



CITY COUNCIL MEETING AGENDA

By Order of Proclamation 20-28 issued March 24, 2020 by Governor Inslee waived and suspended any in-person requirements in the Open Public Meetings Act (OPMA) and the Public Records Act (PRA). This proclamation has been extended through June 17, 2020. The City of Milton will hold its June 8th meeting virtually via Zoom. City Hall is closed and there will be no in-person option to attend meetings. During this time, City Council may take action on necessary and routine matters or other matters necessary to address the Covid-19 outbreak and public health emergency.

Zoom Meeting ID: 867 9203 2778

Phone number 253-215-8782

**June 8, 2020
Monday**

**Study Session
6:00 p.m.**

- 1. Call to Order and Flag Salute**
- 2. Roll Call of Councilmembers**
- 3. Regular Agenda**
 - A. First Quarter 2020 Financial Report**
 - B. SR 99 Transpo Contract**
 - C. Street/ Alley Vacation Code Update Ordinance 1987-20**
- 4. Adjournment**

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Agenda Item # 3A

To: Mayor Styron Sherrell and City Council Members
From: Michelle Robbecke, Finance Director
Date: June 8, 2020
Re: **First Quarter 2020 Budget Report**

ATTACHMENTS: Budget Position Report for the Quarter Ended March 31, 2020
Treasurer's Report as of March 31, 2020

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Discussion:

Review highlights of Budget Position Report for the Quarter Ended March 31, 2020 and Treasurer's Report as of March 31, 2020.

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2020 BUDGET POSITION

City Of Milton
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001 General Fund Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining	
310 Taxes	3,947,015.00	716,506.73	3,230,508.27	18.2%
320 Licenses & Permits	330,507.00	55,626.94	274,880.06	16.8%
330 State Generated Revenues	0.00	3,118.26	(3,118.26)	0.0%
340 Charges For Services	243,452.00	95,262.60	148,189.40	39.1%
350 Fines & Forfeitures	147,107.00	34,598.35	112,508.65	23.5%
360 Misc Revenues	87,721.00	36,119.34	51,601.66	41.2%
380 Non Revenues	173,700.00	4,473.65	169,226.35	2.6%
390 Other Revenues	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	4,929,502.00	945,705.87	3,983,796.13	19.2%

Expenditures	Amt Budgeted	Expenditures	Remaining	
511 City Council	80,340.00	5,284.05	75,055.95	6.6%
512 Judicial	393,000.00	15,040.04	377,959.96	3.8%
513 Mayor & Executive Offices	157,124.00	29,842.84	127,281.16	19.0%
514 Administration & Finance	126,290.00	26,250.39	100,039.61	20.8%
515 Legal Services	30,150.00	(2,337.49) ⁽¹⁾	32,487.49	7.8%
517 Other Admin & Personnel	11,039.00	4,126.51	6,912.49	37.4%
001 Facilities	51,563.00	2,555.73	49,007.27	5.0%
002 Other Central Services	57,137.00	52,023.03	5,113.97	91.0%
518 Central Services	108,700.00	54,578.76	54,121.24	50.2%
524 Protective Inspections	1,000.00	0.00	1,000.00	0.0%
553 Conservation	200.00	0.00	200.00	0.0%
554 Nuisance Control	1,500.00	0.00	1,500.00	0.0%
557 Community Services	0.00	0.00	0.00	0.0%
001 Building	347,881.00	65,891.76	281,989.24	18.9%
002 Planning	227,710.00	46,253.59	181,456.41	20.3%
558 Planning & Community Devel	575,591.00	112,145.35	463,445.65	19.5%
569 Senior Services	0.00	0.00	0.00	0.0%
571 Educational & Recreational Activities	0.00	445.95	(445.95)	0.0%
575 Cultural & Recreational Fac	27,300.00	3,921.08	23,378.92	14.4%
576 Park Facilities	228,480.00	32,648.41	195,831.59	14.3%
580 Non Expenditures	178,100.00	(4,228.97) ⁽²⁾	182,328.97	2.4%
591 Debt Service	0.00	0.00	0.00	0.0%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
597 Interfund Transfers	3,010,685.00	750,821.25	2,259,863.75	24.9%
Fund Expenditures:	4,929,499.00	1,028,538.17	3,900,960.83	20.9%

Fund Excess/(Deficit): **3.00** **(82,832.30)**

(1) 515 - Legal Services is negative due to indirect cost allocations. Monthly allocation entries exceeded actual legal expenditures for the first quarter. Legal Services will return to a positive amount during the year as actual expenditures increase.

(2) 580 - Non Expenditures is negative due to the Payroll Clearing account. The Payroll Clearing account is a temporary holding account for various payroll transactions. Its balance will fluctuate between positive and negative throughout the year.

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004 Asset Replacement & Capital Reserve			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
360 Misc Revenues	7,776.00	1,941.66	5,834.34	25.0%
380 Non Revenues	0.00	0.00	0.00	0.0%
390 Other Revenues	0.00	0.00	0.00	0.0%
397 Interfund Transfers	98,285.00	24,571.26	73,713.74	25.0%
Fund Revenues:	106,061.00	26,512.92	79,548.08	25.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance	16,400.00	0.00	16,400.00	0.0%
580 Non Expenditures	0.00	0.00	0.00	0.0%
594 Capital Expenditures	282,400.00	103,380.25	179,019.75	36.6%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Expenditures:	298,800.00	103,380.25	195,419.75	34.6%
Fund Excess/(Deficit):	(192,739.00)	(76,867.33)		

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101 Street Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
320 Licenses & Permits	2,000.00	2,239.00	(239.00)	112.0%
330 State Generated Revenues	175,000.00	41,965.49	133,034.51	24.0%
340 Charges For Services	0.00	0.00	0.00	0.0%
360 Misc Revenues	688.00	301.10	386.90	43.8%
390 Other Revenues	0.00	0.00	0.00	0.0%
397 Interfund Transfers	210,000.00	52,500.00	157,500.00	25.0%
Fund Revenues:	387,688.00	97,005.59	290,682.41	25.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance	271,492.00	70,785.45	200,706.55	26.1%
580 Non Expenditures	0.00	0.00	0.00	0.0%
591 Debt Service	91,041.00	0.00	91,041.00	0.0%
594 Capital Expenditures	25,000.00	0.00	25,000.00	0.0%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Expenditures:	387,533.00	70,785.45	316,747.55	18.3%
Fund Excess/(Deficit):	155.00	26,220.14		

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103 Rainy Day Fund		Months: 01 To: 03		
Revenues	Amt Budgeted	Revenues	Remaining	
360 Misc Revenues	4,195.00	1,733.86	2,461.14	41.3%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	4,195.00	1,733.86	2,461.14	41.3%
Expenditures	Amt Budgeted	Expenditures	Remaining	
514 Administration & Finance	0.00	0.00	0.00	0.0%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Expenditures:	0.00	0.00	0.00	0.0%
Fund Excess/(Deficit):	4,195.00	1,733.86		

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105 Drug Seizure Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
360 Misc Revenues	0.00	1,202.66	(1,202.66)	0.0%
Fund Revenues:	0.00	1,202.66	(1,202.66)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
521 Law Enforcement	26,685.00	560.24	26,124.76	2.1%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
Fund Expenditures:	26,685.00	560.24	26,124.76	2.1%
Fund Excess/(Deficit):	(26,685.00)	642.42		

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107 Criminal Justice Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
310 Taxes	162,000.00	42,604.93	119,395.07	26.3%
320 Licenses & Permits	3,600.00	1,103.00	2,497.00	30.6%
330 State Generated Revenues	118,600.00	30,629.12	87,970.88	25.8%
340 Charges For Services	6,650.00	2,332.22	4,317.78	35.1%
350 Fines & Forfeitures	500.00	550.00	(50.00)	110.0%
360 Misc Revenues	4,700.00	58.18	4,641.82	1.2%
380 Non Revenues	0.00	0.00	0.00	0.0%
390 Other Revenues	0.00	0.00	0.00	0.0%
397 Interfund Transfers	2,695,000.00	673,749.99	2,021,250.01	25.0%
Fund Revenues:	2,991,050.00	751,027.44	2,240,022.56	25.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
521 Law Enforcement	2,535,426.00	616,535.38	1,918,890.62	24.3%
522 Fire Control	220,000.00	54,772.50	165,227.50	24.9%
523 Jail Costs	182,200.00	13,817.56	168,382.44	7.6%
525 Emergency Services	7,000.00	0.00	7,000.00	0.0%
554 Nuisance Control	43,000.00	15,869.62	27,130.38	36.9%
580 Non Expenditures	0.00	0.00	0.00	0.0%
591 Debt Service	0.00	0.00	0.00	0.0%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Expenditures:	2,987,626.00	700,995.06	2,286,630.94	23.5%
Fund Excess/(Deficit):	3,424.00	50,032.38		

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116 Community Events Fund		Months: 01 To: 03		
Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Services	8,445.00	1,635.00	6,810.00	19.4%
360 Misc Revenues	10,700.00	100.00	10,600.00	0.9%
397 Interfund Transfers	7,400.00	0.00	7,400.00	0.0%
Fund Revenues:	26,545.00	1,735.00	24,810.00	6.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Spectator & Community Events	26,545.00	64.26	26,480.74	0.2%
580 Non Expenditures	0.00	0.00	0.00	0.0%
Fund Expenditures:	26,545.00	64.26	26,480.74	0.2%
Fund Excess/(Deficit):	0.00	1,670.74		

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118 Reserve Officer's Fund		Months: 01 To: 03		
Revenues	Amt Budgeted	Revenues	Remaining	
360 Misc Revenues	0.00	0.00	0.00	0.0%
Fund Revenues:	0.00	0.00	0.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
521 Law Enforcement	2,063.00	0.00	2,063.00	0.0%
Fund Expenditures:	2,063.00	0.00	2,063.00	0.0%
Fund Excess/(Deficit):	(2,063.00)	0.00		

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130 Real Estate Excise Tax 1 Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
310 Taxes	144,600.00	30,002.78	114,597.22	20.7%
360 Misc Revenues	3,500.00	72.20	3,427.80	2.1%
Fund Revenues:	148,100.00	30,074.98	118,025.02	20.3%
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers	129,000.00	32,250.00	96,750.00	25.0%
Fund Expenditures:	129,000.00	32,250.00	96,750.00	25.0%
Fund Excess/(Deficit):	19,100.00	(2,175.02)		

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131 Real Estate Excise Tax 2 Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
310 Taxes	139,600.00	30,002.77	109,597.23	21.5%
360 Misc Revenues	3,216.00	683.81	2,532.19	21.3%
Fund Revenues:	142,816.00	30,686.58	112,129.42	21.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers	20,000.00	5,000.01	14,999.99	25.0%
Fund Expenditures:	20,000.00	5,000.01	14,999.99	25.0%
Fund Excess/(Deficit):	122,816.00	25,686.57		

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140 Traffic Impact Fee Fund		Months: 01 To: 03		
Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Services	185,000.00	25,944.00	159,056.00	14.0%
360 Misc Revenues	4,725.00	1,245.94	3,479.06	26.4%
Fund Revenues:	189,725.00	27,189.94	162,535.06	14.3%
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers	515,000.00	128,750.01	386,249.99	25.0%
Fund Expenditures:	515,000.00	128,750.01	386,249.99	25.0%
Fund Excess/(Deficit):	(325,275.00)	(101,560.07)		

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150 Parks Impact Fee Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Services	25,000.00	10,196.00	14,804.00	40.8%
360 Misc Revenues	946.00	276.13	669.87	29.2%
Fund Revenues:	25,946.00	10,472.13	15,473.87	40.4%
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers	96,000.00	24,000.00	72,000.00	25.0%
Fund Expenditures:	96,000.00	24,000.00	72,000.00	25.0%
Fund Excess/(Deficit):	(70,054.00)	(13,527.87)		

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310 Capital Improvement Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
330 State Generated Revenues	1,120,761.00	116,878.33	1,003,882.67	10.4%
360 Misc Revenues	2,510.00	1,473.43	1,036.57	58.7%
397 Interfund Transfers	760,000.00	190,000.02	569,999.98	25.0%
Fund Revenues:	1,883,271.00	308,351.78	1,574,919.22	16.4%
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures	0.00	0.00	0.00	0.0%
594 Capital Expenditures	2,105,522.00	31,585.27	2,073,936.73	1.5%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Expenditures:	2,105,522.00	31,585.27	2,073,936.73	1.5%
Fund Excess/(Deficit):	(222,251.00)	276,766.51		

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Revenues	Amt Budgeted	Revenues	Remaining	
360 Misc Revenues	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	0.00	0.00	0.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

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401 Electric Utility Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
320 Licenses & Permits	1,500.00	306.00	1,194.00	20.4%
330 State Generated Revenues	0.00	0.00	0.00	0.0%
340 Charges For Services	5,255,000.00	1,382,329.51	3,872,670.49	26.3%
350 Fines & Forfeitures	30,000.00	8,339.92	21,660.08	27.8%
360 Misc Revenues	113,091.00	24,379.86	88,711.14	21.6%
380 Non Revenues	0.00	0.00	0.00	0.0%
390 Other Revenues	0.00	0.00	0.00	0.0%
Fund Revenues:	5,399,591.00	1,415,355.29	3,984,235.71	26.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
000 Indirect Cost Allocations	379,520.00	94,880.01	284,639.99	25.0%
001 Administration	929,370.00	219,172.26	710,197.74	23.6%
002 Operations	3,978,551.00	986,962.39	2,991,588.61	24.8%
533 Electric Utility	5,287,441.00	1,301,014.66	3,986,426.34	24.6%
580 Non Expenditures	0.00	0.00	0.00	0.0%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
597 Interfund Transfers	522,000.00	137,453.22	384,546.78	26.3%
Fund Expenditures:	5,809,441.00	1,438,467.88	4,370,973.12	24.8%
Fund Excess/(Deficit):	(409,850.00)	(23,112.59)		

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402 Electric Capital Improvement Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
360 Misc Revenues	43,436.00	10,662.30	32,773.70	24.5%
380 Non Revenues	0.00	0.00	0.00	0.0%
390 Other Revenues	5,000,000.00	0.00	5,000,000.00	0.0%
397 Interfund Transfers	365,400.00	96,217.26	269,182.74	26.3%
Fund Revenues:	5,408,836.00	106,879.56	5,301,956.44	2.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	2,095,060.00	33,408.14	2,061,651.86	1.6%
Fund Expenditures:	2,095,060.00	33,408.14	2,061,651.86	1.6%
Fund Excess/(Deficit):	3,313,776.00	73,471.42		

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403 Water Utility Fund		Months: 01 To: 03		
Revenues	Amt Budgeted	Revenues	Remaining	
320 Licenses & Permits	3,500.00	2,652.00	848.00	75.8%
340 Charges For Services	2,302,750.00	601,216.03	1,701,533.97	26.1%
350 Fines & Forfeitures	17,000.00	3,200.36	13,799.64	18.8%
360 Misc Revenues	28,253.00	6,684.72	21,568.28	23.7%
380 Non Revenues	800.00	51.00	749.00	6.4%
390 Other Revenues	0.00	0.00	0.00	0.0%
Fund Revenues:	2,352,303.00	613,804.11	1,738,498.89	26.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
000 Indirect Cost Allocations	261,947.00	65,487.00	196,460.00	25.0%
001 Administration	730,406.00	166,416.91	563,989.09	22.8%
002 Operations	823,119.00	292,886.27	530,232.73	35.6%
003 Water Quality	188,750.00	40,392.14	148,357.86	21.4%
534 Water Utility	2,004,222.00	565,182.32	1,439,039.68	28.2%
580 Non Expenditures	1,500.00	305.00	1,195.00	20.3%
591 Debt Service	194,390.00	39,695.00	154,695.00	20.4%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
597 Interfund Transfers	221,450.00	53,050.26	168,399.74	24.0%
Fund Expenditures:	2,421,562.00	658,232.58	1,763,329.42	27.2%
Fund Excess/(Deficit):	(69,259.00)	(44,428.47)		

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404 Water Capital Improvement Fund

Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining	
360 Misc Revenues	21,579.00	4,293.93	17,285.07	19.9%
370 Capital Contributions	75,000.00	250,859.00	(175,859.00)	334.5%
397 Interfund Transfers	155,015.00	37,135.18	117,879.82	24.0%
Fund Revenues:	251,594.00	292,288.11	(40,694.11)	116.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	1,161,674.00	39,107.54	1,122,566.46	3.4%
Fund Expenditures:	1,161,674.00	39,107.54	1,122,566.46	3.4%
Fund Excess/(Deficit):	(910,080.00)	253,180.57		

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405 Water Utility Asset Replacement Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
360 Misc Revenues	5,515.00	1,297.76	4,217.24	23.5%
397 Interfund Transfers	66,435.00	15,915.08	50,519.92	24.0%
Fund Revenues:	71,950.00	17,212.84	54,737.16	23.9%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	184,734.00	4,127.56	180,606.44	2.2%
Fund Expenditures:	184,734.00	4,127.56	180,606.44	2.2%
Fund Excess/(Deficit):	(112,784.00)	13,085.28		

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406 Stormwater Utility Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
320 Licenses & Permits	2,000.00	496.80	1,503.20	24.8%
340 Charges For Services	1,028,300.00	251,557.02	776,742.98	24.5%
350 Fines & Forfeitures	6,700.00	1,431.97	5,268.03	21.4%
360 Misc Revenues	27,005.00	6,601.18	20,403.82	24.4%
Fund Revenues:	1,064,005.00	260,086.97	803,918.03	24.4%
Expenditures	Amt Budgeted	Expenditures	Remaining	
000 Indirect Cost Allocations	193,205.00	48,301.50	144,903.50	25.0%
001 Administration	382,208.00	85,439.03	296,768.97	22.4%
002 Operations	589,210.00	127,069.05	462,140.95	21.6%
531 Stormwater Utility	1,164,623.00	260,809.58	903,813.42	22.4%
554 Nuisance Control	6,500.00	0.00	6,500.00	0.0%
580 Non Expenditures	0.00	0.00	0.00	0.0%
591 Debt Service	0.00	0.00	0.00	0.0%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
597 Interfund Transfers	102,800.00	24,626.87	78,173.13	24.0%
Fund Expenditures:	1,273,923.00	285,436.45	988,486.55	22.4%
Fund Excess/(Deficit):	(209,918.00)	(25,349.48)		

2020 BUDGET POSITION

City Of Milton
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407 Stormwater Capital Improvement Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
330 State Generated Revenues	240,000.00	1,826.39	238,173.61	0.8%
360 Misc Revenues	12,000.00	490.94	11,509.06	4.1%
397 Interfund Transfers	71,960.00	17,238.81	54,721.19	24.0%
Fund Revenues:	323,960.00	19,556.14	304,403.86	6.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	479,000.00	12,504.26	466,495.74	2.6%
Fund Expenditures:	479,000.00	12,504.26	466,495.74	2.6%
Fund Excess/(Deficit):	(155,040.00)	7,051.88		

2020 BUDGET POSITION

City Of Milton
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408 Stormwater Utility Asset Replacement Fund

Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining	
330 State Generated Revenues	165,000.00	0.00	165,000.00	0.0%
360 Misc Revenues	1,961.00	337.75	1,623.25	17.2%
397 Interfund Transfers	30,840.00	7,388.06	23,451.94	24.0%
Fund Revenues:	197,801.00	7,725.81	190,075.19	3.9%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	226,501.00	17,886.11	208,614.89	7.9%
Fund Expenditures:	226,501.00	17,886.11	208,614.89	7.9%
Fund Excess/(Deficit):	(28,700.00)	(10,160.30)		

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409 Electric Utility Asset Replacement Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
360 Misc Revenues	9,233.00	2,549.82	6,683.18	27.6%
397 Interfund Transfers	156,600.00	41,235.96	115,364.04	26.3%
Fund Revenues:	165,833.00	43,785.78	122,047.22	26.4%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	400,000.00	4,127.56	395,872.44	1.0%
Fund Expenditures:	400,000.00	4,127.56	395,872.44	1.0%
Fund Excess/(Deficit):	(234,167.00)	39,658.22		

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501 Vehicle Repair & Maintenance Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Services	260,000.00	38,200.00	221,800.00	14.7%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	260,000.00	38,200.00	221,800.00	14.7%
Expenditures	Amt Budgeted	Expenditures	Remaining	
548 Municipal Vehicles/Equipment	255,523.00	45,407.56	210,115.44	17.8%
580 Non Expenditures	0.00	0.00	0.00	0.0%
Fund Expenditures:	255,523.00	45,407.56	210,115.44	17.8%
Fund Excess/(Deficit):	4,477.00	(7,207.56)		

2020 BUDGET POSITION

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503 Information Technology Fund

Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Services	255,833.00	63,957.99	191,875.01	25.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	255,833.00	63,957.99	191,875.01	25.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
518 Central Services	257,449.00	47,445.56	210,003.44	18.4%
580 Non Expenditures	0.00	0.00	0.00	0.0%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
Fund Expenditures:	257,449.00	47,445.56	210,003.44	18.4%
Fund Excess/(Deficit):	(1,616.00)	16,512.43		

2020 BUDGET POSITION

City Of Milton
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631 Trust / Suspense Funds		Months: 01 To: 03		
Revenues	Amt Budgeted	Revenues	Remaining	
360 Misc Revenues	0.00	0.00	0.00	0.0%
380 Non Revenues	0.00	3,975.50	(3,975.50)	0.0%
Fund Revenues:	0.00	3,975.50	(3,975.50)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures	0.00	2,107.19	(2,107.19)	0.0%
Fund Expenditures:	0.00	2,107.19	(2,107.19)	0.0%
Fund Excess/(Deficit):	0.00	1,868.31		

2020 BUDGET POSITION

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632 Custodial Fund		Months: 01 To: 03		
Revenues	Amt Budgeted	Revenues	Remaining	
380 Non Revenues	0.00	136,928.49	(136,928.49)	0.0%
Fund Revenues:	0.00	136,928.49	(136,928.49)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures	0.00	138,414.17	(138,414.17)	0.0%
Fund Expenditures:	0.00	138,414.17	(138,414.17)	0.0%
Fund Excess/(Deficit):	0.00	(1,485.68)		

2020 BUDGET POSITION TOTALS

City Of Milton
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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Fund	4,929,502.00	945,705.87	19.2%	4,929,499.00	1,028,538.17	21%
004 Asset Replacement & Capital Re:	106,061.00	26,512.92	25.0%	298,800.00	103,380.25	35%
101 Street Fund	387,688.00	97,005.59	25.0%	387,533.00	70,785.45	18%
103 Rainy Day Fund	4,195.00	1,733.86	41.3%	0.00	0.00	0%
105 Drug Seizure Fund	0.00	1,202.66	0.0%	26,685.00	560.24	2%
107 Criminal Justice Fund	2,991,050.00	751,027.44	25.1%	2,987,626.00	700,995.06	23%
116 Community Events Fund	26,545.00	1,735.00	6.5%	26,545.00	64.26	0%
118 Reserve Officer's Fund	0.00	0.00	0.0%	2,063.00	0.00	0%
130 Real Estate Excise Tax 1 Fund	148,100.00	30,074.98	20.3%	129,000.00	32,250.00	25%
131 Real Estate Excise Tax 2 Fund	142,816.00	30,686.58	21.5%	20,000.00	5,000.01	25%
140 Traffic Impact Fee Fund	189,725.00	27,189.94	14.3%	515,000.00	128,750.01	25%
150 Parks Impact Fee Fund	25,946.00	10,472.13	40.4%	96,000.00	24,000.00	25%
310 Capital Improvement Fund	1,883,271.00	308,351.78	16.4%	2,105,522.00	31,585.27	2%
314 Capital Improvement Reserve Fu	0.00	0.00	0.0%	0.00	0.00	0%
401 Electric Utility Fund	5,399,591.00	1,415,355.29	26.2%	5,809,441.00	1,438,467.88	25%
402 Electric Capital Improvement Fu	5,408,836.00	106,879.56	2.0%	2,095,060.00	33,408.14	2%
403 Water Utility Fund	2,352,303.00	613,804.11	26.1%	2,421,562.00	658,232.58	27%
404 Water Capital Improvement Func	251,594.00	292,288.11	116.2%	1,161,674.00	39,107.54	3%
405 Water Utility Asset Replacement	71,950.00	17,212.84	23.9%	184,734.00	4,127.56	2%
406 Stormwater Utility Fund	1,064,005.00	260,086.97	24.4%	1,273,923.00	285,436.45	22%
407 Stormwater Capital Improvement	323,960.00	19,556.14	6.0%	479,000.00	12,504.26	3%
408 Stormwater Utility Asset Replace	197,801.00	7,725.81	3.9%	226,501.00	17,886.11	8%
409 Electric Utility Asset Replaceme	165,833.00	43,785.78	26.4%	400,000.00	4,127.56	1%
501 Vehicle Repair & Maintenance F	260,000.00	38,200.00	14.7%	255,523.00	45,407.56	18%
503 Information Technology Fund	255,833.00	63,957.99	25.0%	257,449.00	47,445.56	18%
631 Trust / Suspense Funds	0.00	3,975.50	0.0%	0.00	2,107.19	0%
632 Custodial Fund	0.00	136,928.49	0.0%	0.00	138,414.17	0%
	<u>26,586,605.00</u>	<u>5,251,455.34</u>	<u>19.8%</u>	<u>26,089,140.00</u>	<u>4,852,581.28</u>	<u>18.6%</u>

TREASURERS REPORT

Fund Totals

City Of Milton
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Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	660,511.36	261,691.12	299,633.14	622,569.34	1,771.24	0.00	-681.18	623,659.40
004 Asset Replacement & Capital Reserve	478,175.96	8,615.48	1,375.85	485,415.59	0.00	0.00	0.00	485,415.59
101 Street Fund	94,003.77	34,863.04	18,774.20	110,092.61	0.00	0.00	0.00	110,092.61
103 Rainy Day Fund	478,272.77	378.91		478,651.68	0.00	0.00	0.00	478,651.68
105 Drug Seizure Fund	30,754.99	2.66	560.24	30,197.41	0.00	0.00	0.00	30,197.41
107 Criminal Justice Fund	67,096.82	254,517.11	182,701.12	138,912.81	659.10	0.00	0.00	139,571.91
116 Community Events Fund	19,710.94	370.00		20,080.94	0.00	0.00	0.00	20,080.94
118 Reserve Officer's Fund	2,249.20	0.00		2,249.20	0.00	0.00	0.00	2,249.20
130 Real Estate Excise Tax 1 Fund	13,130.51	11,777.59	10,750.00	14,158.10	0.00	0.00	0.00	14,158.10
131 Real Estate Excise Tax 2 Fund	197,216.94	11,916.23	1,666.67	207,466.50	0.00	0.00	0.00	207,466.50
140 Traffic Impact Fee Fund	292,852.41	8,946.07	42,916.67	258,881.81	0.00	0.00	0.00	258,881.81
150 Parks Impact Fee Fund	69,310.36	3,476.54	8,000.00	64,786.90	0.00	0.00	0.00	64,786.90
310 Capital Improvement Fund	580,249.83	63,675.26	14,622.27	629,302.82	0.00	0.00	0.00	629,302.82
401 Electric Utility Fund	553,180.53	464,034.18	532,293.21	484,921.50	4,476.09	0.00	-35,640.39	453,757.20
402 Electric Capital Improvement Fund	2,423,176.98	34,815.55	24,676.24	2,433,316.29	0.00	0.00	0.00	2,433,316.29
403 Water Utility Fund	1,440,075.73	222,684.46	177,002.80	1,485,757.39	12,725.96	0.00	-14,940.96	1,483,542.39
404 Water Capital Improvement Fund	1,187,112.67	238,217.85		1,425,330.52	0.00	0.00	0.00	1,425,330.52
405 Water Utility Asset Replacement Fund	363,794.66	5,785.21	4,127.56	365,452.31	0.00	0.00	0.00	365,452.31
406 Stormwater Utility Fund	440,783.28	89,887.84	84,523.06	446,148.06	1,947.70	0.00	-7,497.30	440,598.46
407 Stormwater Capital Improvement Fund	137,165.10	5,974.05	8,115.58	135,023.57	0.00	0.00	0.00	135,023.57
408 Stormwater Utility Asset Replacement Fund	78,056.99	2,588.54	17,886.11	62,759.42	0.00	0.00	0.00	62,759.42
409 Electric Utility Asset Replacement Fund	720,391.39	14,085.34	4,127.56	730,349.17	0.00	0.00	0.00	730,349.17
501 Vehicle Repair & Maintenance Fund	-4,441.86	12,840.00	15,605.70	-7,207.56	390.69	0.00	0.00	-6,816.87
503 Information Technology Fund	111,273.15	21,319.33	20,249.37	112,343.11	0.00	0.00	0.00	112,343.11
631 Trust / Suspense Funds	29,938.37	1,142.50	1,139.56	29,941.31	0.00	0.00	0.00	29,941.31
632 Custodial Fund	5,867.06	78,642.19	79,077.87	5,431.38	38,515.54	0.00	-4,121.50	39,825.42
	10,469,909.91	1,852,247.05	1,549,824.78	10,772,332.18	60,486.32	0.00	-62,881.33	10,769,937.17

TREASURERS REPORT

Account Totals

City Of Milton
 MCAG #: 0590

03/01/2020 To: 03/31/2020

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Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Checking	124,022.54	2,005,652.98	1,776,428.89	353,246.63	0.00	21,970.78	375,217.41
2	Depository Acct	977,926.46	1,286,594.22	1,186,547.73	1,077,972.95	-58,940.23	180.40	1,019,213.12
3	EFT Acct	41,266.86	1,336,238.15	1,367,505.01	10,000.00	0.00	0.00	10,000.00
5	Petty Cash	1,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00
10	LGIP	6,868,105.02	1,058,243.30	0.00	7,926,348.32	0.00	0.00	7,926,348.32
12	Investment Bonds	2,452,171.03	0.00	1,052,665.75	1,399,505.28	0.00	0.00	1,399,505.28
15	Court Checking	5,418.00	38,616.54	39,775.54	4,259.00	-4,121.50	38,515.54	38,653.04
Total Cash:		10,469,909.91	5,725,345.19	5,422,922.92	10,772,332.18	-63,061.73	60,666.72	10,769,937.17
		10,469,909.91	5,725,345.19	5,422,922.92	10,772,332.18	-63,061.73	60,666.72	10,769,937.17



Agenda Item #: 3B

To: Mayor Styron Sherrell and City Council Members
From: Nick Afzali, MSCE, Public Works Director
Date: June 8, 2020
Re: State Route 99 / Porter Way Intersection Improvements Consultant Agreement for Design Services

ATTACHMENTS: Professional Services Agreement and associated Exhibit A and Exhibit B.

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Fiscal Impact/Source of Funds: This project was included in the Capital Improvement Fund in the 2019 budget. Bridge Development agreed to contribute \$415,000 for the improvement to this intersection.

Issue: The city was successful in obtaining a Transportation Improvement Board (TIB) grant in the amount of 2,939.592 for the State Route 99 / Porter Way Intersection Improvements.

The design of this project needs to be completed in a timely manner to honor the intent of the grant. Construction is slated for 2021.

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CITY OF MILTON PROFESSIONAL SERVICES AGREEMENT
(Project #155 – SR-99 @ Porter Way Improvements)

THIS Agreement is made effective as of the _____ day of June 2020, by and between the **City of Milton, Washington** (“City”) and **Transpo Group USA, Inc.** (“Consultant”).

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

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

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

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

1. General Purpose and Intent.

Provide Engineering and related services necessary to develop preliminary and final plans, specifications, and cost estimates (PS&E) for the SR-99 @ Porter Way Improvements project.

2. Services by the Consultant.

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

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

3. Schedule of Work.

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. Consultant shall complete the work described in Section I by December 31, 2021. A failure to complete the work within the specific timeframe, except where such failure is due to circumstances beyond the control of the Consultant, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the City, in the event of a delay attributable to

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

4. Compensation.

TIME AND MATERIALS NOT TO EXCEED – Compensation for the services described in the Scope of Work shall not exceed **\$479,287.40** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as **Exhibit B**.

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

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

5. Corrective Changes in Work.

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

6. Coordination of Contract Documents.

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

7. Discrimination and Compliance with Laws.

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

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

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

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

8. Termination.

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

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

9. Standard of Care.

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

10. Ownership of Work Product.

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

11. Indemnification/Hold Harmless.

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

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

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

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

12. Insurance.

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

A. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Notice of Cancellation

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

G. Failure to Maintain Insurance

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

13. Assigning or Subcontracting.

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

14. Independent Contractor.

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

15. Notice.

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

City of Milton:

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

Consultant:

Transpo Group USA, Inc.
Attn: Kevin Collins, PE, PTOE
12131 113th Avenue NE #203
Kirkland, WA 98034

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

16. Non-Waiver.

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

17. Resolution of Disputes; Governing Law and Venue.

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

18. Taxes.

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

19. Entire Agreement.

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

20. Risk of Loss.

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

CITY OF MILTON, WASHINGTON

By: _____
Shanna Styron Sherrell, Mayor

Date: _____

ATTEST:

By: _____
Trisha Summers, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

By: _____
Ogden Murphy Wallace

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A—Scope of Services

Client Name:	City of Milton	
Project Name:	State Route 99 / Porter Way Intersection Improvements	
Exhibit Dated:	June 1, 2020	TG: 1.20008.PR

Scope of Services

Transpo Group USA, Inc. (Transpo) and its subconsultants will provide engineering services to the City of Milton for the design of intersection improvements at State Route (SR) 99 (Pacific Highway East) and Porter Way, consistent with the *Conceptual Improvements Layout* dated April 27, 2020 (attached) and the attached project schedule dated June 1, 2020. Transpo and its team of subconsultants are together referred to as “Consultant” in the following scope of services.

Task 01 – Project Management

A. Project Coordination

The Consultant project manager will coordinate with the City’s project manager on a regular basis throughout the duration of the project. The coordination will address project scope/status, budget, schedule, meetings, data collection, and planned stakeholder outreach efforts. Primary coordination efforts will be via telephone calls, and email, as appropriate.

B. Progress Reports and Invoices

The Consultant will prepare monthly progress reports and invoices.

C. Meetings

The Consultant will prepare for and attend virtual (assumed 15) and in-person (assumed 5) project meetings with City staff, as necessary. Specific subconsultants will be identified for participation in each meeting based on the topic(s) to be discussed. The Consultant will coordinate with the City to determine the most appropriate type of meeting (virtual or in-person) based on the topic(s) to be discussed.

Agency Support

- The City’s project manager will regularly keep in contact with Consultant team and communicate internally to City staff on progress and schedule.

Assumptions

- Project meetings will be held at the City of Milton’s office and attendance will be limited to design disciplines directly under discussion that week.

Consultant Deliverables

- Notes, emails, or other summaries of communication upon request.
- Monthly progress reports and invoices.
- Updates to project schedule, as needed.

Task 02 – Data Gathering

A. Historical Information Review

The Consultant will review historical information available from previous City or other stakeholder projects in the vicinity of the project, such as WSDOT’s work on the SR 509 / SR 167 Gateway Project. Data is anticipated to include traffic data and modeling, and GIS base mapping data. Typically, new traffic counts would be collected for a project of this type/size, but due to the COVID-19 crisis, traffic counts are

anticipated to be unreliable for the foreseeable future. In order to progress the traffic analysis, the Consultant will assemble pre-COVID traffic count data from past sources including daily traffic and vehicle classification counts along SR 99, and AM and PM peak hour turning movement counts at SR 99 / Porter Way and SR 99 / 70th Avenue East intersections. The Consultant will review the available information and coordinate with the City to determine which traffic data sources to rely on for the purposes of this study.

Historical collision data will be obtained from WSDOT for the intersection to understand potential safety issues. The data is also necessary to support the completion of an Intersection Control Evaluation (ICE).

Agency Support

- Provide available historical data, such as traffic data
- Coordinate with WSDOT to obtain relevant data prepared as part of the SR 509 / SR 167 Gateway Project

B. Traffic Study

The Consultant will perform a traffic study of the SR 99 and 70th Avenue East corridors, including the SR 99 / Porter Way and SR 99 / 70th Avenue East intersections. The Consultant will assemble all available study maps, plans and relevant transportation data from the City and WSDOT and will review and summarize existing peak hour traffic volumes, operations, and vehicle classification data for the intersections, where available. The Consultant will summarize the historical collision data for the intersection at SR 99 / Porter Way and identify trends and issues to be addressed.

A review of planned development and future capital infrastructure projects in the area will be performed in order to develop year of opening (2025) and design year (2040) traffic volume forecasts. The forecasts will be developed utilizing the I-5 Dynamic Traffic Assignment Model that Transpo Group developed for WSDOT that includes the SR 99, SR 509, and I-5 corridors, and the surrounding local arterials such as 70th Avenue East and Porter Way.

The 2025 No-Build traffic forecasts will assume the completion of funded projects in the City's 6-year Transportation improvement Program and completion of Phase 1A of the SR 509 / SR 167 Gateway Project, as well as the developer-funded roundabout at the Porter Way / 5th Ave intersection. The 2040 model will include planned land use growth out to the 2040 horizon year, consistent with the City's Comprehensive Plan and PSRC's Regional Transportation Plan. The 2040 No-Build traffic forecasts will assume all phases of the SR 509 / SR 167 Gateway Project are completed.

Since the model is based on the PM peak hour, the AM peak hour traffic forecasts will be developed by utilizing general growth rates from the model. The growth rates will be applied to the AM traffic counts, where available.

The Consultant will utilize the traffic model to review and confirm the intersection design options for the study area in consultation with the City. Concepts to be explored may include converting 70th Avenue East to one-way operations and closing the west leg of the SR 99 / Porter Way intersection. The study will also evaluate the appropriate sizing of roundabout and traffic signal options to confirm the necessary number of turn lanes and turn pocket lengths.

The results of the traffic study will help inform the ICE for SR 99 and Porter Way.

Agency Support

- Provide all information on planned development projects and future capital infrastructure projects
- Coordinate with WSDOT to obtain relevant data and plans associated with the SR 509 / SR 167 Gateway Project

Consultant Deliverables

- Collision data for the SR 99 corridor and Porter Way intersection
- Peak hour traffic volume forecasts for 2025 and 2040 horizon years
- Summary of existing and future peak hour intersection operations for up to three (3) alternative scenarios

C. Topographic Survey

The Consultant will obtain topographic survey to satisfy City and WSDOT requirements for the extents of the anticipated improvements identified in the *Conceptual Improvements Layout*.

The following services will be provided:

- Research public records and title policy for information needed to confirm existing right of way for SR 99, Porter Way, and 70th Avenue East within the project limits. Title reports for parcels affected by temporary construction easements and/or right of way acquisitions will serve to verify ownership and list any easements or restrictions of record affecting those properties.
- Locate control monuments needed to establish right of way lines and to establish horizontal and vertical control for the project. Datum will be Washington State Plane South Zone, NAD 83-2011 for horizontal and NAVD 88 for vertical. Property corners will not be set as part of this scope. Set no less than four survey control points for future use.
- Review title reports to verify ownership and note any easements or restrictions of record on survey map. Calculate rights of way.
- Coordinate with private utility locate service to mark the positions of detectable underground utilities within the project site and adjacent roadways.
- Perform field survey to locate survey control monuments, fences, and other indicators of occupation necessary to calculate right of way lines.
- Perform topographic survey portions of approximately 850 lineal feet of Porter Way, and 1,700 lineal feet of SR 99. Survey will locate asphalt, curb, gutter, walks, concrete, ditches, drives, gravel, utilities (to include poles, wire heights at sag points, patches in asphalt, etc.), fences, trees, landscaping, close face of buildings adjacent to right of way, and all other improvements within the survey area. Sufficient ground shots shall be obtained to produce ground contours at 1-foot intervals.
- Prepare topographic survey base map that accurately depicts right of way for SR 99, Porter Way and 70th Avenue East within the project limits, adjacent parcel boundary lines (per assessors records), easements, physical improvements, and existing ground contours at intervals of 1-foot within survey limits. The topographic survey base map will be prepared in AutoCAD.
- Prepare WSDOT Right Of Way plan detailing existing right of way, proposed temporary construction easements, and right of way acquisition areas.
- Prepare up to six (6) legal descriptions and exhibit maps for temporary construction easements
- Prepare up to six (6) legal descriptions and exhibit maps for right of way acquisitions

Agency Support

- Coordinate and provide right of entry confirmation for adjacent private property parcels

Consultant Deliverables

- Topographic survey in AutoCAD format
- Existing ROW plan
- TCE and ROW legal descriptions and exhibits

D. Wetland/Waterway Critical Areas Reconnaissance

The Consultant will conduct wetland and waterway reconnaissance using guidance provided in the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual, the 2010 Regional Supplement, and the Washington State Department of Ecology's (Ecology's) Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State guidance. The Consultant will compile and review environmental information from readily available, public domain resources to gain a general understanding of potential wetland and waterway issues at the project site. Public domain resources include, but are not limited to:

- Natural Resources Conservation Service Soil Survey data
- National Wetlands Inventory mapping

- Federal Emergency Management Act floodplain mapping
- Local critical areas mapping
- US Geological Survey topographic mapping, and
- Recent aerial photography.

A field investigation will be conducted and will include an examination of vegetation, soils, and hydrology within the project area. If present, wetland and waterway boundaries will be estimated on project mapping. This effort does not include formal delineation of wetlands and the ordinary high water mark in the field. Wetland/waterway habitat that extends beyond the project footprint, and within 300 feet, will also be estimated both visually and using public domain resources to assess extent.

Wetlands within the project study area will be provided a preliminary rating in accordance with Ecology's Washington State Wetland Rating System for Western Washington, and buffer widths will be determined in compliance with the City Critical Areas regulations. Waterway typing and buffer widths will be based on Chapter 18.16 of the City of Milton Municipal Code (MMC), and the water typing system presented in Chapter 222-15-030 of the Washington Administrative Code (WAC).

The Consultant will prepare a draft wetland/waterways critical areas reconnaissance technical memorandum that will include:

- A summary of the methodology used
- The approximate size/extent of each wetland/waterway and preliminary rating/water typing and characterization of wetland vegetation, soils, and hydrology
- A scaled site map showing the approximate locations of wetlands and buffers.

Assumptions

- A technical memorandum is not needed to support project applications, but rather to guide feasibility and planning decisions.
- Wetland and waterway location/boundaries will be estimated on aerial photography.
- Wetland rating forms or sample plot data forms will not be provided with the technical memorandum.

Consultant Deliverables

- Wetland/waterway critical areas reconnaissance technical memorandum.

E. Geotechnical Engineering

The Consultant will review available geotechnical information, conduct subsurface investigations and laboratory testing, and complete a geotechnical report summarizing the findings and geotechnical recommendations, as they apply to the proposed project, in coordination with Washington State Department of Transportation (WSDOT), American Association of State Highway Transportation Officials (AASHTO), and Federal Highway Administration design requirements.

Site Review and Field Exploration Planning

The following elements are included:

- **Data Review:** Gather and review available published geotechnical and geologic subsurface information
- **Site Visit:** Visit the project site to observe existing site conditions and site access for the field explorations. Mark and reference proposed boring locations.
- **Field Exploration Plan:** Prepare a geotechnical exploration plan that identifies the location and depth of the borings that will be advanced. The exploration plan will be provided to the City for review and approval.
- **Traffic Control:** Submit a traffic control plan for review by the City and WSDOT prior to commencing field work activities.

- Health and Safety Plan: Prepare a health and safety plan for use by Consultant personnel during field activities.
- Drilling Coordination: Prepare subcontracts and coordinate schedules with drilling, utility locate, and traffic control subcontractors.

Field Explorations, Site Reconnaissance, and Laboratory Testing

The following elements are included:

- **Field Explorations:** Complete a field exploration program consisting of seven hollow-stem auger borings. The Consultant has assumed borings will be advanced up to 30-feet each for a total drilling footage of 210-feet. Borings will be advanced adjacent to proposed stormwater facilities (four locations), retaining walls, and areas identified for embankment widening. Up to three (3) open standpipe piezometers will be installed in the borings for subsequent monitoring of groundwater levels at the proposed infiltration/detention facility locations.
Borings penetrating the pavement will be advanced in the center of the traveled lane or on the shoulder and patched with fast-setting concrete. A representative of the Consultant, working under the supervision of a geotechnical engineer, will monitor the explorations, obtain representative soil samples, and prepare field logs of the conditions observed. Samples will be transported to the Consultant's soils laboratory for testing and classification.
- **Site Reconnaissance:** the Consultant will conduct a geologic reconnaissance of the steep slopes at/near the project site to assess the potential for geologic hazard areas in accordance with Title 18 of the MMC.
- **Laboratory Testing:** Geotechnical testing will be completed to help classify soil and determine pertinent soil properties. Testing will include 12 moisture content determinations, 12 index tests (grain size analyses and/or Atterberg limit determinations), and 3 California Bearing Ratio (CBR) tests.

Geotechnical Engineering Analysis and Reporting

The Consultant will analyze data obtained from the review, field exploration, and laboratory testing program to assess the geotechnical feasibility of project elements including retaining walls, stormwater management, and embankment settlement. The results of the Consultant's analysis will be used to prepare a geotechnical engineering report that will provide conclusions and recommendations in support of the design. The report will include:

- A site map showing the approximate locations of the explorations.
- Seismic design parameters (spectral acceleration coefficients and Site Class) for structures using map-based methods in accordance with AASHTO guidance.
- A discussion on the feasibility of retaining walls at the project site. The Consultant will provide design recommendation for up to two (2) wall types in accordance with AASHTO Load and Resistance Factor Design and the 2019 WSDOT Geotechnical Design Manual, including recommended soil parameters, resistance factors, and earth pressure coefficients.
- An assessment of the lateral bearing capacity for design of signal poles and luminaires in accordance with the WSDOT GDM.
- An evaluation of embankment settlement and stability, including recommendations for permanent slope inclination.
- An assessment of the feasibility of infiltrating stormwater on the project site. The Consultant will provide infiltration rates determined by correlation to grain-size characteristics only. Field infiltration testing and wintertime groundwater monitoring is excluded.
- Design pavement sections in accordance with the AASHTO Guide for Pavement Design. The Consultant will provide up to two (2) pavement sections (flexible or rigid) based on traffic loading and the results of CBR tests.
- An assessment of geologic hazard areas at the project site in accordance with Title 18 of the MMC.
- General recommendations for earthwork construction, including the suitability of project site soil for use as structural fill, depth to groundwater, dewatering considerations, maximum temporary excavation slope inclination, and feasible shoring types.

Assumptions

- Portland cement concrete pavement is not present at the boring locations.
- The planned explorations do not include an environmental site assessment, and the project site is assumed to be “clean” of hazardous or contaminated materials.
- Drilling can be completed on weekdays during daylight hours.
- Groundwater monitoring wells will be left in place after the geotechnical study is complete. Decommissioning of the groundwater monitoring wells will be the responsibility of the City and/or should be included as a construction bid item.

Consultant Deliverables

- Geotechnical report.

Task 03 – Preliminary Engineering

A. WSDOT Intersection Control Evaluation

Based on the results of the traffic study, an ICE will be completed to satisfy requirements of the Washington State Department of Transportation (WSDOT). An ICE is a multi-step process to screen and evaluate alternatives and determine the best possible intersection control type and design considering numerous factors.

Since SR 99 is a state highway, an ICE is required by WSDOT. The ICE process is scaled based on the size and complexity of the project. While roundabout alternatives may only require performing Steps 1 or 2 of the ICE process, the evaluation of traffic signal control requires all five (5) steps in the ICE process. The scope of traffic analysis assumes all five steps in the ICE process are required to fully evaluate both roundabout and signal alternatives for the intersection.

Per Chapter 1300.05(1) of the WSDOT Design Manual, the following elements will be completed as part of the ICE.

Background and Project Needs (Step 1). The existing conditions will be described, including physical characteristics of the intersection, posted speed, average annual daily traffic (AADT) volumes, channelization and control features, intersection operations, multimodal facilities, context, and modal priority. The intersection operations will include evaluation of LOS and vehicle queues. A description of alternatives, project needs, and analysis of performance measures will be provided as well.

Feasibility (Step 2). Conceptual layouts of intersection alternatives will be developed to evaluate right of way, environmental, cost, context-sensitive/sustainable design, and geometrics/physical constraints. The effort will include:

- **Rights of Way.** Identify the right of way requirements and feasibility as well as discuss the feasibility of acquiring necessary right of way for each alternative. Concept drawings with sufficient detail to identify grading, hardscape, utilities, environmental impacts, retaining walls, stormwater, buildings, and other fixed objects will be developed.
- **Environmental Factors.** Any known environmental factors that could influence the selected alternative will be identified, including any environmental risks that may substantially increase the cost of the intersection improvement.
- **Context Sensitive/Sustainable Design.** Effects on the aesthetic, social, economic and environmental values, needs, constraints, and opportunities as part of a larger community setting will be identified and summarized in a qualitative manner.
- **Stormwater System.** Develop a preliminary detention/infiltration basin design based on the infiltration test results and drainage area evaluation. Prepare a summary report with supporting drawings showing proposed dimensions, basin cross sections, piping locations, access, overflow, and other features. Identify culverts and other storm facilities the City wants to replace within the project limits. A maximum of three (3) stormwater basin alternatives will be evaluated.
- **Cost.** Prepare preliminary construction cost estimates for the identified alternatives.

Operational and Safety Performance Analysis (Step 3). Utilizing the traffic forecasts and preliminary intersection operations analysis developed as part of the prior traffic study, the analysis will be finalized for each alternative. The resulting analysis will summarize intersection LOS and queuing by approach for each alternative and scenario.

A safety performance evaluation of the signal and roundabout alternatives will be completed based on the WSDOT Safety Analysis Guide. The expected effect of each alternative design on multimodal users will be described. Consideration will be given to items such as pedestrian delay, number of lanes to cross, protected versus permitted turning movements, and motorist approach speeds.

Benefit/Cost Analysis (Step 4). The benefit/cost for mobility (change in travel time) and traffic safety (change in expected crash frequency/severity) for both alternatives will be summarized. The analysis will take into consideration costs related to design, right of way acquisition and construction, annual maintenance and operation costs, travel time savings, societal cost savings, and salvage value of right of way, grading and drainage, and structures.

Alternative Selection and Documentation (Step 5). The recommended traffic control alternative will be selected based on performance tradeoffs and documented project needs. A draft ICE report will be prepared documenting the background and project needs as well as the feasibility, performance measures and benefit/cost analysis for both traffic control alternatives. The report will be finalized following up to two rounds of review comments from the project team and WSDOT.

Consultant Deliverables

- Draft and final ICE report document
- Preliminary design exhibits and cost estimate(s)

Task 04 – Environmental Permitting

A. Cultural Resources Technical Report

The Consultant will conduct a search on Washington Department of Archaeology and Historic Preservation's (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment in proximity to the project location. The Consultant will review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The goal of background research is to provide contextual information regarding the natural environment and cultural use of the project location, identify recorded cultural resources, and determine the potential for as-yet unrecorded cultural resources to be encountered during proposed project actions.

The Consultant will contact the cultural resources staff of tribes that may have an interest in or information regarding the project location. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation. Copies of this correspondence and received responses will be included as an attachment in the cultural resources assessment.

The Consultant will conduct field investigations of the project location to identify archaeological and historical resources. Investigation will include pedestrian survey and subsurface excavation in amenable environments that have the potential to contain buried archaeological deposits. Methods will be consistent with DAHP guidelines.

The Consultant will document and record identified archaeological and historic sites within the project location on DAHP archaeological and/or historic site(s) forms. All identified resources will be photo-documented and recorded in the field. Archaeological materials or deposits will be documented and reburied, if appropriate, within the find location. Cultural resources will be evaluated for significance following local, state, and/or national significance as appropriate based on the project's regulatory nexus. Documentation will be consistent with DAHP standards and will be completed on DAHP's WISAARD system.

The Consultant will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards and the appropriate requirements based on the regulatory nexus. Report and support materials will be provided electronically in PDF format. An inadvertent discovery protocol and primary contacts will be provided as an attachment in the assessment. This task includes one (1) round of consolidated comments from the City prior to the submission of the final report to DAHP. The Consultant will assist the client in submitting the cultural resources assessment and any associated documentation to DAHP, via their WISAARD system.

Note that no cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

Assumptions

- The area to be investigated is clear of excess vegetation such that the Consultant archaeologists will be able to walk appropriately spaced transects with minimal path clearing.
- No more than one (1) unrecorded archaeological site and two (2) unrecorded historic sites will be identified.
- No more than eight (8) shovel test probes will be required.
- Additional services for impact mitigation regarding archaeological or historic sites are excluded.
- The area to be investigated is safe for the Consultant archaeologist to enter and free of contaminants, health hazards, and other unsafe working conditions.
- If human remains are found within the project area, all Consultant field investigations will cease immediately, proper authorities will be notified and the Consultant will not resume field investigations until applicable state laws are addressed.
- The City will submit the cultural resources report to DAHP (cover page provided; however, the City should include their own cover letter requesting review) within 30 days of receipt of final report.

Consultant Deliverables

- Cultural resources report

B. Noise Technical Report

Land use adjacent to the project site intersection is residential (northwest and southwest), industrial (northeast), and commercial (southeast). An outdoor eating area is present at the business southeast of the intersection. Widening existing roads and increasing traffic volumes could increase noise levels at those locations.

The noise technical report will include the following elements:

- Description of land uses in the area of the project site and existing noise conditions.
- Qualitative analysis of short-term construction-related noise, a review of relevant local ordinances, and mitigation strategies to reduce noise impacts on nearby sensitive receivers.
- Qualitative analysis of long-term traffic noise impacts, based on forecasted project traffic volumes.

The Consultant believes that quantitative traffic noise modeling will not be required for the project. WSDOT defines a "Type 1" project (requiring quantitative noise analysis) as a project incorporating any one of the following elements:

- The distance between the nearest edge of the travelled lane and the closest receiver's outdoor use area is halved,
- A significant alteration in the vertical alignment exposes a new line-of-sight between a receptor and the traffic noise source, or

- The number of through traffic lanes is increased (not including turn lanes).

Based on the preliminary improvement layout, this project would be classified as a “Type 3” project. Type 3 projects do not generally require a quantitative traffic noise analysis; however, WSDOT may require an analysis if it believes that the project has the potential to increase noise levels for sensitive receivers. If required, the Consultant will provide a supplemental scope of services and fee estimate to conduct required traffic noise abatement analysis in accordance with WSDOT’s 2020 Traffic Noise Policy and Procedures. If required, the scope of services would include a screening analysis, using Traffic Noise Model (TNM), Version 2.5, to determine whether the project is likely to increase noise levels at sensitive receiver locations.

Assumptions

- A quantitative traffic noise analysis (modeling) will not be required.
- No impacts to sensitive receivers in the project area will occur and a full traffic noise and barrier analysis will not be required.
- Field measurements of existing noise levels will not be required.

Consultant Deliverables

- Noise technical report

C. Air Quality Technical Report

The air quality analysis for the project will focus on direct impacts caused by construction of the roadway improvements and tailpipe emission impacts at local intersections.

The following elements will be included:

- Description of the land uses in the area of the project site and the current air quality environment.
- Qualitative evaluation of construction-related emissions, review of relevant local and regional ordinances, and identification of mitigation measures.
- Coordination with the project team to obtain forecasts for existing and future peak-hour traffic volumes at the intersections to be analyzed and qualitative analysis of air quality impacts related to the planned intersection improvements.
- Consultation with the Puget Sound Regional Council to determine whether the project is included in the Regional Transportation Plan. If the project is not included in the Regional Transportation Plan, the Consultant assumes that the project will be exempt from a regional conformity analysis, based on WAC 173-420-120, which exempts intersection signalization and channelization projects at individual intersections.
- Consultation with WSDOT to confirm that the project is exempt from a requirement to conduct a project-level conformity analysis.

The project is located within the Tacoma-Pierce County 2.5 micrometer diameter (PM2.5) maintenance area for particulate matter. A project-level transportation conformity analysis is generally required for “projects affecting intersections that are at Level-of-Service D, E, or F with a significant number of diesel vehicles.” However, the purpose of this project is to improve a single intersection to reduce traffic backups and allow steady movement of traffic flow through the intersection. Therefore, the Consultant believes that WSDOT will consider this project to be exempt from the requirement to conduct a project-level transportation conformity analysis and has not included the analysis in this scope of services. If WSDOT determines a conformity analysis is required, the Consultant will provide a supplemental scope of services and fee estimate to conduct the analysis in accordance with requirements of federal and state conformity regulations and the procedures in WSDOT’s Guideline for Conformity and the US Environmental Protection Agency’s “Transportation Conformity Guidance for Quantitative Hot-spot Analysis in PM2.5 and PM10 Nonattainment and Maintenance Areas”.

Assumptions

- A site visit will not be required as part of this task.
- The project will be exempt from a regional conformity analysis.

- The project will be exempt from a project-level conformity analysis.
- The project site is more than 0.25 miles east of the Tacoma Tideflats PM10 maintenance area, and the project site is in attainment for carbon monoxide (CO) and ozone, as of 2016; therefore, LAI assumes that PM10, CO, and ozone conformity analyses will not be required.

Consultant Deliverables

- Air quality technical report

D. SEPA Environmental Checklist

The Consultant will prepare, obtain, and review background information (soils, topography, vegetation, noise, air, traffic analysis, etc.) to lead the preparation of the SEPA Environmental Checklist. A draft version of the checklist will be routed to the team and the City for review prior to finalizing. This scope includes one (1) round of checklist review and revision.

The Consultant will provide the following services:

- Prepare required agency and neighbor/interested mailing list based on City lists.
- Prepare the SEPA Notice of Consultation and distribute to the local agencies for comment. Coordinate with the City for publication in the local newspaper.
- Review all comments on the proposal and discuss with the City, as needed.
- Issue the final SEPA Environmental Checklist and MDNS for public comment and signature by the City of Milton's SEPA Responsible Official
- Coordinate with the City for completion of all public notice requirements. This includes the posting of the site and newspaper publication. Note that we assume the newspaper will invoice the City directly for publication fees. We also assume the sign company will invoice the City directly.
- Track the comments from reviewing agencies and the public to evaluate whether comments affect the determination. If a modification or addendum is required, we can assist with those services as an Additional Service.

Assumptions

- The City is the lead agency and will process and complete the SEPA threshold determination.
- Required permits are limited to City Right-of-Way use and Clearing and Grading.
- The project is not located within any critical areas or wetlands.
- No Army Corps of Engineers, Washington Department of Ecology, Washington Department of Fish and Wildlife, or Washington Department of Natural Resources Permits are anticipated.
- SEPA Determination will not be withdrawn and/or reissued.

Consultant Deliverables

- Draft and Final SEPA Checklist

Task 05 – Right-of-Way Acquisition

The Consultant will provide coordination, appraisal, acquisition, and escrow facilitation services. All activities will conform to WSDOT, FHWA and USPAP rules and regulations, as well as City-approved right-of-way procedures. The Consultant will provide advisory and guidance to the design team and the City for coordination with WSDOT and the Bureau of Indian Affairs (BIA).

Assumptions

- Impacts to property owners, up to four (4), will be limited to the corners of the intersection.
- The City will provide a copy of their approved WSDOT right-of-way procedures.

Consultant Deliverables

- Appraisal and acquisition of property rights.
- Coordination with the title company for closing of the transactions.

Task 06 – Final Engineering (PS&E)

The Consultant will prepare PS&E submittal packages consistent with the preferred alternative identified through the ICE process. For the purposes of this scoping and fee estimating exercise, the Consultant has assumed that the improvements identified in the *Conceptual Improvements Layout* dated April 27, 2020 (attached) will be selected as the preferred alternative and designed per City of Milton and WSDOT standards.

In order to expedite the review process, page-turn meetings will be set up following each submittal of PS&E packages. The page-turn meetings are intended to allow the design team to review the design and plans with the City and answer any initial questions the City may have. The City will then complete their formal review process and provide comments to the Consultant. It is assumed that stakeholders such as WSDOT, Pierce Transit, utility purveyors, and others will review and provide feedback on the PS&E submittal packages concurrent with the City, and that the stakeholder comments will be resolved and incorporated alongside the City's comments.

A. WSDOT Channelization Plan for Approval

The Consultant will prepare the Channelization Plan for Approval (PFA) for improvements along SR 99, per WSDOT standards. Channelization improvements are anticipated to include new curb returns, revisions to crosswalk and stop bar striping, and striping revisions to extend left-turn lanes, as required to accommodate anticipated queues. Lane widths and tapers along SR 99 are not anticipated to be revised as part of this project.

The WSDOT Olympic Region PFA Checklist will be used as a guideline for submittal procedures and requirements. The preparation of up to two (2) channelization-related design variances (deviations, exceptions, or justifications) for either SR 99 or Porter Way are included in this task.

Submittals of the PFA will be prepared to the preliminary, final, and Mylar completion levels. Comments from the City and WSDOT will be reflected in each submittal. Comments will be addressed in a written response letter to be furnished with the second and third submittals. Three (3) submittals are included in this scope.

Consultant Deliverables

- Channelization Plan for Approval sheets at 1" = 20' scale (3 sheets)
- Up to two (2) design variances

B. WSDOT Design Documentation

The Consultant will provide design documentation including Basis of Design and Design Parameter Sheets, as required for WSDOT project approval. This is anticipated to include up to four (4) rounds of review, revision, and resubmittal of each document.

C. 60-percent-complete PS&E

The Consultant will prepare 60-percent complete design documents that advance the design from the preliminary engineering level. The Consultant will incorporate comments and feedback from previous submittals to the City and WSDOT.

The following work items will be completed for the 60-percent-complete PS&E submittal package:

- Prepare 60-percent-complete plans
 - Cover, General Notes and Legend (3 sheets)
 - Existing Conditions and Survey Control (4 sheets)
 - Typical Roadway Sections (1 sheet)
 - ROW and Temporary Construction Easement Plan (2 sheets)
 - TESC and Demolition Plan (3 sheets)
 - Grading and Drainage Plan (8 sheets)
 - Roadway Plan (6 sheets)
 - Striping and Signing Plans (3 sheets)

- Striping and Signing Notes and Details (2 sheets)
- Illumination (1 sheet)
- Illumination Details (1 sheet)
- Traffic Signal Plans (1 sheet)
- Traffic Signal Plan Notes and Details (1 sheet)
- Traffic Signal Wiring Diagram (1 sheet)
- Traffic Signal Input File Layout (1 sheet)
- Traffic Signal Pole Chart (1 sheet)
- ITS Plans (1 sheet)
- ITS Details (1 sheet)
- Landscape Plan (6 sheets)
- Structural Plan (4 sheets)
- Maintenance of Traffic/Construction Phasing Plans (2 sheets)
- Traffic Control Plans and Details (4 sheets)
- Prepare Stormwater Technical Information Report.
- Prepare traffic signal and illumination supporting calculations
- Prepare illumination photometric analysis
- Prepare structural calculations
- Prepare maximum extent feasible (MEF) documentation
- Prepare specifications for Project Manual
- Prepare ROM Opinion of Construction Cost

Assumptions

- City and WSDOT will review the submittal package and provide comments
- Specifications will be developed consistent with WSDOT/APWA 2020 Standard Specifications, Amendments, and General Special Provisions.
- Specifications will not require FHWA 1273 provisions, DBE certification, and Federal General Special Provisions.
- City will provide their approved boilerplate for bid proposal, contracts and contract bond, and General Requirements, as available.
- Up to two (2) City and/or WSDOT design variances are included.
- Army Corps of Engineers, Washington Department of Ecology, Washington Department of Fish and Wildlife and Washington Department of Natural Resources Permits will not be required for this project.

Consultant Deliverables

- 60-percent-complete plans
- Draft stormwater TIR
- Draft supporting calculations
- Draft design variances
- Draft MEF documentation
- Draft specifications
- ROM opinion of construction cost

D. 90-percent-complete PS&E

The Consultant will progress the plans, specifications, estimate, and supporting documentation to the 90-percent-complete level. The Consultant will incorporate comments and feedback from the previous submittal to the City and WSDOT.

Consultant Deliverables

- 90-percent-complete plans, specifications, estimate, and supporting documentation.

E. Final PS&E

The Consultant will prepare Final plans, specifications, estimate, and supporting documentation for City and WSDOT approval. The Consultant will incorporate comments and feedback from previous submittals to the City and WSDOT.

Consultant Deliverables

- Final plans, specifications, estimate, and supporting documentation.
- Issue bid documents in electronic format to City for bid solicitation via Builders Exchange.

Task 07 – Bid Assistance

The Consultant will provide interpretations and clarifications to contractors for plan and specification questions that arise during bidding.

Agency Support

- City staff will facilitate bid opening.
- City staff will send out Notice of Award using information provided by Consultant.
- City staff will prepare addenda summarizing bidder questions and Consultant responses.

Assumptions

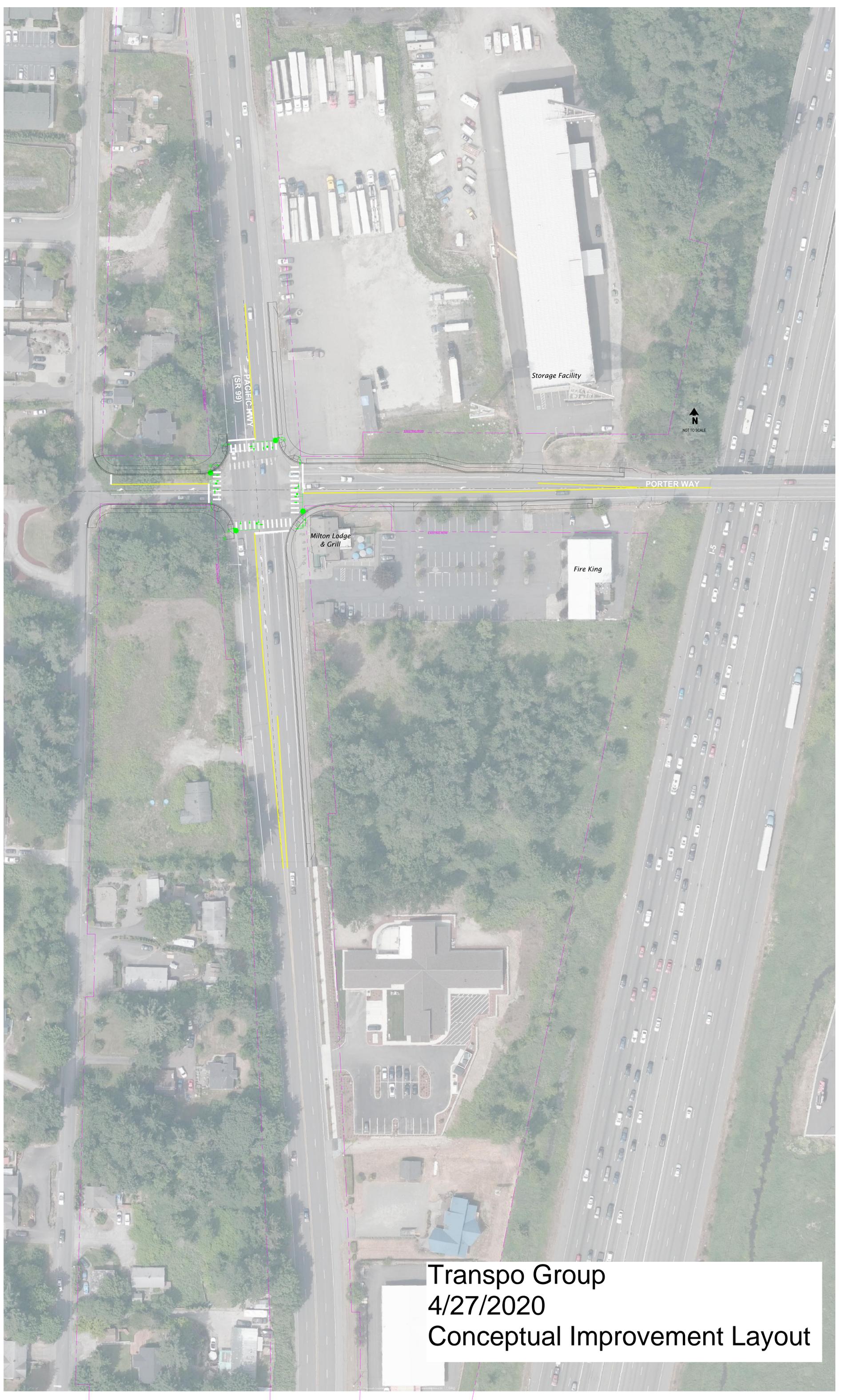
- A pre-bid walk-through is not necessary.

Task XX – Construction Management (optional)

The Consultant will prepare a scope, schedule, and fee estimate to provide construction support/management services at the City's request.

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Transpo Group
4/27/2020
Conceptual Improvement Layout

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Agenda Item #: 3C

To: Mayor Shanna Styron Sherrell and City Council Members
From: Nick Afzali, MSCE, Public Works Director
Date: June 8, 2020
Re: Revisions to City's Street or Alley Vacation Ordinance

ATTACHMENTS: 1) Revised Chapter MMC 12.06, Street or Alley Vacation
2) Ordinance 1987-20

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure Required

Revisions to the current Street or Alley Vacation are needed in order to be consistent with RCW 35.79.030 to allow the City to charge the full appraised amount unless the vacated land has been dedicated for less than 25 years. Further, this proposed ordinance allows the City to retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services, and increases the filing fee from \$250 to \$500 to defray the administrative cost associated with the vacation petition and related procedures. The City will retain the ability to waive any and all the compensation.

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Chapter 12.06

STREET OR ALLEY VACATION

Sections:

- 12.06.010 Initiation.
- 12.06.020 Notice of hearing.
- 12.06.030 Compensation.
- 12.06.040 Filing fee.

12.06.010 Initiation.

The owners of any interest in real estate abutting upon any street or alley within the city who may desire to vacate the street or alley, or any part thereof, may petition the council to make vacation, giving the legal description of the property to be vacated, or the council may initiate the vacation procedure by resolution. Petitions shall be filed with the clerk and, if the petition is signed by the owners of more than two-thirds of the property abutting upon the portion of the street or alley sought to be vacated, the council, by resolution, shall fix a time when the petition will be heard by council or a committee thereof, which time shall not be more than 60 days, or less than 20 days, after the date of passage of the resolution. (Ord. 929 § 1, 1983).

12.06.020 Notice of hearing.

Upon the passage of the resolution, the clerk shall give notice as described by RCW 35.79.020. (Ord. 929 § 2, 1983).

12.06.030 Compensation.

A. Whenever a petition is filed to vacate a street or alley or if the council initiates such vacation by resolution, the council shall require the abutting landowners to compensate the city in an amount which equals ~~one-half of~~ the appraised value of the area vacated; provided, that if the street or alley has been part of a dedicated public right-of-way for less than 25 years per RCW 35.79.030, the council shall require the abutting landowners to compensate the city in an amount that does not exceed one-half of the appraised value of the area vacated. ~~When the council deems~~ it to be in the best interest of the city, all or any portion of the compensation may be waived.

B. In all instances where compensation for the vacated right-of-way is provided, an appraisal of the right-of-way proposed for vacation shall be made prior to submittal of petition. The appraisal shall be made by a licensed certified appraiser. All appraisals shall be paid for by the petitioner.

C. A copy of the appraisal of the area to be vacated shall be submitted along with the petition. The petitioner shall pay an amount equal to one-half of the appraised value of the land to be vacated or one-half of the appraised value if the area to be vacated has been part of a dedicated public right-of-way for less than 25 years per RCW 35.79.030. The city may retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services. All petitioners shall pay their proportionate amount by the percentage of land they shall acquire with the street or alley vacation. Payment shall be made within 90 days of petition being received at the administration office. Upon written notice that the deposit has been made or provided for and all other conditions of the vacation have been met or provided for, the council will consider the vacation ordinance at final reading. Vacation proceedings shall be abandoned in the event that the petitioner or petitioners fail to make any compensation within the time limit as provided in this section. (Ord. 929 § 3, 1983).

12.06.040 Filing fee.

The petitioner shall pay a non-refundable filing fee to defray the administrative cost of the city handling the vacation petition in the amount of \$~~500.00~~250.00. The city shall provide the necessary petition and other administrative forms for the vacation procedure. (Ord. 929 § 4, 1983).

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ORDINANCE NO. 1987

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO VACATION OF STREETS AND ALLEYS; AMENDING CHAPTER 12.06 OF THE MILTON MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, ~~by RCW 35.79,~~ the Legislature has authorized the legislative authority of cities and towns within the State of Washington to vacate streets or alleys, or any part thereof, within said municipalities, [as set forth in chapter 35.79 RCW](#); and

WHEREAS, the City Council of the City of Milton deems it necessary and proper to [establish](#) ~~amend the~~ procedure for the handling of vacation of the streets, ~~and to establish a~~ [amend the](#) fee to compensate the City for said vacation, ~~and to establish a filing fee~~ [authorize the city to retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services, and amend the filing fee to defray the administrative cost associated with the vacation petition and related procedures](#); ~~and~~

NOW, THEREFORE,

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

Section 1. Chapter 12.06 of the Milton Municipal Code is hereby amended to read as follows:

12.06.010 Initiation.

The owners of any interest in real estate abutting upon any street or alley within the city who may desire to vacate the street or alley, or any part thereof, may petition the council to make vacation, giving the legal description of the property to be vacated, or the council may initiate the vacation procedure by resolution. Petitions shall be filed with the clerk and, if the petition is signed by the owners of more than two-thirds of the property abutting upon the portion of the street or alley sought to be vacated, the council, by resolution, shall fix a time when the petition will be heard by council or a committee thereof, which time shall not be more than 60 days, or less than 20 days, after the date of passage of the resolution. (Ord. 929 § 1, 1983).

12.06.020 Notice of hearing.

Upon the passage of the resolution, the clerk shall give notice as described by RCW 35.79.020. (Ord. 929 § 2, 1983).

12.06.030 Compensation.

A. Whenever a petition is filed to vacate a street or alley or if the council initiates such vacation by resolution, the council shall require the abutting landowners to compensate the city in an amount which equals ~~one-half~~ of the appraised value of the area vacated; provided, that if the street or alley has been part of a dedicated public right-of-way for less than 25 years per RCW 35.79.030, the council shall require the abutting landowners to compensate the city in an amount that does not exceed one-half of the appraised value of the area vacated. ~~When~~ the council deems it to be in the best interest of the city, all or any portion of the compensation may be waived.

B. In all instances where compensation for the vacated right-of-way is provided, an appraisal of the right-of-way proposed for vacation shall be made prior to submittal of petition. The appraisal shall be made by a licensed certified appraiser. All appraisals shall be paid for by the petitioner.

C. A copy of the appraisal of the area to be vacated shall be submitted along with the petition. The petitioner shall pay an amount equal to one-half of the appraised amount-value of the land to be vacated or one-half of the appraised value if the area to be vacated has been part of a dedicated public right-of-way for less than 25 years per RCW 35.79.030 as now enacted or hereafter amended. The city may retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services. All petitioners shall pay their proportionate amount by the percentage of land they shall acquire with the street or alley vacation. Payment shall be made within 90 days of petition being received at the administration office. Upon written notice that the deposit has been made or provided for and all other conditions of the vacation have been met or provided for, the council will consider the vacation ordinance at final reading. Vacation proceedings shall be abandoned in the event that the petitioner or petitioners fail to make any compensation within the time limit as provided in this section. (Ord. 929 § 3, 1983).

12.06.040 Filing fee.

The petitioner shall pay a non-refundable filing fee to defray the administrative cost of the city handling the vacation petition in the amount of ~~\$500.00~~~~250.00~~. The city shall provide the necessary petition and other administrative forms for the vacation procedure. (Ord. 929 § 4, 1983).

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

Section 3. Effective Date. This ordinance shall take effect 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 _____, 2020, and approved by the Mayor,
the __ day of _____, 2020.

Shanna Styron Sherrell, Mayor

City Clerk

Approved as to form:

[Ogden Murphy Wallace, PLLC](#)
[Office of the](#) City Attorney

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CITY OF MILTON, WASHINGTON

ORDINANCE NO. 1987-20

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO VACATION OF STREETS AND ALLEYS; AMENDING CHAPTER 12.06 OF THE MILTON MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Legislature has authorized the legislative authority of cities and towns within the State of Washington to vacate streets or alleys, or any part thereof, within said municipalities, as set forth in chapter 35.79 RCW; and

WHEREAS, the City Council of the City of Milton deems it necessary and proper to amend the procedure for the handling of vacation of the streets, amend the fee to compensate the City for said vacation, authorize the city to retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services, and amend the filing fee to defray the administrative cost associated with the vacation petition and related procedures;

NOW, THEREFORE,

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

Section 1. Chapter 12.06 of the Milton Municipal Code is hereby amended to read as follows:

12.06.010 Initiation.

The owners of any interest in real estate abutting upon any street or alley within the city who may desire to vacate the street or alley, or any part thereof, may petition the council to make vacation, giving the legal description of the property to be vacated, or the council may initiate the vacation procedure by resolution. Petitions shall be filed with the clerk and, if the petition is signed by the owners of more than two-thirds of the property abutting upon the portion of the street or alley sought to be vacated, the council, by resolution, shall fix a time when the petition will be heard by council or a committee thereof, which time

shall not be more than 60 days, or less than 20 days, after the date of passage of the resolution. (Ord. 929 § 1, 1983).

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B. In all instances where compensation for the vacated right-of-way is provided, an appraisal of the right-of-way proposed for vacation shall be made prior to submittal of petition. The appraisal shall be made by a licensed certified appraiser. All appraisals shall be paid for by the petitioner.

C. A copy of the appraisal of the area to be vacated shall be submitted along with the petition. The petitioner shall pay an amount equal to appraised value of the land to be vacated or one-half of the appraised value if the area to be vacated has been part of a dedicated public right-of-way for less than 25 years per RCW 35.79.030 as now enacted or hereafter amended. The city may retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services. All petitioners shall pay their proportionate amount by the percentage of land they shall acquire with the street or alley vacation. Payment shall be made within 90 days of petition being received at the administration office. Upon written notice that the deposit has been made or provided for and all other conditions of the vacation have been met or provided for, the council will consider the vacation ordinance at final reading. Vacation proceedings shall be abandoned in the event that the petitioner or petitioners fail to make any compensation within the time limit as provided in this section. (Ord. 929 § 3, 1983).

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Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect 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 _____, 2020, and approved by the Mayor, the ___ day of _____, 2020.

Shanna Styron Sherrell, Mayor

City Clerk

Approved as to form:

Ogden Murphy Wallace, PLLC
Office of the City Attorney