
001	General Fund	1,008,970	684,983	(323,987)	4,000	4,000	(323,987)	1,008,970	684,983
004	Asset Replacement & Capital Improvement	561,493	562,283	790	-	132,400	(131,610)	501,154	369,544
101	Street Fund	-	84,183	84,183	-	-	84,183	155	84,338
103	Rainy Day Fund	469,959	476,918	6,959	-	-	6,959	474,154	481,113
105	Drug Seizure Fund	18,313	29,555	11,242	-	11,685	(443)	3,313	2,870
107	Criminal Justice Fund	-	90,236	90,236	-	-	90,236	3,424	93,660
116	Community Events Fund	14,791	18,399	3,608	-	-	3,608	14,791	18,399
118	Reserve Officer's Fund	2,063	2,249	186	-	-	186	-	186
130	Real Estate Excise Tax (REET 1) Fund	1,499	16,333	14,834	-	-	14,834	20,599	35,433
131	Real Estate Excise Tax (REET 2) Fund	165,297	181,780	16,483	-	-	16,483	288,113	304,596
140	Traffic Impact Fee Fund	416,492	360,442	(56,050)	-	-	(56,050)	91,217	35,167
150	Park Impact Fee Fund	84,388	78,315	(6,073)	-	-	(6,073)	14,334	8,261
310	Capital Improvement Fund	121,667	352,536	230,869	60,761	175,522	116,108	14,177	130,285
401	Electric Utility Fund	751,624	509,295	(242,329)	-	45,060	(242,329)	341,774	99,445
402	Electric Capital Improvement Fund	2,334,096	2,359,523	25,427	-	-	(19,633)	5,692,932	5,673,299
409	Electric Utility Asset Replacement Fund	709,330	690,691	(18,639)	-	-	(18,639)	475,163	456,524
403	Water Utility Fund	1,524,643	1,530,726	6,083	-	29,700	(23,617)	1,485,084	1,461,467
404	Water Capital Improvement Fund	1,067,032	1,172,150	105,118	-	74,674	30,444	231,626	262,070
405	Water Utility Asset Replacement Fund	313,236	352,367	39,131	-	34,734	4,397	235,186	239,583
406	Stormwater Operations Fund	524,153	454,128	(70,025)	-	-	(70,025)	314,235	244,210
407	Stormwater Capital Improvement Fund	1,097,076	127,972	(969,104)	-	-	(969,104)	942,036	(27,068)
408	Stormwater Asset Replacement Fund	85,099	91,159	6,060	-	6,501	(441)	62,900	62,459
501	Vehicle Repair & Maintenance Fund	-	(2,917)	(2,917)	-	-	(2,917)	4,477	1,560
503	Information Technology Fund	77,809	95,831	18,022	-	-	18,022	76,193	94,215
		11,349,030	10,319,137	(1,029,893)	64,761	514,276	(1,479,408)	12,296,007	10,816,599

CITY OF MILTON
2020 Budget Amendment #1
Exhibit B - Budget Change Details

Fund Number	Fund Title and Budget Change Description	Fund Balance Adjustments	Revenues and Other Resources	Expenditures and Other Uses	Net Increase (Decrease) in Fund Balance
001	General Fund				
	Adjust 2020 Beginning Fund Balance to Actual	(323,987)			(323,987)
	New Appropriation for Donation Received				
	367 00 00 002 Donations - Community Programs		1,000		1,000
	575 50 31 000 Cultural & Recreational Facilities Supplies			1,000	(1,000)
	New Appropriation for Zumba Classes at the Activity Center				
	347 60 00 000 Program Fees - Fitness Classes		3,000		3,000
	575 50 41 000 Cultural & Recreational Facilities Professional Services			3,000	(3,000)
	Total General Fund	(323,987)	4,000	4,000	(323,987)
004	Asset Replacement & Capital Improvement				
	Adjust 2020 Beginning Fund Balance to Actual	790			790
	New Appropriation for Police Patrol Vehicle				
	594 21 64 000 Capital Expenditures - Law Enforcement Services <i>This vehicle was scheduled to be purchased in 2021, but needs to be purchased in the current year due to staffing and operational changes</i>			50,000	(50,000)
	New Appropriation for Replacement of Public Works Vehicle #60				
	594 30 64 000 Capital Expenditures - Streets <i>This vehicle has reached the end of its useful life, and was approved for surplus by the City Council in 2019. The amount listed represents the portion of the vehicle allocated to Streets. Portions of the vehicle allocated to Electric, Water and Stormwater have existing amounts budgeted for replacement of the vehicle in the Electric, Water and Stormwater Asset Replacement Funds.</i>			1,400	(1,400)
	New Appropriation for Replacement of Shop Vehicle #16				
	594 48 64 000 Capital Expenditures - Public Works Centralized Services <i>This vehicle has reached the end of its useful life, and was scheduled for replacement in 2018</i>			38,000	(38,000)
	New Appropriation for Replacement of Facilities/Parks Vehicle #39				
	594 18 64 000 Capital Expenditures - Centralized Services <i>This vehicle has reached the end of its useful life, and was approved for surplus by the City Council in 2019</i>			43,000	(43,000)
	Total Asset Replacement & Capital Improvement	790	-	132,400	(131,610)
101	Street Fund				
	Adjust 2020 Beginning Fund Balance to Actual	84,183			84,183
103	Rainy Day Fund				
	Adjust 2020 Beginning Fund Balance to Actual	6,959			6,959
105	Drug Seizure Fund				
	Adjust 2020 Beginning Fund Balance to Actual	11,242			11,242
	New Appropriation for Police Drone Repair				
	521 20 48 105 Law Enforcement Services Repairs and Maintenance <i>This adjustment reflects insurance proceeds received in 2019 for repair of the police drone</i>			11,685	(11,685)
	Total Drug Seizure Fund	11,242	-	11,685	(443)
107	Criminal Justice Fund				
	Adjust 2020 Beginning Fund Balance to Actual	90,236			90,236
116	Community Events Fund				
	Adjust 2020 Beginning Fund Balance to Actual	3,608			3,608

CITY OF MILTON
2020 Budget Amendment #1
Exhibit B - Budget Change Details

Fund Number	Fund Title and Budget Change Description	Fund Balance Adjustments	Revenues and Other Resources	Expenditures and Other Uses	Net Increase (Decrease) in Fund Balance
118	Reserve Officer's Fund				
	Adjust 2020 Beginning Fund Balance to Actual	186			186
130	Real Estate Excise Tax (REET 1) Fund				
	Adjust 2020 Beginning Fund Balance to Actual	14,834			14,834
131	Real Estate Excise Tax (REET 2) Fund				
	Adjust 2020 Beginning Fund Balance to Actual	16,483			16,483
140	Traffic Impact Fee Fund				
	Adjust 2020 Beginning Fund Balance to Actual	(56,050)			(56,050)
150	Park Impact Fee Fund				
	Adjust 2020 Beginning Fund Balance to Actual	(6,073)			(6,073)
310	Capital Improvement Fund				
	Adjust 2020 Beginning Fund Balance to Actual	230,869			230,869
	Carry Forward 2019 Grant Revenue Budget for Continuing Projects				
	334 03 80 141 TIB Yuma Street Overlay Grant		60,761		60,761
	Carry Forward Unexpended 2019 Budget for Continuing Projects				
	594 18 61 143 City Hall Retrofit			73,010	(73,010)
	595 42 63 122 Misc Street Overlay			15,000	(15,000)
	595 42 63 141 TIB Yuma Street Overlay			67,512	(67,512)
	595 42 63 146 West Milton Ballfield Improvements			20,000	(20,000)
	Total Capital Improvement Fund	230,869	60,761	175,522	116,108
401	Electric Utility Fund				
	Adjust 2020 Beginning Fund Balance to Actual	(242,329)			(242,329)
402	Electric Capital Improvement Fund				
	Adjust 2020 Beginning Fund Balance to Actual	25,427			25,427
	Carry Forward Unexpended 2019 Budget for Continuing Projects				
	594 33 62 126 Misc - Cable Replacement			45,060	(45,060)
	Total Electric Capital Improvement Fund	25,427	-	45,060	(19,633)
409	Electric Utility Asset Replacement Fund				
	Adjust 2020 Beginning Fund Balance to Actual	(18,639)			(18,639)
403	Water Utility Fund				
	Adjust 2020 Beginning Fund Balance to Actual	6,083			6,083
	Carry Forward Unexpended 2019 Budget for Continuing Projects				
	534 50 35 001 Water Operations Machinery & Equipment (Fire Hydrants)			13,700	(13,700)
	New Appropriation for Manganese Disposal Charges				
	534 51 47 001 Water Quality Public Utility Services			16,000	(16,000)
	<i>Manganese disposal was previously allowed by Pierce County at no cost, but this service is no longer provided</i>				
	Total Water Utility Fund	6,083	-	29,700	(23,617)

CITY OF MILTON
2020 Budget Amendment #1
Exhibit B - Budget Change Details

Fund Number	Fund Title and Budget Change Description	Fund Balance Adjustments	Revenues and Other Resources	Expenditures and Other Uses	Net Increase (Decrease) in Fund Balance
404	Water Capital Improvement Fund				
	Adjust 2020 Beginning Fund Balance to Actual	105,118			105,118
	Carry Forward Unexpended 2019 Budget for Continuing Projects				
	594 34 62 100 Well #10 Construction			18,194	(18,194)
	594 34 63 130 Misc Security Upgrades			21,517	(21,517)
	594 34 63 131 Misc Water Main Replacements			24,894	(24,894)
	594 34 60 151 Well #2 Rehabilitation			10,069	(10,069)
	Total Water Capital Improvement Fund	<u>105,118</u>	<u>-</u>	<u>74,674</u>	<u>30,444</u>
405	Water Utility Asset Replacement Fund				
	Adjust 2020 Beginning Fund Balance to Actual	39,131			39,131
	Carry Forward Unexpended 2019 Budget for Continuing Projects				
	594 33 64 405 Asset Replacement			34,734	(34,734)
	Total Water Utility Asset Replacement Fund	<u>39,131</u>	<u>-</u>	<u>34,734</u>	<u>4,397</u>
406	Stormwater Operations Fund				
	Adjust 2020 Beginning Fund Balance to Actual	(70,025)			(70,025)
407	Stormwater Capital Improvement Fund				
	Adjust 2020 Beginning Fund Balance to Actual	(969,104)			(969,104)
408	Stormwater Asset Replacement Fund				
	Adjust 2020 Beginning Fund Balance to Actual	6,060			6,060
	Carry Forward Unexpended 2019 Budget for Continuing Projects				
	594 31 64 408 Asset Replacement			6,501	(6,501)
	Total Stormwater Asset Replacement Fund	<u>6,060</u>	<u>-</u>	<u>6,501</u>	<u>(441)</u>
501	Vehicle Repair & Maintenance Fund				
	Adjust 2020 Beginning Fund Balance to Actual	(2,917)			(2,917)
503	Information Technology Fund				
	Adjust 2020 Beginning Fund Balance to Actual	18,022			18,022
	Total All Funds	<u>(1,029,893)</u>	<u>64,761</u>	<u>514,276</u>	<u>(1,479,408)</u>



Agenda Item #:7C

To: Mayor Styron-Sherrell and City Council Members
From: Jamie Carter, City Engineer
Date: March 16, 2020
Re: **Project Acceptance – Alder St Water Main Extension (PW Project #137)**

ATTACHMENTS: Project Overview

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: “I move to accept the Alder Street Water Main Extension as complete and release the retainage to the Contractor, subject to proper releases from the State of Washington.”

Issue: Construction of the Alder St Water Main Extension was completed in August of 2019 and is now ready for Council acceptance.

Discussion: This project is a part of the City’s commitment to provide high quality potable water to all customers in the City of Milton’s water service area. These constructed updates will provide a better overall system where water quality and consistent service can be prioritized.

R.W. Scott Construction Company out of Auburn was awarded the contract for \$252,286.44 and the final construction cost was \$229,497.34.

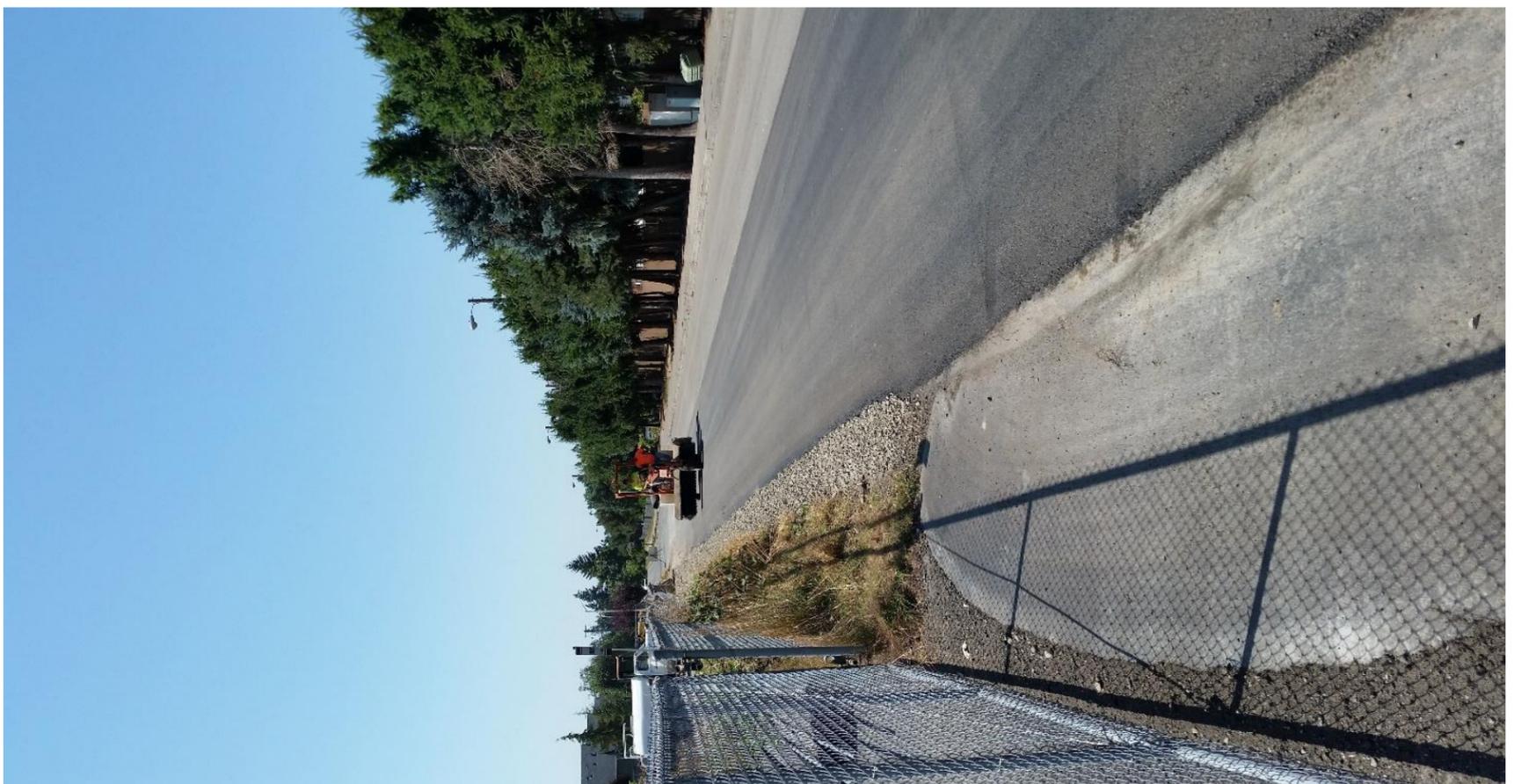
Work was inspected and passed by City inspectors and Construction Manager team.

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Project Overview

Alder St Water Main Extension - PW Project #137

In August of 2019 the Alder St Water Main Extension was constructed. This project installed approximately 1,000 lineal feet of water main on Alder Street in between 26th Ave Ct and 27th Ave. This work increased water pressure in the area and allowed for the safety and redundancy of a looped system (the two water mains were not connected prior). The work was finished on budget and on time. Gray and Osborne Inc. designed and managed the project during construction and R.W. Scott Construction Company performed the work. A half street overlay was included in the restoration.



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To: Mayor Styron-Sherrell and City Council Members
From: Jamie Carter, City Engineer
Date: March 16, 2020
Re: **Project Acceptance – City of Milton Decant Facility – PW Project #97**

ATTACHMENTS: Project Overview

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: “I move to accept the City of Milton Decant Facility as complete and release the retainage to the Contractor, subject to proper releases from the State of Washington.”

Issue: Construction of the City of Milton Decant Facility was completed in December of 2019 and is now ready for Council acceptance.

Discussion: This project is a part of the City’s commitment and requirement to protect receiving waters from pollution, while using city resources efficiently. We are required by our National Pollutant Discharge Elimination System (NPDES) permit with the Department of Ecology to clean all of our catch basins every two years. This is a large job, and many staff hours are committed to its success. Having our own facility will enable crews to avoid traffic and long lines when they have finished cleaning and the truck needs to be dumped. In addition, we are permitted to use the facility for light automobile washing, further helping the crew to maintain city resources efficiently.

Gray and Osborne, Inc. did the design and the construction management. The total of their work came to \$160,587. General Mechanical Inc. from Tacoma was awarded the construction contract for \$912,910.21 and the final construction cost was \$1,178,403.19. A major change order was initiated when it was found that the sewer line for the new facility was designed too close to Well 10. A redesign and a new review process with Pierce County Sewer were required.

Ecology inspected the project in December of 2019 and have accepted it as complete. Operations commenced in January of 2020 and the city is already seeing a benefit in staff time and waste management.

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Project Overview

City of Milton Decant Facility - PW Project #97

The City competed for and was successful in obtaining a grant from the Washington State Department of Ecology to build a Decant Facility in the City for City use. A decant facility is a place where wet material, like the stuff we clean out of catch basins or sweep off of the street, can be dried, treated and released in a safe and regulated manner. Previously, crews had to spend time in traffic and queues in order to dump this material, slowing down operations considerably. This newly constructed facility will allow us more flexibility and efficiency with our staff time and resources and will aid in our NPDES Permit compliance. The facility was constructed in 2019 and became operational in January of 2020.



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