



CITY COUNCIL MEETING AGENDA

By Order of Proclamation 20-28 issued March 24, 2020 and extended by subsequent Proclamations by Governor Inslee waives and suspends any in-person requirements in the Open Public Meetings Act (OPMA) and the Public Records Act (PRA). City Hall is closed and there will be no in-person option to attend meetings. Participants can alternatively submit written comments to tsummers@cityofmilton.net. Comments must be received prior to 12:00pm on the day of the regularly scheduled Council meeting.

Zoom Meeting ID: 880 6279 5824

Phone number 253-215-8782

**July 6, 2020
Monday**

**Regular Meeting
6:00 p.m.**

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

Council may add and take action on other items not listed on this agenda.
If you need ADA accommodations, please contact City Hall at (253) 517-2705
at least 24 hours prior to the meeting.
Thank you.

5. Consent Agenda

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

A. Minutes Approval:

- i. June 15, 2020

B. Claims Approval:

- i. Approval of checks/vouchers/disbursements numbered 67155 to 67237 in the amount of \$435,431.68.
- ii. Approval of the payroll disbursement for June 19, 2020 in the amount of \$186,284.96.

6. Regular Agenda

- A. King County-City of Milton IGA
- B. Resolution 20-1931 to set Public Hearing for 380th vacation
- C. Resolution 20-1932 Mayor/Council Vacancy
- D. Vehicle Purchase Replacement for #16
- E. WA State Dept of Commerce Grant
- F. Salary Study - Mayor

7. Council Reports

8. Director Reports

9. Mayors Report

10. Adjournment

Council may add and take action on other items not listed on this agenda.

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at least 24 hours prior to the meeting.

Thank you.



Regular Meeting –via Zoom meeting # 860-9030-7722
Monday, June 15, 2020
6:00 p.m.

CALL TO ORDER

Mayor Styron Sherrell called the meeting to order at 6:06 p.m. and led the flag salute.

ROLL CALL

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

Absent: None

STAFF PRESENT

Police Chief Hernandez, Public Works Director Afzali, Finance Director Robbecke, Utility Supervisor Dustin Sloan, City Attorney W. Scott Snyder and City Clerk Trisha Summers.

ADDITIONS/DELETIONS

None

CONSENT AGENDA

A. Check Approval Process

- a. Minutes Approval:
 - i. June 1, 2020 Regular Meeting
 - ii. June 8, 2020 Study Session
- b. Claims Approval:
 - i. Approval of the checks/vouchers/disbursements numbered 67095 to 67154 in the amount of \$164,551.91.
 - ii. Approval of the payroll disbursement of June 5, 2020 in the amount of \$214,123.54.
- c. Transpo Group Consultant contract

MOTION (Whalen/Johnson) “to approve the Consent Agenda.” **Passed 7/0.**

REGULAR AGENDA

A. Chapter 12 MMC Update, Ordinance 1987-20 Approval

Public Works Director Afzali presented this item to council. 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. It would also allow the city to increase the filing fee to defray administrative costs associated with the vacation petition and related procedures. This item was brought to council on June 8th and discussed at that meeting as well.

Council expressed that they were happy to update the code and to receive full appraisal amount and to update the associated fees.

MOTION (Whitaker/Whalen) “to adopt Ordinance 1987-20 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.” **Passed 7/0**

B. Sole Source Resolution 20-1930

Public Works Director Afzali presented this item to council. Director Afzali explained that the TriChlor tablet feeder is available through an exclusive distributor for the State of Washington and that this item will be for the treatment plant at the Public Works shop. Utility Supervisor Dustin Sloan gave some background on the item and what it would be used for as well.

MOTION (Linden/Peretti) “to authorize the Mayor to sign Resolution 20-1930 waiving the competitive bidding requirements and authorizing the sole source for a Table Chlorination System from TMG Services in the amount of \$23,738.40.” **Passed 7/0**

COUNCIL REPORTS

Councilmember Whitaker-

- Love the banners for Fife High School graduates
- Thank you for the knotweed information from Jamie Carter

Councilmember Linden -

- Traffic on 28th swerves to miss potholes and it is becoming a danger to the pedestrians using that area for walking.
- Great job at the peaceful protest, Milton PD supported its citizens.

Councilmember Johnson-

- Crosswalks at 15th – speeders are an issue.
- Would like to see the potential for one way traffic around 8th to 14th for Edgewood development. Maybe neighbors could be polled?

Councilmember Gillespie-

- Thank you to the Chief and Milton PD for their service during these crazy times.

Councilmember Morton-

- Love to see the Fife High School banners up! Thanks for them. The contest to give them away is a great idea!
- Nice to see the drilling on the well at Hilltower complete.
- Parks are looking much better.
- 28th needs and asphalt patch again, it is failing.

Councilmember Whalen -

- Tractor trailers are becoming an issue on Milton Way

DIRECTOR'S REPORTS

Tony Hernandez, Police Chief-

- Milton could be a model for the country on how to hold a protest. The event was a rally for change and unity and was very peaceful.

Nick Afzali, Public Works Director-

- The city's request for \$475,000 of federal dollars was awarded. This amount is for the Design and ROW so the interurban Trail will be extended from Milton to Edgewood. A copy of the trail cross section and alignment was also shared with the Council.
- Well 5R is moving right along, we are currently waiting for water quality lab results. The next step is to hire a consultant for the design phase, similar to the design of Well #10.

W. Scott Snyder, City Attorney-

- I will be hosting a two-day webinar next week, details will be coming out to you soon. Register for some great information!

MAYOR'S REPORT

- Hoping to be in Phase 3 by the end of the month. If we follow the rules, we should be able to move through this.
- We are unsure if the OPM Proclamation will be extended before moving to Phase 3. Keep July 6th on your calendar and we will keep you posted.
- Fourth of July banners will be going up to remind citizens of what is illegal to blow up on the holiday. Tribal land is exempt from the city code on fireworks.
- The city will be closed on Friday, July 3rd for the holiday this year.

ADJOURNMENT

The meeting was adjourned at 7:01 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

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CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
July 6, 2020

Claim Vouchers:

Payroll Disbursements:

Dates	Check #	Amount	Date	Check #	Amount
6/11/2020	ACH, EFT	238,169.48	6/19/2020	67167-67170, EFT, ACH	186,284.96
6/16/2020	67155-67165	821.79			
6/16/2020	67166	48.82			
6/19/2020	67171-67195	79,027.37			
6/19/2020	67196	20,777.07			
6/23/2020	67197-67218	1,865.00			
6/23/2020	ACH, EFT	50,930.97			
6/26/2020	67219-67237	12,384.44			
6/30/2020	EFT	31,406.74			
Total Accounts Payable:		\$ 435,431.68	Total Payroll:		\$ 186,284.96
Voids - 67137					
Printer Error Checks - none					

CHECK REGISTER

City Of Milton
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3308	06/11/2020	Claims	1	EFT	BONNEVILLE POWERADMINISTRATION	218,575.00	Monthly Power
					401 - 533 50 33 000 - BPA-Electricity for Resale	218,575.00	Monthly Power - April 2020
3309	06/11/2020	Claims	1	EFT	CHASE PAYMENTECH	4,805.51	Credit Card Processing
					406 - 531 10 41 000 - Professional Services	1,601.84	Credit Card Processing Fees
					401 - 533 10 41 000 - Professional Services	1,601.84	Credit Card Processing Fees
					403 - 534 10 41 000 - Professional Services	1,601.83	Credit Card Processing Fees
3310	06/11/2020	Claims	1	EFT	COLUMBIA BANK	484.76	Service Charges
					001 - 512 50 41 000 - Professional Services	18.76	Service Charges
					001 - 514 20 41 000 - Professional Services	466.00	Service Charges
3311	06/11/2020	Claims	3	EFT	OGDEN MURPHY WALLACE	12,726.08	Legal Services; Legal Services
					001 - 515 41 41 000 - City Attorney (External)	7,301.08	Routine Legal Services - May 2020
					001 - 515 41 41 000 - City Attorney (External)	3,225.00	Routine Legal Services - April 2020
					001 - 515 41 41 002 - Labor Attorney (External)	50.00	2019 IBEW Negotiation
					001 - 558 60 41 000 - Professional Services	2,150.00	Bridge Development
3312	06/11/2020	Claims	3	EFT	PITNEY BOWES INC.	385.09	Quarterly Meter Lease
					001 - 513 10 42 000 - Communication	15.40	Postage Machine Lease
					001 - 514 20 42 000 - Communication	30.31	Postage Machine Lease
					107 - 521 20 42 000 - Communication	59.27	Postage Machine Lease
					406 - 531 10 42 000 - Communication	18.18	Postage Machine Lease
					406 - 531 10 42 000 - Communication	37.85	Postage Machine Lease
					401 - 533 10 42 000 - Communications	36.35	Postage Machine Lease
					401 - 533 10 42 000 - Communications	75.71	Postage Machine Lease
					403 - 534 10 42 000 - Communication	36.35	Postage Machine Lease
					403 - 534 10 42 000 - Communication	75.67	Postage Machine Lease
3313	06/11/2020	Claims	3	EFT	PUGET SOUND ENERGY	105.99	Natural Gas
					107 - 521 20 47 000 - Utilities	31.80	Police Natural Gas
					001 - 575 50 47 002 - Public Utilities Services - AC	74.19	MAC Natural Gas
3314	06/11/2020	Claims	3	EFT	PUGET SOUND ENERGY	138.91	Electric
					403 - 534 51 47 001 - Public Utility Services	138.91	Electric 2mg Booster Power
3315	06/11/2020	Claims	3	EFT	XPRESS BILL PAY ACCOUNTS PAYABLE	948.14	Online Web Payments
					406 - 531 10 41 000 - Professional Services	316.02	Online Web Payment Services Fee
					401 - 533 10 41 000 - Professional Services	316.11	Online Web Payment Services Fee
					403 - 534 10 41 000 - Professional Services	316.01	Online Web Payment Services Fee
3382	06/16/2020	Claims	1	67155	ABKB LLC	36.43	005064 - 123 23RD AVE
					401 - 343 30 00 000 - Electric Sales	-8.11	
					403 - 343 40 10 000 - Water Sales	-28.32	
3383	06/16/2020	Claims	1	67156	SUSIE CABRITA	22.32	004057 - 2750 DIAMOND LP #A
					406 - 343 10 00 000 - Storm Drainage Fees	-2.23	
					401 - 343 30 00 000 - Electric Sales	-4.47	
					403 - 343 40 10 000 - Water Sales	-15.62	
3384	06/16/2020	Claims	1	67157	STEVEN & JONI ESTELL	213.05	000399 - 2002 15TH AVE
					406 - 343 10 00 000 - Storm Drainage Fees	-89.89	
					401 - 343 30 00 000 - Electric Sales	-27.42	
					403 - 343 40 10 000 - Water Sales	-95.74	
3385	06/16/2020	Claims	1	67158	LOUISE HANSEN	18.87	001776 - 708 20TH AVE
					406 - 343 10 00 000 - Storm Drainage Fees	-5.80	
					401 - 343 30 00 000 - Electric Sales	-2.91	
					403 - 343 40 10 000 - Water Sales	-10.16	
3386	06/16/2020	Claims	1	67159	TERESA LOVELL	5.91	003050 - 510 106TH AVE CT E

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			403 - 343 40 10 000 -		Water Sales	-5.91	
3387	06/16/2020	Claims	1	67160	LEON MA	22.76	002158 - 2406 MILTON WAY #D
			401 - 343 30 00 000 -		Electric Sales	-37.76	
			401 - 369 91 00 401 -		Misc Revenue	15.00	
3388	06/16/2020	Claims	1	67161	JOSEPH MASCRENAS	5.00	003079 - 11215 JOVITA BLVD E
			403 - 343 40 10 000 -		Water Sales	-5.00	
3389	06/16/2020	Claims	1	67162	SAGER FAMILY HOMES	45.35	005059 - 709 20TH AVE
			401 - 343 30 00 000 -		Electric Sales	-10.10	
			403 - 343 40 10 000 -		Water Sales	-35.25	
3390	06/16/2020	Claims	1	67163	TROY TANGEN	43.75	003260 - 9307 20TH ST CT E
			403 - 343 40 10 000 -		Water Sales	-43.75	
3391	06/16/2020	Claims	1	67164	MARIA & ALFONSO VALENCIANO	152.24	004201 - 2736 DIAMOND LP #D
			406 - 343 10 00 000 -		Storm Drainage Fees	-15.18	
			401 - 343 30 00 000 -		Electric Sales	-30.52	
			403 - 343 40 10 000 -		Water Sales	-106.54	
3392	06/16/2020	Claims	1	67165	CONNOR WITTMAN	256.11	000323 - 1803 17TH AVE
			406 - 343 10 00 000 -		Storm Drainage Fees	-78.70	
			401 - 343 30 00 000 -		Electric Sales	-39.50	
			403 - 343 40 10 000 -		Water Sales	-137.91	
3404	06/16/2020	Claims	1	67166	RALPH & CAROL PEREZ	48.82	002928 - 2500 ALDER ST #207
			401 - 343 30 00 000 -		Electric Sales	-48.82	
3475	06/19/2020	Claims	1	67171	911 SUPPLY, INC	1,831.59	Police Uniforms
			107 - 521 20 20 002 -		Uniforms	246.15	Police Uniforms- Hall
			107 - 521 20 20 002 -		Uniforms	1,199.24	Police Uniforms- Hamilton
			107 - 521 20 20 002 -		Uniforms	386.20	Police Uniforms- Hamilton
3476	06/19/2020	Claims	1	67172	AHBL, INC	750.00	Planning Services
			001 - 558 60 41 000 -		Professional Services	750.00	Lloyd's Bridge Master Plan- April 2020
3477	06/19/2020	Claims	1	67173	ALTEC INDUSTRIES INC.	7,647.95	Electrical Material
			401 - 533 50 48 001 -		Vehicle R&M	7,647.95	#23 Derrick Digger Repair Parts
3478	06/19/2020	Claims	1	67174	CHUCKALS	517.01	Water Supply; Police Supply
			107 - 521 20 31 000 -		Office and Operating Supplie:	389.10	Handheld Thermometers
			403 - 534 50 31 000 -		Office and Operating Supplie:	127.91	Meter Install Forms
3479	06/19/2020	Claims	1	67175	COMCAST BUSINESS	1,531.68	Phone & Internet
			001 - 513 10 42 000 -		Communication	76.58	Phone & Internet (PRI Trunk Interface)
			001 - 514 20 42 000 -		Communication	76.58	Phone & Internet (PRI Trunk Interface)
			001 - 518 30 42 000 -		Communication	38.29	Phone & Internet (PRI Trunk Interface)
			107 - 521 20 42 000 -		Communication	229.75	Phone & Internet (PRI Trunk Interface)
			406 - 531 10 42 000 -		Communication	153.17	Phone & Internet (PRI Trunk Interface)
			401 - 533 10 42 000 -		Communications	356.12	Phone & Internet (PRI Trunk Interface)
			403 - 534 10 42 000 -		Communication	371.43	Phone & Internet (PRI Trunk Interface)
			101 - 542 30 42 000 -		Communication	76.58	Phone & Internet (PRI Trunk Interface)
			501 - 548 30 42 000 -		Communications	38.29	Phone & Internet (PRI Trunk Interface)
			001 - 558 50 42 000 -		Communications	38.29	Phone & Internet (PRI Trunk Interface)
			001 - 558 60 42 000 -		Communication	38.29	Phone & Internet (PRI Trunk Interface)
			001 - 576 80 42 000 -		Communication	38.31	Phone & Internet (PRI Trunk Interface)
3480	06/19/2020	Claims	1	67176	DATA BAR INCORPORATED	3,304.94	Print & Mail; Programming Fee
			406 - 531 10 49 003 -		Misc/Outside Printing	638.49	Utility Billing Print & Mail
			406 - 531 10 49 003 -		Misc/Outside Printing	22.50	Programming
			401 - 533 10 49 003 -		Misc/Outside Printing	1,276.98	Utility Billing Print & Mail
			401 - 533 10 49 003 -		Misc/Outside Printing	45.00	Programming
			403 - 534 10 49 003 -		Misc/Outside Printing	1,276.97	Utility Billing Print & Mail

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			403 - 534 10 49 003		Misc/Outside Printing	45.00	Programming
3481	06/19/2020	Claims	1	67177	DKS ASSOCIATES	2,575.00	Professional Services
			401 - 533 10 41 000		Professional Services	2,575.00	Electrical Conservation Program
3482	06/19/2020	Claims	1	67178	GRAINGER INC	746.24	Fleet Material; Banners; Banners; Banners
			501 - 548 30 35 000		Small Tools & Equipment	515.44	Cordless Chain Saw Kit
			310 - 595 70 63 139		City-wide Transportation Bea	92.32	Banner Poles
			310 - 595 70 63 139		City-wide Transportation Bea	92.32	Banner Poles
			310 - 595 70 63 139		City-wide Transportation Bea	46.16	Banner Poles
3483	06/19/2020	Claims	1	67179	GRAY & OSBORNE INC	13,090.77	Engineering Services; Engineering Services
			406 - 531 10 41 000		Professional Services	84.64	Meridian At Stone Creek
			401 - 533 10 41 000		Professional Services	1,149.48	Electrical Mapping Upgrades
			407 - 594 31 63 154		Campus Green Retrofit	9,084.80	City Hall Stormwater LID Retrofit
			310 - 594 76 62 104		Trailhead Improvements	2,771.85	Trailhead Improvements
3484	06/19/2020	Claims	1	67180	THE HOME DEPOT PRO INSTITUTIONAL	403.51	PW Supply
			001 - 518 30 31 000		Operating Supplies	57.64	Hand Sanitizer
			406 - 531 30 31 000		Operating Supplies	57.64	Hand Sanitizer
			401 - 533 50 31 000		Operating Supplies	57.64	Hand Sanitizer
			403 - 534 50 31 000		Office and Operating Supplie:	57.67	Hand Sanitizer
			101 - 542 30 31 000		Office and Operating Supplie:	57.64	Hand Sanitizer
			501 - 548 30 31 000		Office & Operating Supplies	57.64	Hand Sanitizer
			001 - 576 80 31 000		Operating Supplies	57.64	Hand Sanitizer
3485	06/19/2020	Claims	1	67181	KORUM AUTOMOTIVE GROUP	2,154.19	PD Vehicle Repair & Maintenance; PD Vehicle Repair & Maintenance; PD Vehicle Repair & Maintenance; PD Vehicle Repair & Maintenance
			107 - 521 20 48 001		Vehicle Repairs and Maintena	558.35	#694 300,000 Mile Service
			107 - 521 20 48 001		Vehicle Repairs and Maintena	716.97	#668 Brake Inspection & Repair
			004 - 594 21 64 004		Law Enforcement - Capital E:	318.60	#322 Program Key Fobs
			004 - 594 21 64 004		Law Enforcement - Capital E:	560.27	#270 Program Key Fobs
3486	06/19/2020	Claims	1	67182	LANDLLOYD DEVELOPMENT CO	720.00	Refund Electrical Connection
			402 - 367 00 00 402		System Development	-720.00	Refund Electrical Connection
3487	06/19/2020	Claims	1	67183	NORTH COAST ELECTRIC COMPANY	33.66	Water Material
			403 - 534 50 31 000		Office and Operating Supplie:	33.66	Fuses
3488	06/19/2020	Claims	1	67184	PIERCE CO BUDGET & FINANCE	2,888.63	Jail Services
			107 - 523 60 41 107		Jail Services	2,888.63	Jail Services- May 2020
3489	06/19/2020	Claims	1	67185	PRO-VAC	2,055.13	Street Sweeping
			407 - 594 31 63 156		19-21 Dept Of Ecology Capa	2,055.13	Street Sweeping
3490	06/19/2020	Claims	1	67186	RAINIER LIGHTING & ELEC SUPPLY	193.42	Council Chambers Painting Project
			001 - 518 30 48 002		Building Repair & Maint	193.42	GFI Self Tests
3491	06/19/2020	Claims	1	67187	ROBBLEE'S TOTAL SECURITY INC	423.66	Electrical Services
			401 - 533 50 48 000		Repairs and Maintenance	423.66	PW Gate Inoperable
3492	06/19/2020	Claims	1	67188	ROBINSON AND NOBLE, INC.	4,957.54	Consulting Services
			404 - 594 34 60 135		Replacement Well #5	4,957.54	Consulting Services

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3493	06/19/2020	Claims	1	67189	SURPLUS AMMO & ARMS, LLC	623.12	Police Material
					107 - 521 20 35 001 - Firearms	623.12	Ammunition
3494	06/19/2020	Claims	1	67190	TACOMA NEWS INC.	58.31	Legal Notice
					001 - 558 60 41 002 - Advertising	58.31	Ordinance 1987-20
3495	06/19/2020	Claims	1	67191	TMG SERVICES INC.	23,738.40	Water Tablet Feeder
					404 - 594 34 63 160 - 2020 Misc Water Main Replac	23,738.40	Water Tablet Feeder
3496	06/19/2020	Claims	1	67192	TRANSCRIPTION OUTSOURCING, LLC	18.46	Police Services
					107 - 521 50 49 003 - Misc/Outside Printing	18.46	Police Services- Transcription
3497	06/19/2020	Claims	1	67193	UNIVAR SOLUTIONS	8,717.98	Chemicals
					403 - 534 51 31 000 - Operating Supplies	8,717.98	Chemicals
3498	06/19/2020	Claims	1	67194	TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY	22.00	Safekeeping Fees
					001 - 514 20 49 000 - Miscellaneous	22.00	Safekeeping Fees
3499	06/19/2020	Claims	1	67195	WA DEPT OF ENTERPRISE SVCS	24.18	Business Cards
					401 - 533 10 31 000 - Office and Operating Supplie:	24.18	Business Cards- Jarrod Lee
3505	06/19/2020	Claims	1	67196	CARTEGRAPH SYSTEMS INC	20,777.07	Annual Subscription
					406 - 531 30 41 000 - Professional Services	8,310.83	2020 Annual Subscription
					401 - 533 50 41 000 - Professional Services	6,233.12	2020 Annual Subscription
					403 - 534 50 41 000 - Professional Services	6,233.12	2020 Annual Subscription
3559	06/23/2020	Claims	1		EFT MERCHANT CARD SVCS	67.63	Merchant Fees Court
					001 - 512 50 41 000 - Professional Services	67.63	Merchant Fees Court
3532	06/23/2020	Claims	1	67197	ALBYQ, INC.	117.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-117.00	Refund Milton Days Vendor Fee
3533	06/23/2020	Claims	1	67198	ANYTIME FITNESS	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3534	06/23/2020	Claims	1	67199	SHAWN BOYER	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3535	06/23/2020	Claims	1	67200	MARJORIE L BRUBAKER	50.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-50.00	Refund Milton Days Vendor Fee
3536	06/23/2020	Claims	1	67201	CAROLINE BRYAN	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3537	06/23/2020	Claims	1	67202	BRUCE CARPENTER	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3538	06/23/2020	Claims	1	67203	KATHY DOROSZ	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3539	06/23/2020	Claims	1	67204	FIFE SCHOOL DISTRICT	50.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-50.00	Refund Milton Days Vendor Fee
3540	06/23/2020	Claims	1	67205	FRYING DUTCHMAN	125.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-125.00	Refund Milton Days Vendor Fee
3541	06/23/2020	Claims	1	67206	TERESA GONZALEZ	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee

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3542	06/23/2020	Claims	1	67207	HALLER, CARSON & DONNA	63.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-63.00	Refund Milton Days Vendor Fee
3543	06/23/2020	Claims	1	67208	THE KARATE EDGE	180.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-180.00	Refund Milton Days Vendor Fee
3544	06/23/2020	Claims	1	67209	KLAYDUCKS CERAMIC ASSOCIATION	50.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-50.00	Refund Milton Days Vendor Fee
3545	06/23/2020	Claims	1	67210	ELISHA KROTZER	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3546	06/23/2020	Claims	1	67211	NORTH HILL COOPERATIVE PRESCHOOL	50.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-50.00	Refund Milton Days Vendor Fee
3547	06/23/2020	Claims	1	67212	ELIZABETH PERRIN	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3548	06/23/2020	Claims	1	67213	PIERCE TRANSIT	50.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-50.00	Refund Milton Days Vendor Fee
3549	06/23/2020	Claims	1	67214	KIMBERLLEE ANNETTE RICHARDS	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3550	06/23/2020	Claims	1	67215	MARGO RYDMAN	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3551	06/23/2020	Claims	1	67216	SMITH BROTHERS FARMS, INC.	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3552	06/23/2020	Claims	1	67217	VANESSA VANCUREN	90.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-90.00	Refund Milton Days Vendor Fee
3553	06/23/2020	Claims	1	67218	VETERANS OF FOREIGN WARS	50.00	Refund Milton Days Vendor Fee
					116 - 347 90 10 000 - Milton Days-Vendor Fee	-50.00	Refund Milton Days Vendor Fee
3560	06/23/2020	Claims	3	EFT	SANDRA LYNN ALLEN	4,500.00	Judge Services
					001 - 512 50 41 000 - Professional Services	4,500.00	Monthly Judge Services
3561	06/23/2020	Claims	3	EFT	CIT TECHNOLOGY (QDS)	1,512.70	Copier Lease
					001 - 513 10 45 000 - Operating Rentals and Leases	264.72	Copier Lease
					001 - 514 20 45 000 - Operating Rentals and Leases	37.82	Copier Lease
					001 - 518 30 45 000 - Operating Rentals and Leases	7.56	Copier Lease
					107 - 521 20 45 000 - Operating Rentals and Leases	397.08	Copier Lease
					406 - 531 10 45 000 - Operating Rentals and Leases	161.10	Copier Lease
					401 - 533 10 45 000 - Operating Rentals and Leases	285.90	Copier Lease
					403 - 534 10 45 000 - Operating Rentals and Leases	278.34	Copier Lease
					101 - 542 30 45 000 - Operating Rentals and Leases	15.88	Copier Lease
					501 - 548 30 45 000 - Operating Rentals & Leases	18.91	Copier Lease
					001 - 558 50 45 000 - Operating Rentals and Leases	18.91	Copier Lease
					001 - 558 60 45 000 - Operating Rentals and Leases	18.91	Copier Lease
					001 - 576 80 45 000 - Operating Rentals and Leases	7.57	Copier Lease
3562	06/23/2020	Claims	3	EFT	PIERCE COUNTY SEWER	197.82	Sewer
					001 - 518 30 47 000 - Public Utility Service	30.83	Sewer
					107 - 521 20 47 000 - Utilities	38.81	Sewer
					401 - 533 50 41 000 - Professional Services	41.74	Sewer

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			001 - 575 50 47 000		Public Utilities Services - CB	38.81	Sewer
			001 - 575 50 47 000		Public Utilities Services - CB	21.48	Sewer
			001 - 576 80 47 000		Public Utility Service	26.15	Sewer
3563	06/23/2020	Claims	3		EFT SHELL FLEET PLUS	3,222.19	Fuel
			001 - 518 30 32 000		Operating Supplies/Fuel	45.09	Fuel
			107 - 521 20 32 000		Fuel	2,041.01	Fuel
			406 - 531 30 32 000		Fuel	227.27	Fuel
			401 - 533 50 32 000		Fuel	498.29	Fuel
			403 - 534 50 32 000		Fuel	249.08	Fuel
			403 - 534 51 32 000		Fuel	61.68	Fuel
			101 - 542 30 32 000		Operating Supplies/Fuel	54.68	Fuel
			001 - 576 80 32 000		Fuel	45.09	Fuel
3564	06/23/2020	Claims	3		EFT WA DEPT OF REVENUE	29,149.24	Excise Tax
			107 - 521 20 31 000		Office and Operating Supplie:	15.18	Tax Owed - Arrowhead Forensics
			107 - 521 20 35 000		Small Tools and Equipment	20.79	Tax Owed - Unity Tacical
			406 - 531 10 44 002		Excise Tax	1,370.29	Excise Tax - Stormwater
			401 - 533 10 44 002		Elect Excise Tax	15,777.27	Excise Tax - Electric
			403 - 534 10 44 002		Water Excise Tax	9,588.66	Excise Tax - Water
			001 - 575 50 44 002		Taxes On Bldg Rentals	-1.92	Excise Tax - Rental
			001 - 589 30 00 000		Sales Tax Paid To State Gen	2,325.29	Sales Tax Collected
			310 - 595 70 63 139		City-wide Transportation Bea	53.68	Tax Owed - Best Of Signs
3572	06/23/2020	Claims	3		EFT FERGUSON ENTERPRISES, INC.	12,281.39	Water Material
			403 - 534 50 31 000		Office and Operating Supplie:	12,281.39	Water Meters
3606	06/26/2020	Claims	1	67219	AIR SYSTEMS ENGINEERING INC.	3,554.71	HVAC Maintenance; HVAC Maintenance
			001 - 518 30 48 002		Building Repair & Maint	210.18	HVAC Maintenance
			001 - 518 30 48 002		Building Repair & Maint	3,344.53	HVAC Maintenance
3607	06/26/2020	Claims	1	67220	ANIXTER INC	142.87	Electric Supply
			401 - 533 50 31 000		Operating Supplies	142.87	Service Grips
3608	06/26/2020	Claims	1	67221	CHUCKALS	319.15	Police Supply
			107 - 521 20 31 002		Public Safety Supplies	319.15	Sanitizing Wipes
3609	06/26/2020	Claims	1	67222	CORE & MAIN	358.25	Water Material
			403 - 534 50 31 000		Office and Operating Supplie:	358.25	Saddle Straps
3610	06/26/2020	Claims	1	67223	FIDELITY SOLUTIONS, INC.	844.80	Fleet Material
			107 - 521 20 35 000		Small Tools and Equipment	844.80	Radar Units, Fork Sets With Case
3611	06/26/2020	Claims	1	67224	FIRE KING OF SEATTLE INC.	31.32	Fire Extinguisher Maintenance
			107 - 521 20 31 002		Public Safety Supplies	31.32	Fire Extinguisher Recharge
3612	06/26/2020	Claims	1	67225	GOODYEAR AUTO SERVICE CENTER	398.10	Tires
			001 - 518 30 48 001		Vehicle R&M	39.81	#32 Tires
			406 - 531 30 48 001		Vehicle Repair & Maint	318.48	#32 Tires
			001 - 576 80 48 001		Equipment Repair & Mainten	39.81	#32 Tires
3613	06/26/2020	Claims	1	67226	GRAINGER INC	515.44	Water Material
			403 - 534 50 35 000		Small Tools and Equipment	515.44	Cordless Chain Saw Kit
3614	06/26/2020	Claims	1	67227	GRAY & OSBORNE INC	1,612.84	Engineering Services
			407 - 594 31 63 097		Decant Facility	1,612.84	Engineering Services
3615	06/26/2020	Claims	1	67228	HACH COMPANY	201.12	Water Material
			403 - 534 51 31 000		Operating Supplies	201.12	PH Electrode

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3616	06/26/2020	Claims	1	67229	HONEY BUCKET	153.50	Monthly Rental
					001 - 576 80 41 000 - Professional Services	153.50	Monthly Rental- Interurban Trail
3617	06/26/2020	Claims	1	67230	KIMBALL MIDWEST	2,226.32	Fleet Material
					501 - 548 30 31 000 - Office & Operating Supplies	2,226.32	Drill Bits, Tubing, Saw Kit, Screws, Wire
3618	06/26/2020	Claims	1	67231	LLOYD ENTERPRISES, INC.	184.34	Street Material
					101 - 542 30 31 000 - Office and Operating Supplie:	184.34	Rip Rap Rock
3619	06/26/2020	Claims	1	67232	LONG PEST CONTROL INC.	448.39	Pest Control
					001 - 518 30 41 000 - Professional Services	448.39	Pest Control
3620	06/26/2020	Claims	1	67233	SNAP-ON INDUSTRIAL	38.01	Electric Supply
					401 - 533 50 35 000 - Small Tools and Equipment	38.01	Sockets
3621	06/26/2020	Claims	1	67234	STANDARD PARTS CORPORATION (NAPA)	87.13	Fleet Material; Fleet Material
					001 - 518 30 31 000 - Operating Supplies	5.35	#32 Small Light Bulbs, Drain Pan
					406 - 531 30 31 000 - Operating Supplies	42.76	#32 Small Light Bulbs, Drain Pan
					403 - 534 50 31 000 - Office and Operating Supplie:	33.68	#57 Motor Oil & Filter
					001 - 576 80 31 000 - Operating Supplies	5.34	#32 Small Light Bulbs, Drain Pan
3622	06/26/2020	Claims	1	67235	UNIFIRST CORPORATION	1,092.67	Uniforms; Uniforms; Uniforms; Uniforms
					001 - 518 30 20 002 - Uniforms	35.74	Uniforms
					001 - 518 30 20 002 - Uniforms	35.75	Uniforms
					406 - 531 30 20 002 - Uniforms	109.58	Uniforms
					406 - 531 30 20 002 - Uniforms	109.48	Uniforms
					401 - 533 50 20 002 - Uniforms	123.73	Uniforms
					401 - 533 50 20 002 - Uniforms	62.22	Uniforms
					401 - 533 50 20 002 - Uniforms	62.18	Uniforms
					401 - 533 50 20 002 - Uniforms	108.73	Uniforms
					403 - 534 50 20 002 - Uniforms	154.88	Uniforms
					403 - 534 50 20 002 - Uniforms	154.79	Uniforms
					101 - 542 30 20 002 - Uniforms	13.57	Uniforms
					101 - 542 30 20 002 - Uniforms	13.56	Uniforms
					501 - 548 30 20 002 - Uniforms	33.06	Uniforms
					501 - 548 30 20 002 - Uniforms	33.05	Uniforms
					001 - 576 80 20 002 - Uniforms	21.18	Uniforms
					001 - 576 80 20 002 - Uniforms	21.17	Uniforms
3623	06/26/2020	Claims	1	67236	WASHINGTON TRACTOR	103.48	Stormwater Material
					406 - 531 30 31 000 - Operating Supplies	103.48	Trimmer Line & Oil
3624	06/26/2020	Claims	1	67237	WATER MANAGEMENT LABORATORIES	72.00	Water Testing
					403 - 534 51 41 000 - Professional Services	72.00	Water Testing
3659	06/30/2020	Claims	3	EFT	US BANK PROCUREMENT CARD	31,406.74	
					001 - 511 60 31 000 - Operating Supplies	19.09	Water
					001 - 511 60 41 000 - Professional Services	16.47	Zoom Subscription
					001 - 513 10 31 000 - Office and Operating Supplie:	46.81	Large Printer Ink
					001 - 513 10 31 000 - Office and Operating Supplie:	136.80	Paper Cutter & Rubber Bands
					001 - 513 10 31 000 - Office and Operating Supplie:	54.82	Covid Clipboards
					001 - 513 10 31 000 - Office and Operating Supplie:	19.95	Covid Face Coverings
					001 - 513 10 42 000 - Communication	22.69	Phones & Internet
					001 - 513 10 42 000 - Communication	175.12	Citywide Cell Phones
					001 - 513 10 42 000 - Communication	23.24	Phones & Internet
					001 - 513 10 49 001 - Misc/Dues & Memberships	25.00	CDL Database
					001 - 514 20 31 000 - Office and Operating Supplie:	85.97	Dymo Label Printer
					001 - 514 20 31 000 - Office and Operating Supplie:	134.95	Labels & Printer Ink
					001 - 514 20 42 000 - Communication	22.71	Phones & Internet

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		001 - 514 20 42 000		- Communication	160.05	Citywide Cell Phones
		001 - 514 20 42 000		- Communication	23.23	Phones & Internet
		001 - 514 20 42 000		- Communication	6.95	Settlement Postage
		001 - 517 90 31 001		- Employee Recognition	26.25	Clerk's Week Recognition
		001 - 517 90 49 000		- Misc Exp - Employee Wellne:	700.98	Employee Face Coverings
		001 - 518 30 31 000		- Operating Supplies	105.53	Covid Shield Material
		001 - 518 30 31 000		- Operating Supplies	47.87	Dowels, Cables, Felt Pads
		001 - 518 30 31 000		- Operating Supplies	298.83	Supplies For Sneeze Guard Barriers
		001 - 518 30 31 000		- Operating Supplies	32.36	Ear Plugs, Trash Bags, Dry Lock Spray
		001 - 518 30 31 000		- Operating Supplies	3.35	#3 Rear Seat, Center Console & Headrest
		001 - 518 30 31 000		- Operating Supplies	241.80	Material For Sneeze Guard
		001 - 518 30 31 000		- Operating Supplies	98.89	Bldg "A" Floor Mat
		001 - 518 30 31 000		- Operating Supplies	4.73	Ink Cartridge For Printer
		001 - 518 30 31 000		- Operating Supplies	44.83	Wall Plates For Council Chambers
		001 - 518 30 31 000		- Operating Supplies	142.56	Hand Sanitizer
		001 - 518 30 32 000		- Operating Supplies/Fuel	1.68	Fuel
		001 - 518 30 32 000		- Operating Supplies/Fuel	0.52	Fuel
		001 - 518 30 32 000		- Operating Supplies/Fuel	8.38	Fuel
		001 - 518 30 42 000		- Communication	11.36	Phones & Internet
		001 - 518 30 42 000		- Communication	47.67	Citywide Cell Phones
		001 - 518 30 42 000		- Communication	0.41	PW Cell Phones
		001 - 518 30 42 000		- Communication	11.61	Phones & Internet
		001 - 518 30 48 001		- Vehicle R&M	1.90	#3 Auto Detailing Service
		001 - 518 30 48 001		- Vehicle R&M	2.58	#3 Oil Change & Inspection
		001 - 518 30 48 002		- Building Repair & Maint	430.85	Paint & Supplies For Council Chambers
		001 - 518 30 48 002		- Building Repair & Maint	114.63	Paint & Supplies For Council Chambers
		503 - 518 80 36 002		- Equipment - IT	-80.00	Web Cameras - Partial Refund
		503 - 518 80 41 001		- Professional Services - IT	5,987.35	IT Services
		001 - 518 80 42 000		- Communications - Citywide	40.13	Citywide Cell Phones
		107 - 521 20 31 000		- Office and Operating Supplie:	11.70	Large Printer Ink
		107 - 521 20 31 000		- Office and Operating Supplie:	49.43	Cargo Straps
		107 - 521 20 31 000		- Office and Operating Supplie:	98.76	Universal Extension Sockets
		107 - 521 20 31 000		- Office and Operating Supplie:	570.66	Barcode Handheld Scanners
		107 - 521 20 31 000		- Office and Operating Supplie:	65.88	Seat Belt Extensions
		107 - 521 20 31 000		- Office and Operating Supplie:	29.66	Batteries
		107 - 521 20 31 000		- Office and Operating Supplie:	32.94	Battery Pack
		107 - 521 20 31 000		- Office and Operating Supplie:	21.96	Charging Cables
		107 - 521 20 31 000		- Office and Operating Supplie:	16.06	Pepper Gel Spray
		107 - 521 20 31 000		- Office and Operating Supplie:	660.47	Defibrillator Batteries & Pads Cartridge
		107 - 521 20 31 000		- Office and Operating Supplie:	12.06	Power Strip
		107 - 521 20 31 002		- Public Safety Supplies	348.53	Non Contact Forehead Thermometers
		107 - 521 20 31 004		- Emergency Response Supplie	831.60	Traffic/Safety Cones
		107 - 521 20 32 000		- Fuel	374.90	Fuel
		107 - 521 20 32 000		- Fuel	266.74	Fuel
		107 - 521 20 41 000		- Professional Services	54.95	Investigation Reports
		107 - 521 20 42 000		- Communication	68.13	Phones & Internet
		107 - 521 20 42 000		- Communication	1,154.90	Citywide Cell Phones
		107 - 521 20 42 000		- Communication	69.68	Phones & Internet
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	5.00	Car Wash
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	1,650.00	2012 Dodge Charger Repair/Paint
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	10.00	Car Wash
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	990.00	Ford Taurus Paint Touch Up
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	5.00	Car Wash
		107 - 521 20 49 001		- Misc/Dues & Memberships	29.70	Range Qualifying - Hamilton
		406 - 531 10 31 000		- Office and Operating Supplie:	35.10	Large Printer Ink
		406 - 531 10 31 000		- Office and Operating Supplie:	26.73	Notebooks
		406 - 531 10 31 000		- Office and Operating Supplie:	97.61	Wall Rack For Plan Storage
		406 - 531 10 31 000		- Office and Operating Supplie:	11.65	Batteries, Stamp & Stamp Ink
		406 - 531 10 31 000		- Office and Operating Supplie:	7.68	Stylus Pens
		406 - 531 10 42 000		- Communication	45.42	Phones & Internet

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		406 - 531 10 42 000		- Communication	10.20	Citywide Cell Phones
		406 - 531 10 42 000		- Communication	46.46	Phones & Internet
		406 - 531 30 31 000		- Operating Supplies	70.39	#3 Rear Seat, Center Console & Headrest
		406 - 531 30 31 000		- Operating Supplies	20.92	Wiper Blades
		406 - 531 30 31 000		- Operating Supplies	11.34	Ink Cartridge For Printer
		406 - 531 30 31 000		- Operating Supplies	90.08	Long Gloves-Pesticide Application/Weed Removal
		406 - 531 30 32 000		- Fuel	10.51	Fuel
		406 - 531 30 32 000		- Fuel	31.08	Fuel
		406 - 531 30 32 000		- Fuel	81.71	Fuel
		406 - 531 30 32 000		- Fuel	10.96	Fuel
		406 - 531 30 32 000		- Fuel	20.12	Fuel
		406 - 531 30 42 000		- Communication	189.23	Citywide Cell Phones
		406 - 531 30 42 000		- Communication	2.45	PW Cell Phones
		406 - 531 30 48 001		- Vehicle Repair & Maint	39.88	#3 Auto Detailing Service
		406 - 531 30 48 001		- Vehicle Repair & Maint	54.19	#3 Oil Change & Inspection
		401 - 533 10 31 000		- Office and Operating Supplie:	17.56	Large Printer Ink
		401 - 533 10 42 000		- Communications	105.60	Phones & Internet
		401 - 533 10 42 000		- Communications	33.32	Citywide Cell Phones
		401 - 533 10 42 000		- Communications	73.03	Flexnet Tower Communication
		401 - 533 10 42 000		- Communications	108.01	Phones & Internet
		401 - 533 50 31 000		- Operating Supplies	344.15	Motomix & 2 Cyle Oil
		401 - 533 50 31 000		- Operating Supplies	83.81	#3 Rear Seat, Center Console & Headrest
		401 - 533 50 31 000		- Operating Supplies	200.75	#23 Keys, LOF Service Kit
		401 - 533 50 31 000		- Operating Supplies	110.12	#51 Battery, Console & Air Freshner
		401 - 533 50 31 000		- Operating Supplies	49.44	#25 Seat Cover
		401 - 533 50 31 000		- Operating Supplies	15.11	Ink Cartridge For Printer
		401 - 533 50 32 000		- Fuel	14.31	Fuel
		401 - 533 50 32 000		- Fuel	25.89	Fuel
		401 - 533 50 32 000		- Fuel	8.21	Propane For Forklift
		401 - 533 50 32 000		- Fuel	13.05	Fuel
		401 - 533 50 32 000		- Fuel	154.24	Fuel
		401 - 533 50 32 000		- Fuel	26.82	Fuel
		401 - 533 50 35 000		- Small Tools and Equipment	554.03	Drive Rachets & Hex Bits
		401 - 533 50 42 000		- Communication	5.30	PW Shop Cable
		401 - 533 50 42 000		- Communication	424.56	Citywide Cell Phones
		401 - 533 50 42 000		- Communication	24.64	Electric Curtailment
		401 - 533 50 42 000		- Communication	0.68	PW Cell Phones
		401 - 533 50 42 000		- Communication	5.30	PW Shop Cable
		401 - 533 50 43 000		- Travel	17.86	FedEx - Ship Safety Vest For Screen Print
		401 - 533 50 48 001		- Vehicle R&M	47.49	#3 Auto Detailing Service
		401 - 533 50 48 001		- Vehicle R&M	64.52	#3 Oil Change & Inspection
		401 - 533 50 49 000		- Misc/Other Exp	63.50	#23 Registration
		401 - 533 50 49 000		- Misc/Other Exp	19.78	Electrical Map
		403 - 534 10 31 000		- Office and Operating Supplie:	35.10	Large Printer Ink
		403 - 534 10 42 000		- Communication	110.14	Phones & Internet
		403 - 534 10 42 000		- Communication	10.57	Citywide Cell Phones
		403 - 534 10 42 000		- Communication	73.03	Flexnet Tower Communcation
		403 - 534 10 42 000		- Communication	112.65	Phones & Internet
		403 - 534 50 31 000		- Office and Operating Supplie:	83.81	#3 Rear Seat, Center Console & Headrest
		403 - 534 50 31 000		- Office and Operating Supplie:	122.12	#30 Battery Charger & Plug
		403 - 534 50 31 000		- Office and Operating Supplie:	119.30	#51 Battery, Console & Air Freshner
		403 - 534 50 31 000		- Office and Operating Supplie:	131.68	Wiper Blades
		403 - 534 50 31 000		- Office and Operating Supplie:	39.67	Water Test Study Guide - Sloan
		403 - 534 50 31 000		- Office and Operating Supplie:	14.65	Ink Cartridge For Printer
		403 - 534 50 32 000		- Fuel	12.19	Fuel
		403 - 534 50 32 000		- Fuel	25.89	Fuel
		403 - 534 50 32 000		- Fuel	8.20	Propane For Forklift
		403 - 534 50 32 000		- Fuel	13.05	Fuel

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		403 - 534 50 32 000		- Fuel	154.23	Fuel
		403 - 534 50 32 000		- Fuel	25.99	Fuel
		403 - 534 50 42 000		- Communication	5.30	PW Shop Cable
		403 - 534 50 42 000		- Communication	429.57	Citywide Cell Phones
		403 - 534 50 42 000		- Communication	2.57	PW Cell Phones
		403 - 534 50 42 000		- Communication	5.30	PW Shop Cable
		403 - 534 50 48 001		- Equipment Repair & Mainten	47.49	#3 Auto Detailing Service
		403 - 534 50 48 001		- Equipment Repair & Mainten	64.52	#3 Oil Change & Inspection
		403 - 534 51 31 000		- Operating Supplies	31.68	Treatment Plant Chlorine Vent Pipe
		403 - 534 51 47 001		- Public Utility Services	995.22	Water Intertie
		403 - 534 51 49 002		- Misc Training, Registrations	100.00	Water Treatment Plan Operator 1 Exam - Sloan
		403 - 534 51 49 002		- Misc Training, Registrations	100.00	Water Treatment Plan Operator 1 Exam - Bedwell
		101 - 542 30 31 000		- Office and Operating Supplie:	35.10	Large Printer Ink
		101 - 542 30 31 000		- Office and Operating Supplie:	13.41	#3 Rear Seat, Center Console & Headrest
		101 - 542 30 31 000		- Office and Operating Supplie:	30.53	#30 Battery Charger & Plug
		101 - 542 30 31 000		- Office and Operating Supplie:	131.68	Wiper Blades
		101 - 542 30 31 000		- Office and Operating Supplie:	0.47	Ink Cartridge For Printer
		101 - 542 30 32 000		- Operating Supplies/Fuel	4.68	Fuel
		101 - 542 30 32 000		- Operating Supplies/Fuel	20.70	Fuel
		101 - 542 30 32 000		- Operating Supplies/Fuel	2.09	Fuel
		101 - 542 30 32 000		- Operating Supplies/Fuel	0.84	Fuel
		101 - 542 30 42 000		- Communication	22.71	Phones & Internet
		101 - 542 30 42 000		- Communication	43.68	Citywide Cell Phones
		101 - 542 30 42 000		- Communication	0.49	PW Cell Phones
		101 - 542 30 42 000		- Communication	23.23	Phones & Internet
		101 - 542 30 48 001		- Equipment Repair & Maint	7.60	#3 Auto Detailing Service
		101 - 542 30 48 001		- Equipment Repair & Maint	10.32	#3 Oil Change & Inspection
		101 - 542 30 49 002		- Misc Training/Registrations	70.00	Training - Mendiola & Carter - To Be Reimb
		501 - 548 30 31 000		- Office & Operating Supplies	73.72	#3 Rear Seat, Center Console & Headrest
		501 - 548 30 31 000		- Office & Operating Supplies	275.94	Weatherproofing Items
		501 - 548 30 31 000		- Office & Operating Supplies	114.30	Fatigue Mat, Safety Glasses, Storage Bin
		501 - 548 30 32 000		- Fuel	11.47	Fuel
		501 - 548 30 42 000		- Communications	11.36	Phones & Internet
		501 - 548 30 42 000		- Communications	56.95	Citywide Cell Phones
		501 - 548 30 42 000		- Communications	0.25	PW Cell Phones
		501 - 548 30 42 000		- Communications	11.61	Phones & Internet
		501 - 548 30 48 000		- Repairs & Maintenance	41.79	#3 Auto Detailing Service
		501 - 548 30 48 000		- Repairs & Maintenance	56.78	#3 Oil Change & Inspection
		001 - 558 50 31 000		- Office and Operating Supplie:	17.56	Large Printer Ink
		001 - 558 50 31 000		- Office and Operating Supplie:	97.62	Wall Rack For Plan Storage
		001 - 558 50 31 000		- Office and Operating Supplie:	11.65	Batteries, Stamp & Stamp Ink
		001 - 558 50 31 000		- Office and Operating Supplie:	7.68	Stylus Pens
		001 - 558 50 31 000		- Office and Operating Supplie:	20.87	Batteries
		001 - 558 50 42 000		- Communications	11.36	Phones & Internet
		001 - 558 50 42 000		- Communications	136.88	Citywide Cell Phones
		001 - 558 50 42 000		- Communications	0.24	PW Cell Phones
		001 - 558 50 42 000		- Communications	11.61	Phones & Internet
		001 - 558 60 31 000		- Operating Supplies	35.10	Large Printer Ink
		001 - 558 60 31 000		- Operating Supplies	97.62	Wall Rack For Plan Storage
		001 - 558 60 31 000		- Operating Supplies	11.65	Batteries, Stamp & Stamp Ink
		001 - 558 60 42 000		- Communication	11.36	Phones & Internet
		001 - 558 60 42 000		- Communication	12.88	Citywide Cell Phones
		001 - 558 60 42 000		- Communication	11.61	Phones & Internet
		001 - 576 80 31 000		- Operating Supplies	47.87	Dowels, Cables & Felt Pads
		001 - 576 80 31 000		- Operating Supplies	6.71	#3 Rear Seat, Center Console & Headrest
		001 - 576 80 31 000		- Operating Supplies	79.13	Skate Park Street Sign

CHECK REGISTER

City Of Milton
MCAG #: 0590

06/11/2020 To: 06/30/2020

Time: 12:04:01 Date: 06/30/2020
Page: 11

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
	001 - 576 80 31 000 - Operating Supplies				0.95	Ink Cartridge For Printer
	001 - 576 80 32 000 - Fuel				1.68	Fuel
	001 - 576 80 32 000 - Fuel				1.04	Fuel
	001 - 576 80 32 000 - Fuel				1.68	Fuel
	001 - 576 80 42 000 - Communication				11.36	Phones & Internet
	001 - 576 80 42 000 - Communication				30.11	Citywide Cell Phones
	001 - 576 80 42 000 - Communication				0.19	PW Cell Phones
	001 - 576 80 42 000 - Communication				11.61	Phones & Internet
	001 - 576 80 48 001 - Equipment Repair & Mainten				3.80	#3 Auto Detailing Service
	001 - 576 80 48 001 - Equipment Repair & Mainten				5.16	#3 Oil Change & Inspection
	001 - 576 80 49 000 - Misc/Other Expense				627.20	Covid Playground Signs
	004 - 594 21 64 004 - Law Enforcement - Capital E:				1,416.61	Canopy For New Vehicle
	004 - 594 21 64 004 - Law Enforcement - Capital E:				404.73	Trailer Hitches
	310 - 595 70 63 139 - City-wide Transportation Bea				3,104.72	Street Pole Banner Kits
	310 - 595 70 63 139 - City-wide Transportation Bea				95.28	Banner Pole Parts
	310 - 595 70 63 139 - City-wide Transportation Bea				344.08	Fife High School Street Banners
	310 - 595 70 63 139 - City-wide Transportation Bea				517.12	Spring Street Banners
	001 General Fund				31,308.51	
	004 Asset Replacement & Capital Reserve				2,700.21	
	101 Street Fund				833.78	
	107 Criminal Justice Fund				18,483.89	
	116 Community Events Fund				1,865.00	
	310 Capital Improvement Fund				7,117.53	
	401 Electric Utility Fund				260,340.77	
	402 Electric Capital Improvement Fund				720.00	
	403 Water Utility Fund				46,339.94	
	404 Water Capital Improvement Fund				28,695.94	
	406 Stormwater Utility Fund				14,789.11	
	407 Stormwater Capital Improvement Fund				12,752.77	
	501 Vehicle Repair & Maintenance Fund				3,576.88	
	503 Information Technology Fund				5,907.35	
					Claims:	435,431.68
	* Transaction Has Mixed Revenue And Expense Accounts				435,431.68	

Bank Positive Pay Upload _____

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

Auditing Officer: _____

Date: _____

Payroll Disbursements

001 General Fund	34,909.23	
101 Street Fund	7,215.28	
107 Criminal Justice Fund	79,903.23	
116 Community Events Fund	40.73	
310 Capital Improvement Fund	563.03	
401 Electric Utility Fund	21,874.16	
403 Water Utility Fund	24,996.65	
406 Stormwater Utility Fund	12,864.17	
501 Vehicle Repair & Maintenance Fund	3,918.48	
	<hr/>	
	186,284.96 Payroll:	186,284.96

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

Auditing Officer: _____
Finance Director

Date: _____

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Agenda Item #:6A

To: Mayor Styron Sherrell and City Council Members
From: Nick Afzali, MSCE, Public Works Director
Date: July 6, 2020
Re: Intergovernmental Land Transfer Agreement

ATTACHMENTS: Agreement

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to authorize the Mayor to sign the Intergovernmental Land Transfer Agreement between King County and the City of Milton for the transfer of drainage facilities, properties and easements concerning the Hill Creek/Regency Woods annexation.”

Issue: In 2019 the Hill Creek/Regency Woods neighborhood was annexed from King County into the City of Milton.

Discussion: Under the County, the stormwater fees from the residents were paid in advance. Those fees are no longer being charged by the County and the City is prepared to charge the residents the City codified drainage fee and to take over maintenance and ownership of the facilities. The new annexed area contains three ponds, one tank/swale, one wetland overflow, and three tanks.

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**INTERGOVERNMENTAL LAND TRANSFER AGREEMENT
BETWEEN KING COUNTY
AND THE CITY OF MILTON FOR THE TRANSFER
OF DRAINAGE FACILITIES, PROPERTIES, AND EASEMENTS**

This Agreement is entered into between the City of Milton ("Milton" or "City") and King County (the "County") (collectively, "the Parties"), to transfer from King County to the City ownership of and responsibility for drainage facilities, properties, and easements within the Hill Creek annexation area to the City of Milton as more particularly described on Exhibits One through Five, attached hereto and incorporated herein by this reference.

WHEREAS, Milton has an established program of services to address the management of storm and surface water runoff, and

WHEREAS, the City and the County believe that it is in the best interest of the public that King County transfer ownership of and/or responsibility for drainage facilities, properties, and easements located within Milton boundaries to the City to be managed under its surface water program, and

WHEREAS, pursuant to RCW 39.33, the Intergovernmental Disposition of Property Act, the parties are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the Parties agree as follows:

I. Purpose of the Agreement

The purpose of this Agreement is to set forth the process by which King County will transfer to Milton, in perpetuity, all of King County's ownership, maintenance, operation, and repair rights and obligations for drainage facilities, properties, and easements within the Milton city limits.

II. Administration

- A. The Parties shall each appoint a representative to manage activities covered under this Agreement and to resolve any conflicts that arise ("Administrator") and shall each notify the other in writing of its designated Administrator. The Administrators shall meet as needed. Either Administrator may call a meeting with a minimum of ten (10) calendar days' written notice to the other.
- B. Any conflict that is not resolved by the Agreement Administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred for resolution to the City of Milton Director of Public Works or designee, and the King County Water and Land Resources (WLR) Division Manager. If the conflict cannot be resolved by the City of Milton Director of Public Works and the WLR Division Manager, it shall be resolved by the City Mayor, or designee, and the Director of the King County Department of Natural Resources (DNR).

III. Responsibilities of the Parties

A. Milton Responsibilities

1. On the effective date of this Agreement, the City shall assume full and complete ownership of and responsibility for the operation, maintenance, repairs, and any subsequent improvements to the drainage facilities and/or property interests listed on Exhibits One ~~Five~~ ("Transferred Facilities/Property Interests"). Responsibilities include all financial responsibilities, including but not limited to financial responsibility for materials, construction, personnel, payroll, and purchasing costs incurred by the City of Milton. The Parties acknowledge that, prior to the execution of this Agreement, Milton assumed operation and maintenance responsibility for the Transferred Facilities/Property Interests when the annexation into the City of Milton of the facility or property interest at issue became effective.
2. The City shall abide by and enforce all terms, conditions, reservations, restrictions, and covenants to title.
3. The City will provide the County access to all relevant information that is maintained by the City in connection with the Transferred Facilities/Property Interests following

Commented [1]: Keep the word "through" (undelete).

transfer if legal action is brought or threatened against the County or the Parties jointly with regard to the Transferred Facilities/Property Interests.

4. The City will consult with the County before the destruction of any documentation associated with the Transferred Facilities/Property Interests for a period of seven (7) years.
5. **Except for Environmental Claims**, the City accepts the Transferred Facilities/Property Interests **“as is.”** The County makes no warranty concerning such facilities or property interests other than as set forth in this Agreement. The City assumes full and complete responsibility for all operations, maintenance, repairs, and improvements for the drainage facilities and property interests.

Commented [2]: Question: Are there any known environmental claims? Ask King County to disclose these or confirm in writing that they are not aware of any.

Commented [3]: Question: Is King County aware of any defects, or maintenance and repairs needed for any of the Transferred Facilities?

B. King County Responsibilities

1. No later than 90 days after the effective date of this Agreement, the County will convey to the City by quit-claim deed the County-owned drainage properties listed on Exhibit Two. A copy of the proposed form of the deed is attached (Exhibit Three).
2. King County assigns to the City the recorded drainage and access easements in Exhibit Four, and all other drainage and access easements or other property interests dedicated to King County or the public in the plats and/or short plats in areas annexed into the City (Exhibit Five).
3. No later than 90 days after the effective date of this Agreement, King County will provide the City known and available copies of all warranties, maps, titles, "as built," maintenance logs and records, maintenance and performance standards, and all other records related to the Transferred Facilities/Property Interests.
4. King County will provide Milton access to all relevant information that is maintained by the County in connection with the Transferred Facilities/Property Interests following transfer if legal action is brought or threatened against the City of Milton or the Parties jointly with regard to the Transferred Facilities/Property Interests.

C. Both Parties

1. Both parties will make staff available to identify and review any additional County-owned drainage properties, facilities, and/or easements to be transferred to the City. These facilities, properties, and easements include those located in areas that may be annexed to the City in the future and those for which the County's facility acceptance

process has not yet been completed. Additional County-owned drainage properties, facilities, or easements will be transferred to the City pursuant to this Agreement upon County approval. Documentation of additional facilities, properties, or easements to be transferred will be memorialized by an amendment to this Agreement, pursuant to Section IV.B. The County agrees to prepare any additional deeds or transfer documents necessary for the transfer.

2. The records related to matters covered by this Agreement are subject to inspection, review or audit by either Party at the requesting party's sole expense. The records will be made available for inspection during regular business hours within a reasonable time of the request.

IV. General Conditions

- A. This Agreement is effective upon the last date signed by the Parties.
- B. This Agreement may be amended, altered, or clarified only by written agreement of the Parties.
- C. This Agreement is a complete expression of the agreement between the Parties, and any oral or written representations or understandings not incorporated in this Agreement are excluded.
- D. Waiver of any default will not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless the parties amend this Agreement.

V. Indemnification and Hold Harmless

- A. Regarding the Transferred Facilities/Property Interests, except for Environmental Claims, as defined below, King County will indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages for injuries to persons or property damage ("Claims") arising out of the negligent acts or omissions of the County that occurred before the date those Transferred Facilities/Property Interests were annexed by the City.

- B. Regarding the Transferred Facilities/Property Interests, except for Environmental Claims, the City will indemnify and hold harmless the County and its elected officials, officers, agents or employees, or any of them, from and against any and all Claims arising out of the negligent acts or omissions of the City that occurred after the effective date that the properties were annexed by the City.
- C. With respect to Environmental Claims relating to the Transferred Facilities/Property Interests, nothing in this Agreement is intended to transfer, assign, eliminate, or modify any liability either Party may have to each other or to any other person, or to waive any statutory contribution, cost recovery, or other Claim that either Party may have against the other or against any other person. If the City is notified by the state Department of Ecology, the Environmental Protection Agency, or other regulatory agency on or after the effective date of this Agreement about potential liability, remedial action obligations or other Environmental Claims related to Transferred Facilities/Property Interests that may implicate or involve the County, the City will promptly notify the County in writing. If the City chooses to conduct an independent remedial action, as defined in MTCA, for which the City may seek contribution or cost recovery from the County, the City will provide the County with a minimum of thirty (30) days advanced written notice prior to incurring any remedial action costs (including investigation costs) and ninety (90) days advanced written notice prior to incurring remedial actions costs for which it may seek reimbursement from the County. For all other Environmental Claims relating to the Transferred Facilities/Property Interests, each Party agrees to provide the other with a minimum of ninety (90) days advanced written notice prior to asserting an Environmental Claim against the other party. The Parties agree to meet during this notice period to discuss potential remedial actions and resolution of any Claim.
- D. "Environmental Claims" means all Claims arising under any of the following as now or hereafter amended: the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq; the Model Toxics Control Act (MTCA), RCW 70.105D; the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 et seq.; or any other federal, state, or local law, including ordinances, rules and regulations, that relates to protection of human health and the environment, and that provides for strict liability and joint and several liability.

- E. For a period of three (3) years following transfer, each Party to this Agreement will notify the other within ten (10) working days of all claims, actions, losses or damages that arise or are brought against that Party relating to the Transferred Facilities/Property Interests.
- F. Nothing in Section V. shall supersede or modify any existing agreements between the Parties.

VI. Notice

Any notice required to be given under this Agreement will be directed to the Party at the address below. Notice will be considered effective upon receipt or twenty-four hours after mailing, whichever is earlier.

King County:

Department of Natural Resources and Parks
Water and Land Resources Division
201 S. Jackson St., Suite 600
Seattle, WA 98104
Attn: _____

City of Milton:

Assistant Director of Engineering
1000 Laurel Street
Milton, WA 98354
Attn:
Email:

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the _____ of _____, 2020.

KING COUNTY

CITY OF MILTON

Dow Constantine, King County Executive

Shanna Styron Sherrell, Mayor

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

Kari L. Sand, City Attorney
Ogden Murphy Wallace, PLLC

|

EXHIBIT ONE

City of Milton Drainage Facilities

	Facility Name	ID #	Facility Address	Location
1.	Kings Grove	D90495	2601 S 280th St	Tank in ROW
2.	Hill Creek Div. 2	D92175	2338 S 380th St	Tank in ROW
3.	Regency Woods Div. 4 Tr. A	D92196	37934 23rd Pl S	721268-1120
4.	Regency Woods Div. 4 Tr. D	D92197	37800 21st Ct S	721268-1150
5.	Regency Woods Div. 4 Tr. E	D92198	1814 S 380th St	721268-1160
6.	Regency Woods Div. 4	D93252	2600 S 380th St	Tank in ROW
7.	Regency Woods Div. 4	DR0607	37806 21st Ct S	Esmt in 332104-9093
8.	Regency Wood Div. 4 Tr. B	DN0005	2121 S 380th St	721268-1130

EXHIBIT TWO

Drainage Properties To Be Conveyed to the City of Milton

King County-Owned Drainage Tracts

Tract A, Regency Woods Division 4, as per plat recorded in Volume 156 of Plats, pages 32 through 37, records of King County, Washington. (**Tax Account No. 721268-1120**)

Tract B, Regency Woods Division 4, as per plat recorded in Volume 156 of Plats, pages 32 through 37, records of King County, Washington. (**Tax Account No. 721268-1130**)

Tract D, Regency Woods Division 4, as per plat recorded in Volume 156 of Plats, pages 32 through 37, records of King County, Washington. (**Tax Account No. 721268-1150**)

Tract E, Regency Woods Division 4, as per plat recorded in Volume 156 of Plats, pages 32 through 37, records of King County, Washington. (**Tax Account No. 721268-1160**)

Commented [4]: Why is Tract B not listed on the table in Exhibit One (see previous page)? Exhibit One only references Tracts A, D and E. Please inquire about this discrepancy.

Exhibit THREE

AFTER RECORDING RETURN TO:

City of Milton
1000 Laurel Street
Milton, WA 98354
ATTN: _____

QUIT CLAIM DEED

GRANTOR – King County, Washington
GRANTEE – City of Milton, Washington
LEGAL – [REDACTED]
TAX NO. – [REDACTED]

The Grantor, **KING COUNTY**, a political subdivision of the State of Washington, for and in consideration of mutual benefits, conveys and quitclaims to Grantee, **CITY OF MILTON**, a State of Washington municipal corporation, the real property and easements described in EXHIBIT A, including after acquired title. The City of Milton covenants that it shall have full and complete responsibility for the operation, maintenance, repairs and any subsequent improvements to the drainage facilities and/or properties listed in EXHIBIT A for drainage purposes in perpetuity, which covenant is intended to be a running covenant burdening and benefitinh the land of the respective Parties and Parties' successors and assigns.

GRANTOR – KING COUNTY

BY: _____
Anthony O. Wright
TITLE: Director, Facilities Management Division

DATE:

Approved as to Form:

BY: _____
John Briggs, Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

**EXHIBIT A
TO QUIT CLAIM DEED**

LEGAL DESCRIPTION

Tract A, Regency Woods Division 4, as per plat recorded in Volume 156 of Plats, pages 32 through 37, records of King County, Washington. **(Tax Account No. 721268-1120)**

Tract B, Regency Woods Division 4, as per plat recorded in Volume 156 of Plats, pages 32 through 37, records of King County, Washington. **(Tax Account No. 721268-1130)**

Tract D, Regency Woods Division 4, as per plat recorded in Volume 156 of Plats, pages 32 through 37, records of King County, Washington. **(Tax Account No. 721268-1150)**

Tract E, Regency Woods Division 4, as per plat recorded in Volume 156 of Plats, pages 32 through 37, records of King County, Washington. **(Tax Account No. 721268-1160)**

EXHIBIT FOUR

Drainage and Access Easements to Drainage Facilities, held by King County to be transferred to the City of Milton

A.F. 9104220455, King County, Washington (Known to the County as a 10' Wide Access Road Easement to Stormwater Facility DR0607)

A.F. 9011260736, King County, Washington (Known to the County as a 10' Wide Drainage Easement to Stormwater Facilities DR0607 & D92198) - less the portion which was annexed to the City of Federal Way found within the tract legally described as Tract A, Regency Woods Division 1, as per plat recorded in Volume 154 of Plats, pages 81 through 97.

EXHIBIT FIVE

All drainage easements dedicated to King County or the public in the following recorded plats, records of King County, to be transferred to the City of Milton

Regency Woods Division 4, as per plat recorded in Volume 156 of Plats, pages 32 through 37, records of King County, Washington.

Hill Creek Div. 2, as per plat recorded in Volume 167, pages 29 through 31.



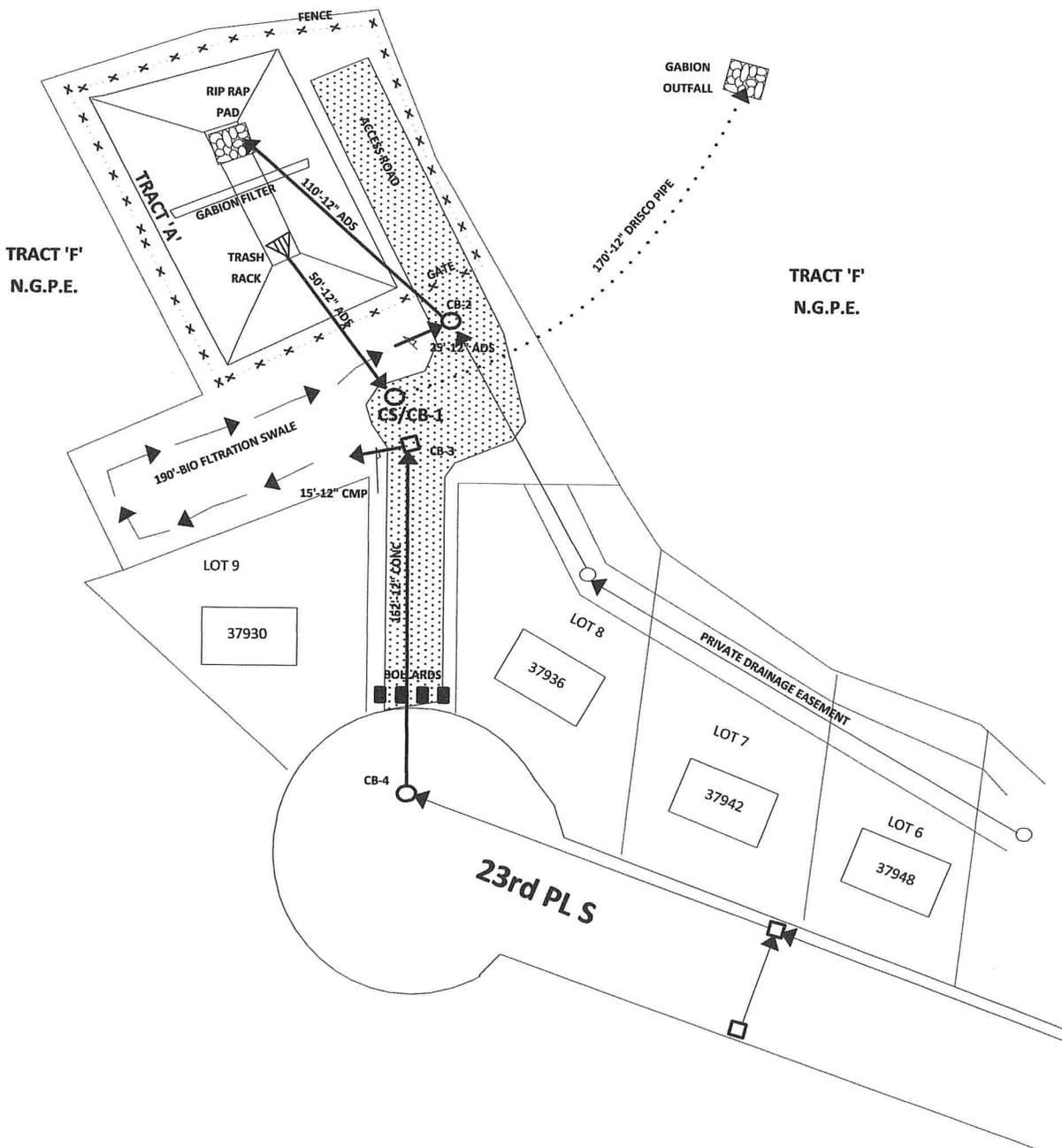
King County

Department of Natural Resources
Water and Land Resource Division

FACILITY SKETCH SHEET

PROJECT NO.	D92196		
PROJECT	Regency Woods Div. 4		
LOCATION	37934 23 rd Pl So		
KROLL PAGE	752W	BASIN	Puget Sound
TB PAGE	775-B4	TYPE	Pond
MAINT. DIVISION	3	DATE	3-18-04 (Rev)
OUT OF SERVICE	No	INITIALS	JRS

- SPECIAL USE PERMIT
- NO MOW
- MOW 525 SQ YDs
- SPECIAL MOW

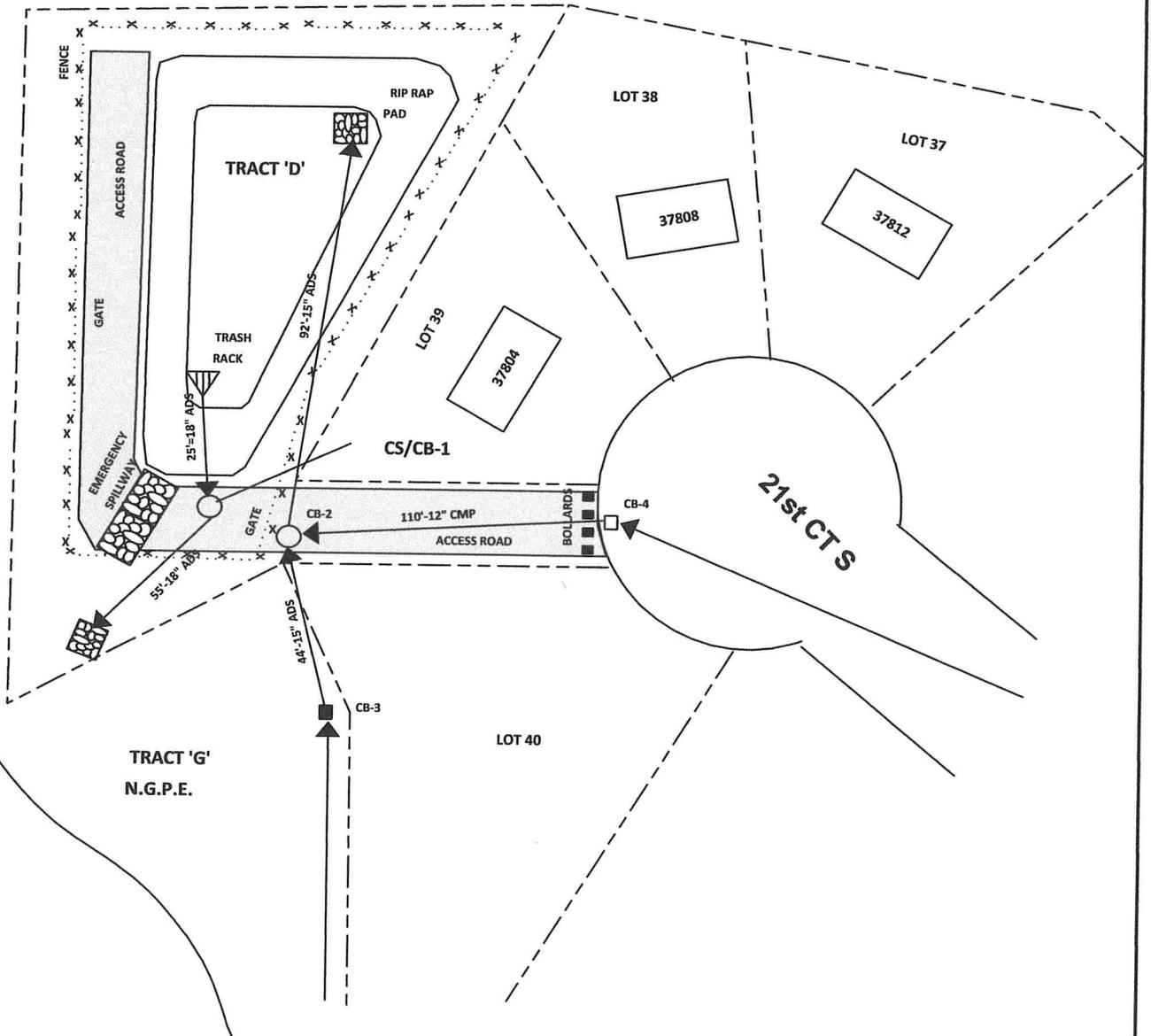




King County
 Department of Natural Resources
 Water and Land Resource Division

PROJECT NO.	D92197	1038676
PROJECT	REGENCY WOODS DIV. 4	
LOCATION	37800 21st CT S	
KROLL PAGE	752W	BASIN PUGET SOUND
TB PAGE	775-C4	TYPE POND
MAINT. DIVISION	3	DATE 3-6-95
OUT OF SERVICE	NO	INITIALS - LN

- SPECIAL USE PERMIT
- NO MOW
- MOW
- SPECIAL MOW

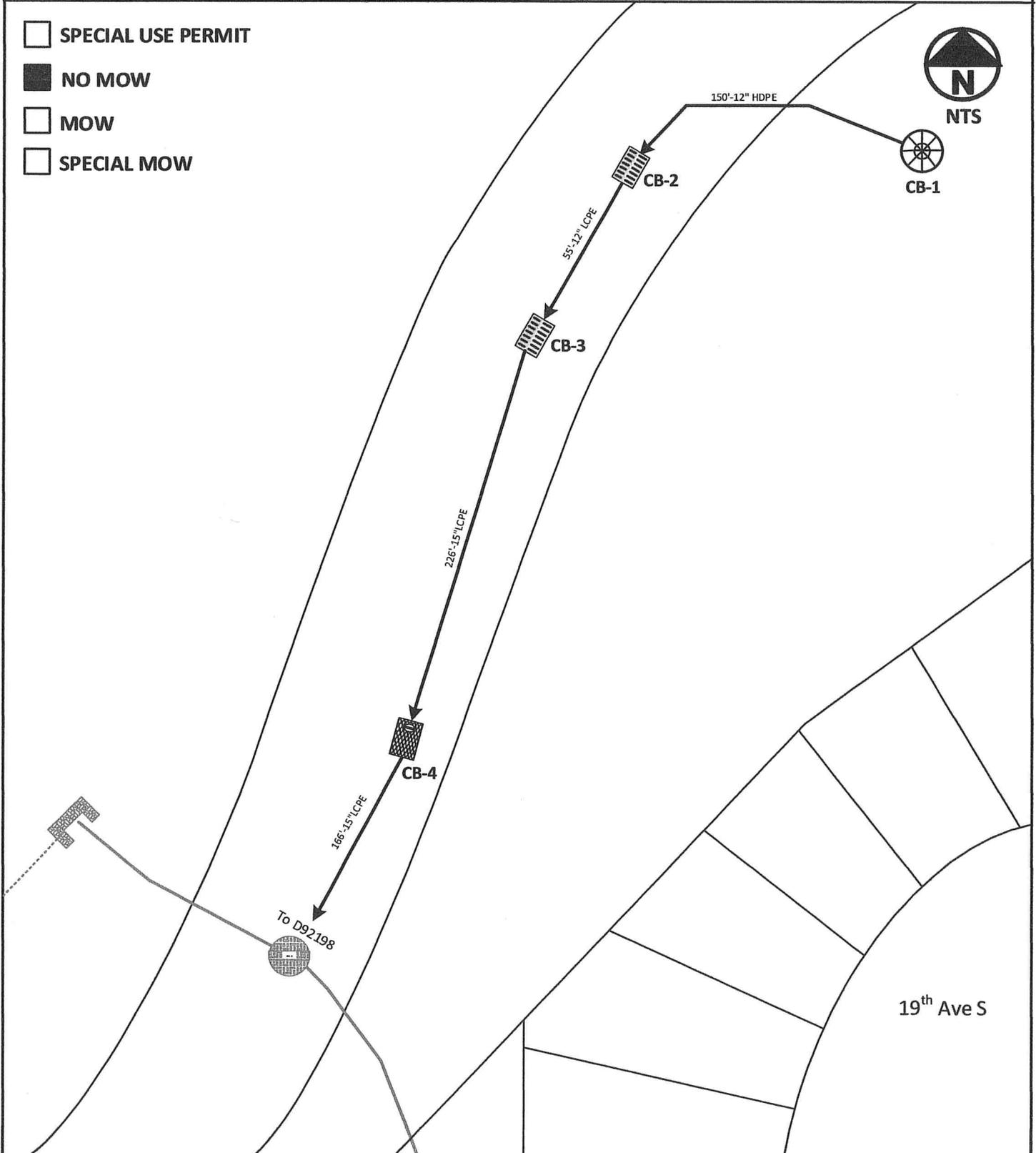




PROJECT NO.	DR0607	1036306
PROJECT	Regency Woods 4	
LOCATION	37806 21st Ct S	
KROLL PAGE	_____	BASIN <u>HYB</u>
TB PAGE	<u>775B4</u>	TYPE <u>Tightline</u>
MAINT. DIVISION	_____	DATE <u>12/4/2018</u>
	INITIALS	<u>- ALU</u>

FACILITY SKETCH

- SPECIAL USE PERMIT
- NO MOW
- MOW
- SPECIAL MOW

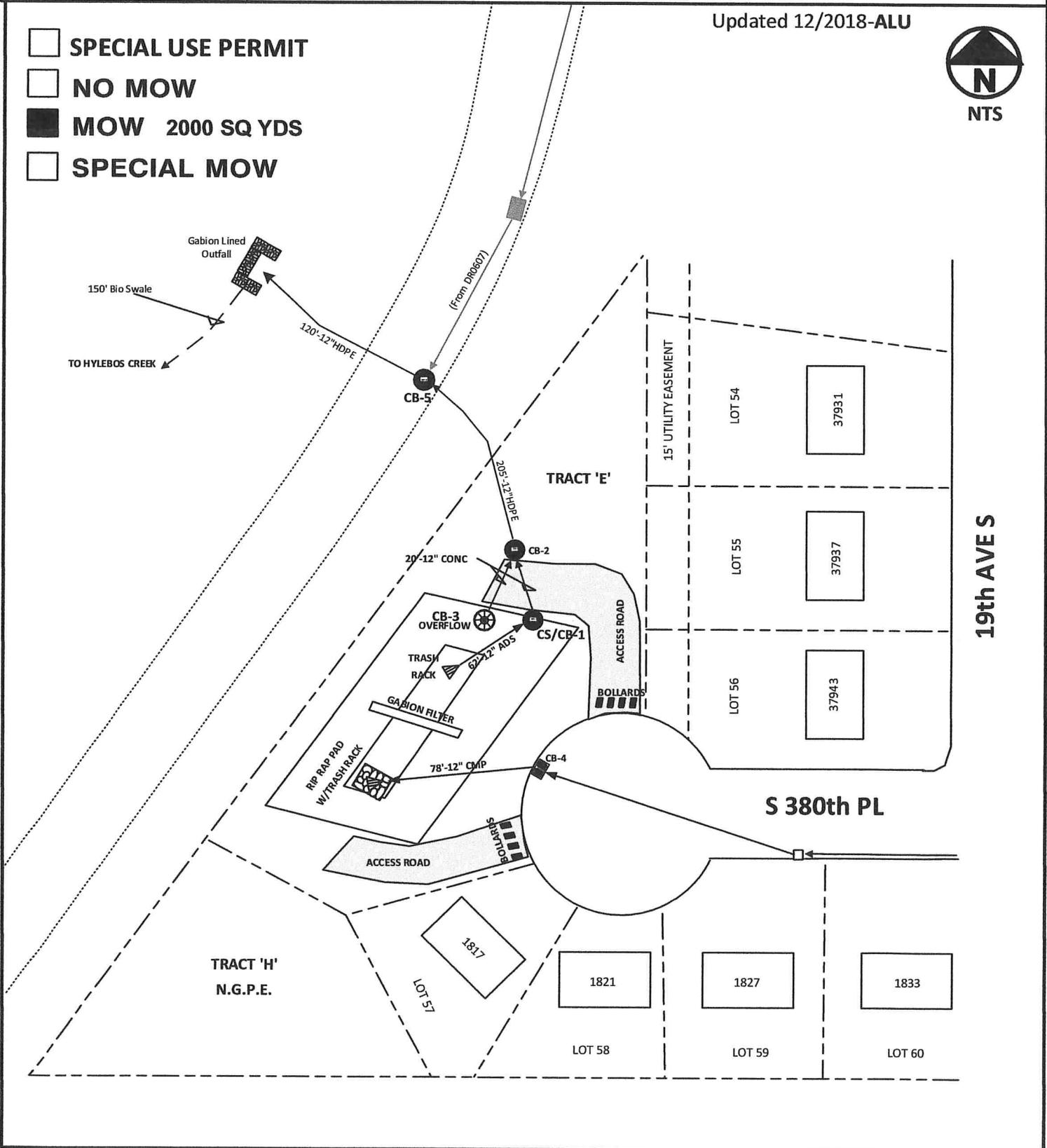




Updated 12/2018-ALU



- SPECIAL USE PERMIT
- NO MOW
- MOW 2000 SQ YDS
- SPECIAL MOW





King County

Department of Natural Resources
Water and Land Resource Division

FACILITY SKETCH SHEET

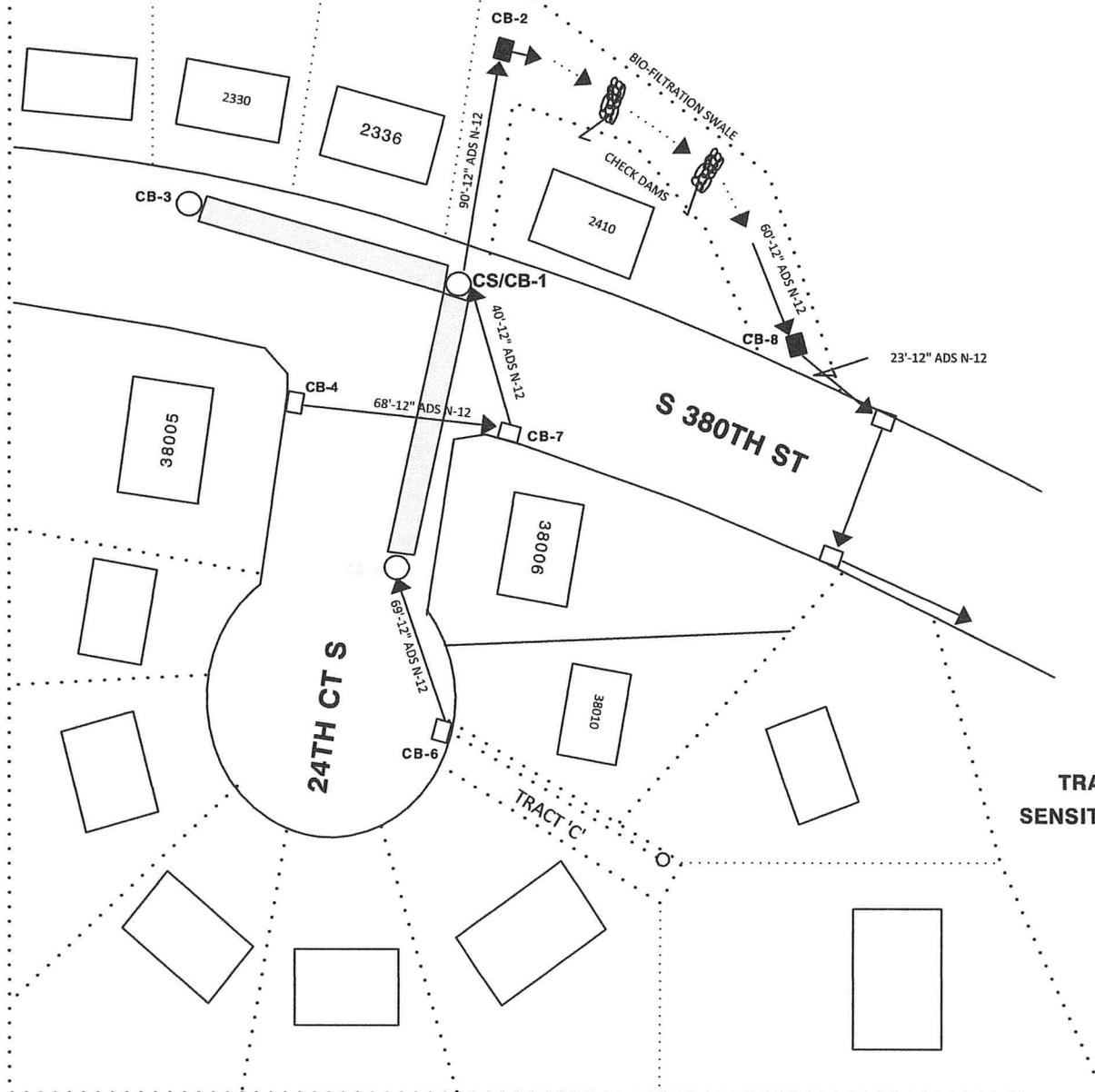
PROJECT NO.	D92175		
PROJECT	2338 S380TH ST		
LOCATION	HILL CREEK DIV. 2		
KROLL PAGE	752E	BASIN	HYLEBOS CREEK
TB PAGE	775-B4	TYPE	TANK
MAINT. DIVISION	3	DATE	3-22-95
OUT OF SERVICE	NO	INITIALS	LN

- SPECIAL USE PERMIT
- NO MOW
- MOW 150 Sq Yds
- SPECIAL MOW



TRACT 'A'
SENSITIVE AREA

TRACT 'B'
SENSITIVE AREA



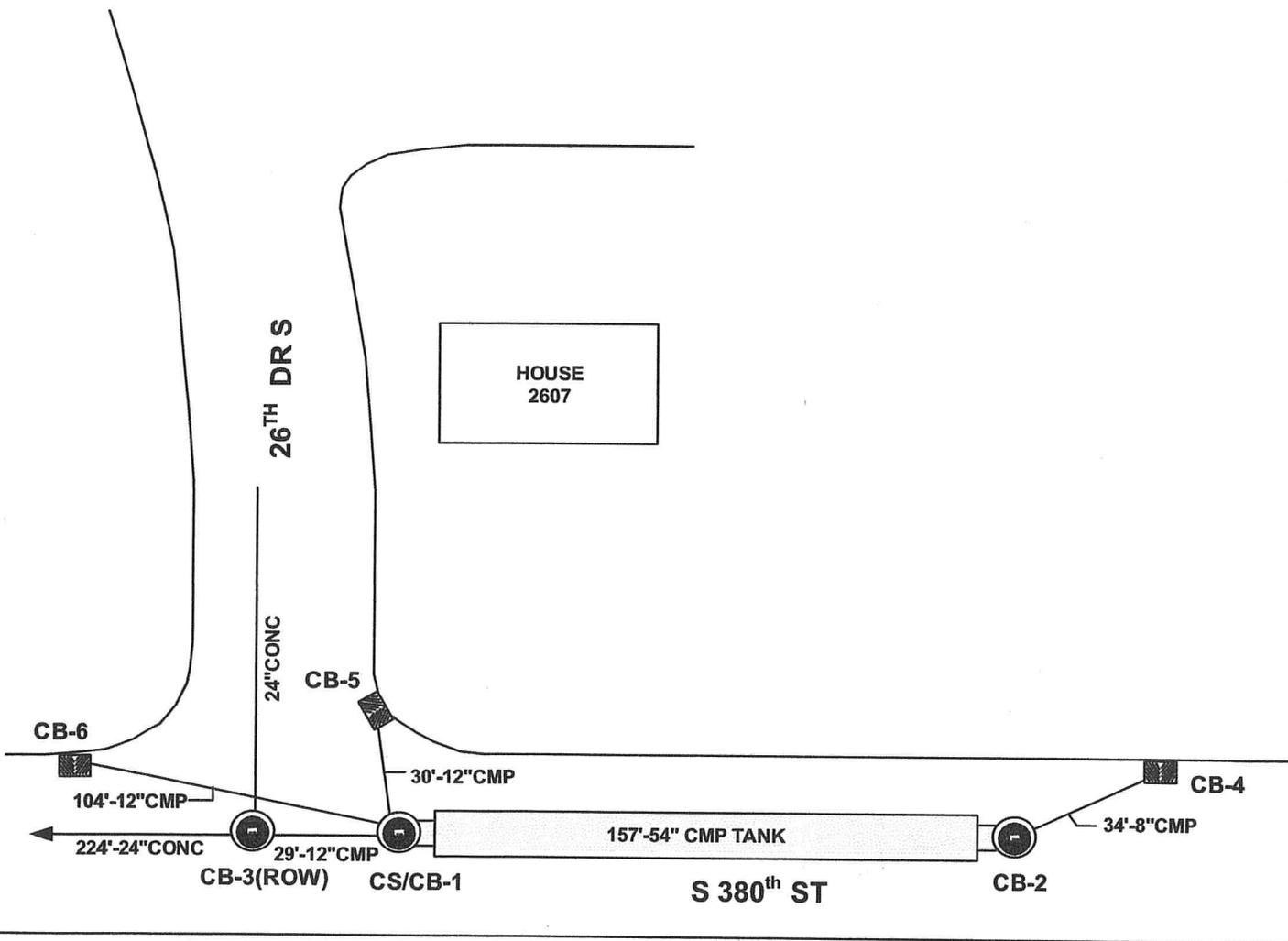


King County
 Department of Natural Resources
 Water and Land Resource Division

PROJECT NO. D90495 1036921
 PROJECT KINGS GROVE
 LOCATION 2601 - S 280TH ST
 KROLL PAGE 752 BASIN HYLEBOS CREEK
 TB PAGE 775-B4 TYPE TANK
 MAINT. DIVISION 4 DATE 10-21-14
 INITIALS - MAM

FACILITY SKETCH

- SPECIAL USE PERMIT
- NO MOW
- MOW
- SPECIAL MOW



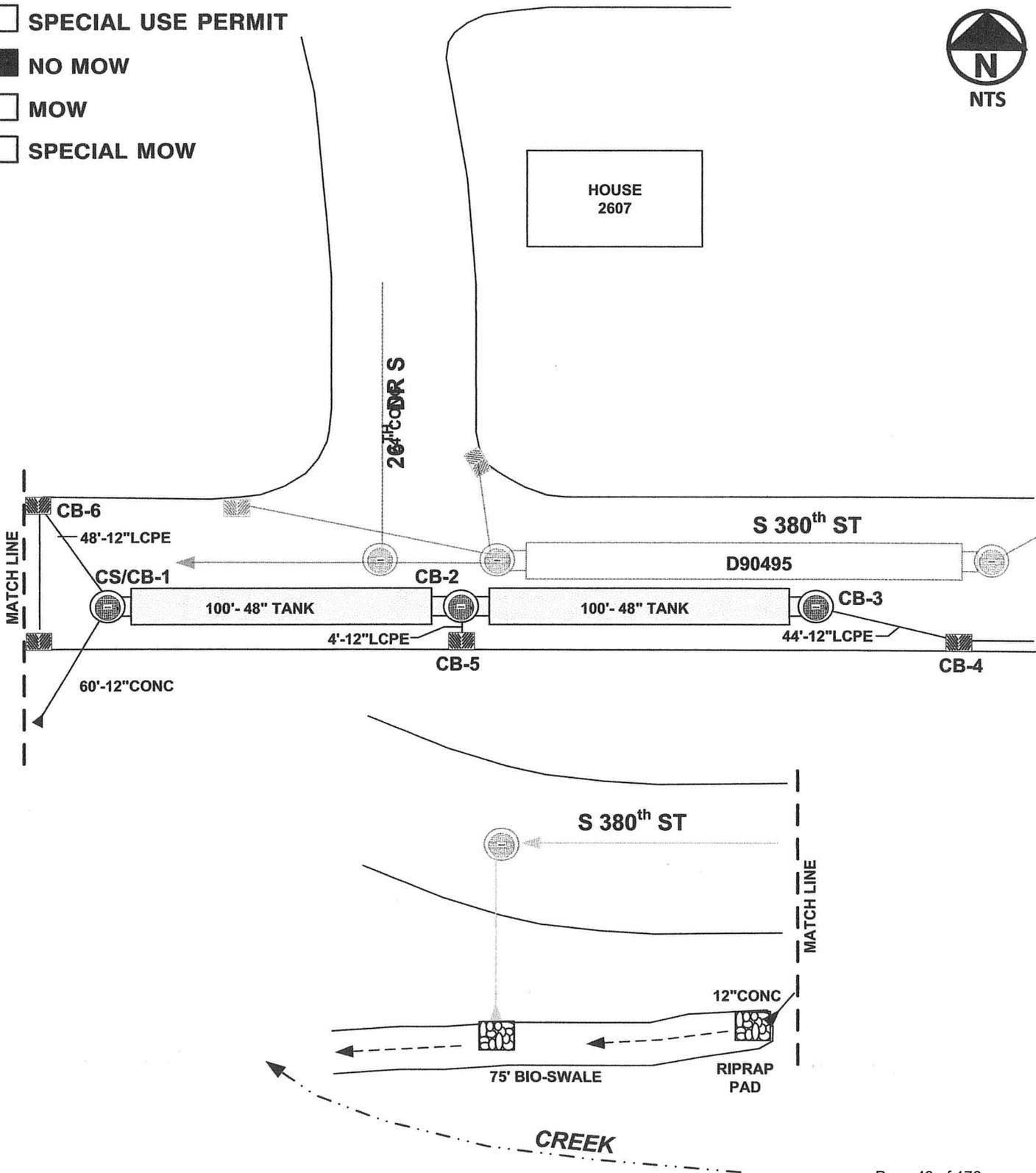


FACILITY SKETCH

- SPECIAL USE PERMIT
- NO MOW
- MOW
- SPECIAL MOW



HOUSE
2607



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To: Mayor Styron Sherrell and City Council Members
From: Nick Afzali, Public Works Director
Date: July 6, 2020
Re: **Resolution Setting Public Hearing – Land Lloyd Development Street Vacation of 380th Street**

-
- ATTACHMENTS:**
1. A copy of the petition
 2. Legal Description
 3. Map
 4. Appraisal
 5. Resolution 20-1931
-

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: “I move to pass a Resolution setting a public hearing for August 3, 2020 as described by RCW 35.79.020 for vacating the right-of-way of South 380th Street in the City of Milton.”

Fiscal Impact/Source of funds: As prescribed by Milton Municipal Code, the City will receive from the adjacent property owner’s payment of the full appraised value of the vacated property.

Issue: The City received a petition including an appraisal to vacate south 380th Street which includes unopened right-of-way within the City. City staff evaluated the petition and determined that this right-of-way is no longer useful to the City as an unopened right-of-way. A hearing will be required no less than 20, but no more than 60 days after passage of the resolution, and then passage of an Ordinance is required to complete the vacation process.

Discussion: In accordance with MMC 12.06, the owners of any property immediately adjacent to public right of way may petition the City for vacation of a portion of the public right-of-way. In this case, Land Lloyd Development Co. has petitioned the City requesting a street vacation for a portion of undeveloped unopened right-of-way of South 380th Street. Staff evaluated their proposal and have concluded that this section of unopened right-of-way is no longer needed by the City and may be vacated. City staff will be collaborating with a licensed appraisal to ensure the property has been appraised in accordance with the State’s regulations.

The City will retain easement rights over the vacated portion for future use for utilities or other such uses.

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**CITY OF MILTON
PETITION FOR VACATION OF A CITY STREET**

IN THE MATTER OF THE PETITION OF:

Bridge Development Partners 10655 NE 4th Street, Suite 210 Bellevue, WA 98004
(name) (Mailing address) (Day phone)

and others for the Vacation of

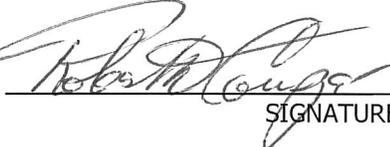
S. 380th Street
(Street Name or Number)

TO THE CITY COUNCIL OF MILTON, WASHINGTON:

(FILL IN DESCRIPTION OF PORTION OF STREET TO BE VACATED) (ATTACH MAP)

See attached Legal Description & Exhibit

We, the undersigned property owners within the City of Milton, State of Washington do petition that the above described City street be vacated:

Land Lloyd Development Co. I 
SIGNATURE

Parcel Addresses: 800 & 1100 S. 380th Street and 38000 Milton Road S.

Parcel Nos. 322104-9151, 322104-9152 & 322104-9153

(Use Additional Sheets if Necessary)

Your petitioners respectfully represent and allege that the street is useless as a part of the general street system and the public will be benefited by its vacation, and that all of your petitioners are property owners abutting said street; therefore your petitioners request the vacation of said street, as provided by law. RCW 35.79 and Milton Municipal Code 12.06.

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LEGAL DESCRIPTION

VACATION AREA

The north 30 feet of the Southwest quarter of the Southeast quarter of Section 32, Township 21 North, Range 4 East, Willamette Meridian, King County, Washington.

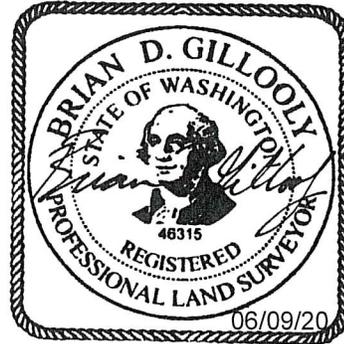
AND

The South 30 feet of the Northeast Quarter of the Southwest quarter of Section 32, Township 21 North, Range 4 East, Willamette Meridian, King County, Washington, situated Southeasterly of the Southeasterly margin of Primary State Highway No 1 (SR5).

AND

The North 30 feet of the Southeast quarter of the Southwest quarter of Section 32, Township 21 North, Range 4 East, Willamette Meridian, King County, Washington, situated Southeasterly of the Southeasterly margin of Primary State Highway No 1 (SR5).

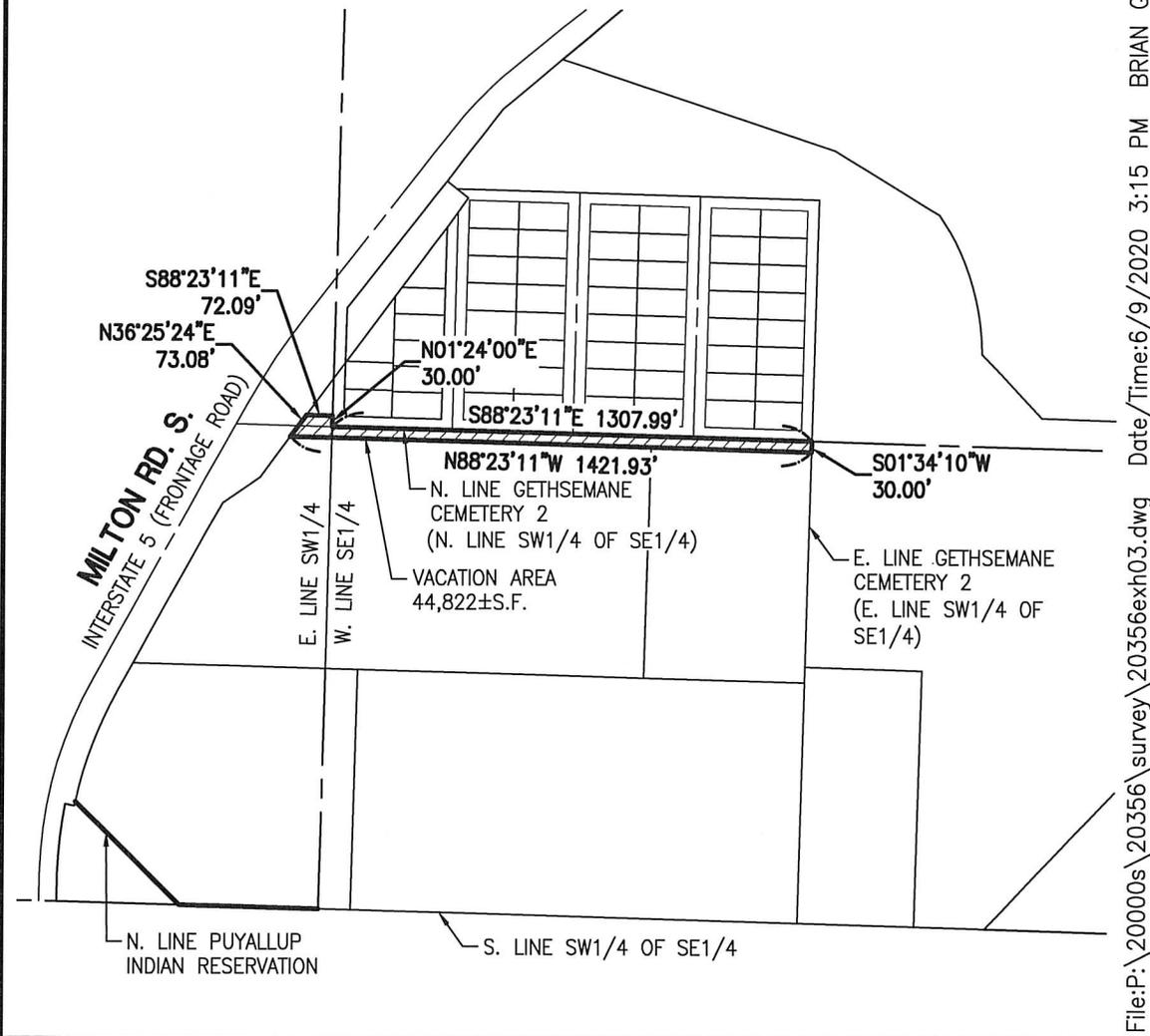
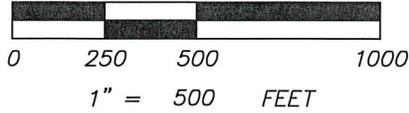
Containing 44,822 square feet, more or less.



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GRAPHIC SCALE



File:P:\20000s\20356\survey\20356exh03.dwg Date/Time:6/9/2020 3:15 PM BRIAN GILLOOLY

SCALE: HORIZONTAL 1"=80'	For: BRIDGE DEVELOPMENT PARTNERS LLC	JOB NUMBER 20356 20356L.001.DOC
 BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	Title: RIGHT-OF-WAY VACATION	SHEET 1 of 1
DESIGNED <u>BDG</u> DRAWN <u>BDG</u> CHECKED <u>BDG</u> APPROVED <u>BDG</u> DATE <u>06/09/20</u>		

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Appraisal of Real Property

Former Lloyds Pit/S. 380th Street ROW
Vacant Land - Portion of Public Right-of-Way
S. 380th Street, East of 5th Avenue
Milton, King County, Washington 98354

Prepared For:
Bridge Development Partners

Effective Date of the Appraisal:
June 4, 2020

Report Format:
Appraisal Report – Standard Format

IRR - Seattle
File Number: 154-2020-0171





Former Lloyds Pit/S. 380th Street ROW
S. 380th Street, East of 5th Avenue
Milton, Washington



June 18, 2020

Mr. Spencer Mayes
Senior Vice President
Bridge Development Partners
10655 NE 4th Street, #500
Bellevue, WA 98004

SUBJECT: Valuation of 380th Street Vacation
Former Lloyds Pit/S. 380th Street ROW
S. 380th Street, East of 5th Avenue
Milton, King County, Washington 98354
IRR - Seattle File No. 154-2020-0171

Dear Mr. Mayes:

Integra Realty Resources – Seattle is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property. The client for the assignment is Bridge Development Partners, and the intended use is for street vacation purposes.

The subject is an existing platted, but unimproved right-of-way, containing an area of 1.03 acres or 44,822 square feet that is a portion of S. 380th Street, east of 5th Avenue. The right-of-way is 30-foot wide and is proposed to be vacated by the City of Milton, for part of the Bridgepoint Lloyds Gravel Quarry project. The property is zoned PD, Planned Development.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report –

Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value of the 44,822 SF South 380th Street ROW to be Vacated (50% of Fee Simple Value)			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	June 4, 2020	\$182,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

As of the date of value, the economy (globally, nationally, and locally) was in a state of rapid transition with a widespread expectation of the imminent onset of a significant recession. The outbreak of COVID-19 (coronavirus disease of 2019) in China was declared a global pandemic by the World Health Organization (WHO) on March 11, 2020. Some market deterioration had occurred shortly before this date, but the declaration by the WHO soon led to municipal and statewide orders to "shelter in place," causing widespread closures of businesses and a massive disruption to general commerce.

The status of economic conditions is changing rapidly, creating great uncertainty in the markets. Our analysis of these and related issues is presented in the attached report. The value expressed herein represents our opinion based on the best available data reflective as of the date of value. While values are always subject to change over time, we caution the reader that in the current economic climate, market volatility creates the potential for a more significant change in value over a relatively short period of time.

Mr. Spencer Mayes
Bridge Development Partners
June 18, 2020
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - SEATTLE



Allen Safer, MAI, MRICS
Certified General Real Estate Appraiser
Washington Certificate # 1100662
Telephone: 206.436.1190
Email: asafer@irr.com

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Executive Summary

Property Name	Former Lloyds Pit/S. 380th Street ROW	
Address	S. 380th Street, East of 5th Avenue Milton, King County, Washington 98354	
Property Type	Land - Commercial	
Owner of Record	City of Milton	
Tax ID	Ptn. S. 380th St.	
Land Area	1.03 acres; 44,822 SF	
Zoning Designation	PD, Planned Development	
Highest and Best Use	Industrial use	
Exposure Time; Marketing Period	6-12 months; months	
Effective Date of the Appraisal	June 4, 2020	
Date of the Report	June 18, 2020	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	6	
Range of Sale Dates	Nov 16 to Nov 18	
Range of Prices per Usable SF (Unadjusted)	\$7.75 - \$22.80	
Market Value Conclusion - Subject ROW*	\$182,000	(\$4.05/Usable SF)*

* 50% of fee simple

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Bridge Development Partners may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

General Information

Identification of Subject

The subject is an existing platted, but unimproved right-of-way, containing an area of 1.03 acres or 44,822 square feet that is a portion of S. 380th Street, east of 5th Avenue. The right-of-way is 30-foot wide and is proposed to be vacated by the City of Milton, for part of the Bridgepoint Lloyds Gravel Quarry project. The property is zoned PD, Planned Development.



Property Identification

Property Name	Former Lloyds Pit/S. 380th Street
Address	S. 380th Street, East of 5th Avenue Milton, Washington 98354
Tax ID	Ptn. S. 380th St.
Owner of Record	City of Milton

Current Ownership and Sale History

The property is part of an undeveloped public right of way, with title assumed to be vested in the City of Milton. To the best of our knowledge, no sale or transfer of ownership has occurred within the past three years.

Pending Transactions

To the best of our knowledge, as of the effective date of this appraisal, Bridge Development LLC intends to petition that the subject property be vacated by the City of Milton. Per Milton City Code, Chapter 12.06, *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 when the council deems it to be in the best interest of the city, all or any portion of the compensation may be waived.*

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property as of the effective date of the appraisal, June 4, 2020. The date of the report is June 18, 2020. The appraisal is valid only as of the stated effective date or dates.

The surrounding property owner, Land Lloyd Development Company, Inc., intends to ground lease the property to Bridge Development LLC for re-development of the site with an industrial use. Bridge Development LLC intends to petition the City of Milton to vacate South 380th Street, extending east from 5th Avenue. The proposed vacation area is approximately 30 feet wide and 1,425 feet long.

Definition of Market Value

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of Property Rights Appraised

Fee simple estate is defined as, “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Intended Use and User

The intended use of the appraisal is for street vacation purposes. The client is Bridge Development Partners. The intended users are Bridge Development Partners and the City of Milton. The appraisal is not intended for any other use or user. No party or parties other than Bridge Development Partners and the City of Milton may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Allen Safer, MAI, MRICS, conducted an on-site inspection of the property on June 4, 2020.

Significant Appraisal Assistance

It is acknowledged that Matthew Bacon, MAI made a significant professional contribution to this appraisal, consisting of conducting research on the subject and transactions involving comparable properties, performing appraisal analyses, and assisting in report writing, under the supervision of the person signing the report.

Economic Analysis

The reader is reminded that the demographics presented on this and the following pages were gathered during the period that preceded the COVID-19 pandemic and imminent recession. The data provides useful information for purposes of considering the population and economy of the local area under stabilized market conditions. However, job losses, unemployment (overall and in different sectors), impaired commerce, and reduced income levels will result in demographic statistics after February 2020 that do not follow the stabilized trend that would have been expected based only on a review of data through 2019 and the first few weeks of 2020.

Seattle MSA Area Analysis

The Seattle-Tacoma-Bellevue Metropolitan Statistical Area (hereafter called the Seattle MSA) lies in the northwest corner of the continental United States on Puget Sound, a saltwater arm of the Pacific Ocean 110 miles to the west. Situated in western Washington, the Seattle MSA is 5,872 square miles in size and is the 15th most populous metropolitan area in the nation. The Seattle MSA, as defined by the U.S. Office of Management and Budget, comprises King, Pierce and Snohomish Counties and has the largest concentration of population north of San Francisco and west of Chicago.



Seattle is the economic and cultural capital of the northwestern United States. With a number of major corporations headquartered in or near the city, Seattle is also the leading financial center of the Pacific Northwest. Both Seattle and Tacoma possess modern ports on excellent deep-water harbors and as a result, the Seattle MSA has good transportation connections to the outside world. The growth of the Pacific Northwest helped propel Seattle to its current stature and the economic expansion of the Pacific Rim is expected to sustain the Seattle MSA's growth well into the future.

Population

The Seattle MSA has an estimated 2020 population of 4,028,850, which represents an average annual 1.6% increase over the 2010 census of 3,439,809. The Seattle MSA added an average of 58,904 residents per year over the 2010-2020 period, and its annual growth rate exceeded the State of Washington rate of 1.4%.

Looking forward, the Seattle MSA's population is projected to increase at a 1.3% annual rate from 2020-2025, equivalent to the addition of an average of 54,418 residents per year. The Seattle MSA's growth rate is expected to exceed that of Washington, which is projected to be 1.2%.

	Population			Compound Ann. % Chng	
	2010 Census	2020 Estimate	2025 Projection	2010 - 2020	2020 - 2025
98354	7,384	8,376	8,944	1.3%	1.3%
Seattle MSA	3,439,809	4,028,850	4,300,940	1.6%	1.3%
Washington	6,724,540	7,702,023	8,179,459	1.4%	1.2%

Source: Environics Analytics

Employment

Total employment in the Seattle MSA was estimated at 2,119,600 jobs at year-end 2019. Between year-end 2009 and 2019, employment rose by 449,800 jobs, equivalent to a 26.9% increase over the entire period. There were gains in employment in ten out of the past ten years, as the national economy expanded following the downturn of 2007-2009. The Seattle MSA's rate of employment growth over the last decade surpassed that of Washington, which experienced an increase in employment of 23.9% or 677,400 jobs over this period.

Employment Trends						
Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Seattle MSA	% Change	Washington	% Change	Seattle MSA	Washington
2009	1,669,800		2,832,200		8.7%	9.1%
2010	1,688,100	1.1%	2,859,100	0.9%	9.7%	10.0%
2011	1,719,100	1.8%	2,895,700	1.3%	8.7%	9.3%
2012	1,764,100	2.6%	2,955,000	2.0%	7.2%	8.1%
2013	1,814,600	2.9%	3,024,100	2.3%	5.9%	7.0%
2014	1,867,800	2.9%	3,107,100	2.7%	5.3%	6.1%
2015	1,923,100	3.0%	3,189,200	2.6%	4.8%	5.6%
2016	1,983,600	3.1%	3,287,300	3.1%	4.4%	5.3%
2017	2,027,500	2.2%	3,362,100	2.3%	4.1%	4.7%
2018	2,070,000	2.1%	3,434,400	2.2%	3.9%	4.5%
2019	2,119,600	2.4%	3,509,600	2.2%	3.5%	4.3%
Overall Change 2009-2019	449,800	26.9%	677,400	23.9%		
Avg Unemp. Rate 2009-2019					6.0%	6.7%
Unemployment Rate - April 2020					16.7%	15.8%

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Current Employment Survey (CES). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Major employers in the Seattle MSA are shown in the following table.

Major Employers - Seattle MSA		
	Name	Number of Employees
1	Boeing Company	71,829
2	Joint Base Lewis-McChord	54,000
3	Microsoft Corporation	53,973
4	Amazon	53,500
5	University of Washington Seattle	46,824
6	Navy Region Northwest	46,015
7	Providence St. Joseph Health	43,000
8	Safeway Inc. & Albertsons LLC	21,320
9	Walmart Inc.	19,412
10	Costco Wholesale Corporation	18,010

Source: Puget Sound Business Journal, 7/1/2019; The List (ranked by current statewide employment); www.boeing.com; news.microsoft.com/facts-about-microsoft

Gross Domestic Product

The Seattle MSA is the eleventh largest metropolitan area economy in the nation based on Gross Domestic Product (GDP).

Economic growth, as measured by annual changes in GDP, has been considerably higher in the Seattle MSA than Washington overall during the past eight years. The Seattle MSA has grown at a 4.8% average annual rate while Washington has grown at a 4.0% rate.

The Seattle MSA has a per capita GDP of \$90,284, which is 33% greater than Washington's GDP of \$67,901. This means that Seattle MSA industries and employers are adding relatively more value to the economy than their counterparts in Washington.

Gross Domestic Product				
Year	(\$,000s)		(\$,000s)	
	Seattle MSA	% Change	Washington	% Change
2011	256,694,112		387,832,400	
2012	269,668,824	5.1%	400,863,300	3.4%
2013	278,883,107	3.4%	411,140,600	2.6%
2014	290,949,071	4.3%	425,762,500	3.6%
2015	304,333,821	4.6%	444,318,500	4.4%
2016	315,094,519	3.5%	459,754,300	3.5%
2017	332,835,662	5.6%	483,773,400	5.2%
2018	355,662,749	6.9%	511,672,400	5.8%
Compound % Chg (2011-2018)		4.8%		4.0%
GDP Per Capita 2018	\$90,284		\$67,901	

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2019. The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2012 dollars.

Income, Education and Age

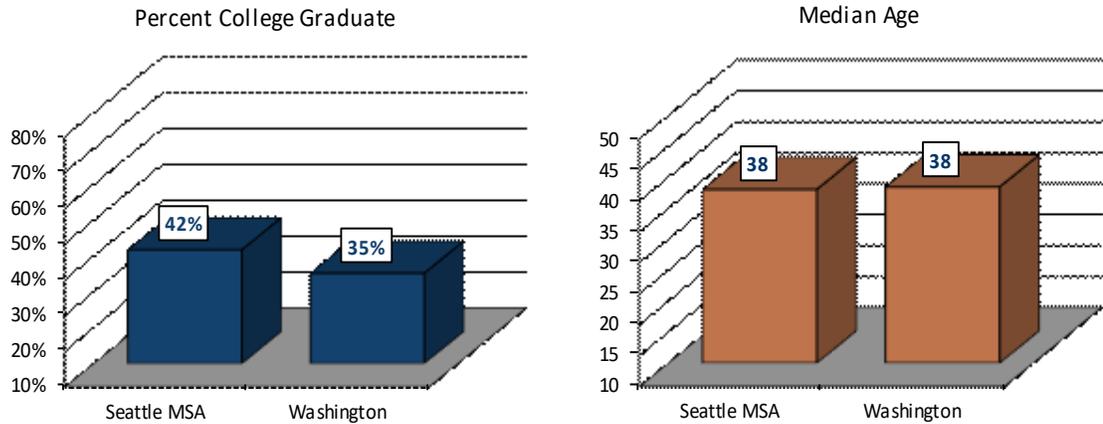
The Seattle MSA is more affluent than Washington. Median household income for the Seattle MSA is \$92,525, which is 18.6% greater than the corresponding figure for Washington.

Median Household Income - 2020	
	Median
Seattle MSA	\$92,525
Washington	\$78,042
Comparison of Seattle MSA to Washington	+ 18.6%

Source: Environics Analytics

Residents of the Seattle MSA have a higher level of educational attainment than those of Washington. An estimated 42% of Seattle MSA residents are college graduates with four-year degrees, versus 35% of Washington residents. People in the Seattle MSA are similar in age to their Washington counterparts. The median age of both the Seattle MSA and Washington is 38 years.

Education & Age - 2020



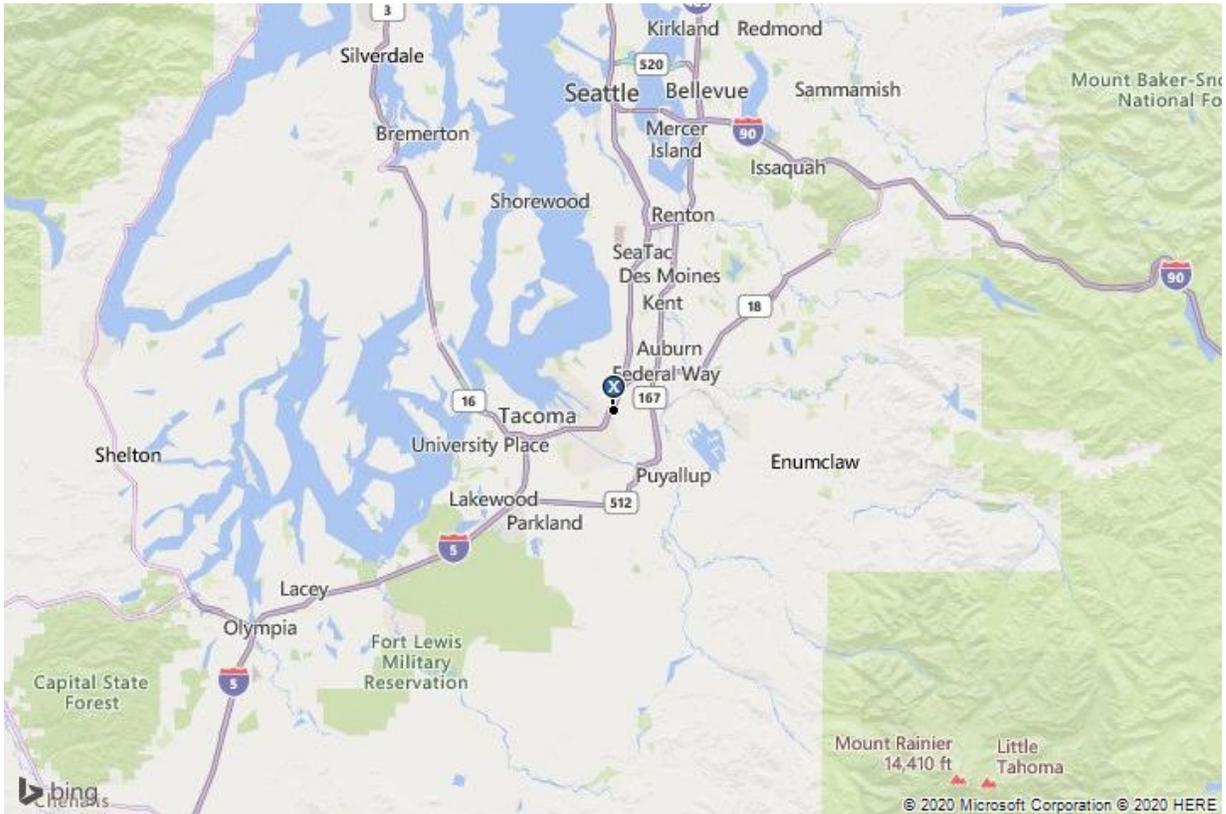
Source: Environics Analytics

Conclusion

The Seattle MSA economy has benefited from a growing population base and higher income and education levels. The Seattle MSA experienced growth in the number of jobs up through the first part of March 2020 and has maintained a consistently lower unemployment rate than Washington over the past decade. Moreover, the Seattle MSA has exhibited both a higher rate of GDP growth and a higher level of GDP per capita than Washington and much of the country overall. It is too soon to make predictions at this time about the economy and employment due to the effects of the coronavirus pandemic around the world. The Puget Sound region and Washington as a whole are better poised to recover due to its employment diversity, and the quick reaction by state leaders to the virus threat, and they are in the process of planning a cautious and careful reopening of the economy along with Oregon and California.

As previously referenced, COVID-19 has pushed the economy at all levels into a recession which has yet to be statistically proven or definitively quantified. Therefore, the statistical summary of the region provided above must be considered in light of the fact that economic indicators available in the near future will show a substantial contraction of economic activity beginning in the first quarter of 2020. This issue is discussed more fully after the Market Analysis section of this report.

Area Map



Surrounding Area Analysis

Location

The subject is located in the northern portion of the City of Milton, at the southern edge of King County.

Access and Linkages

Primary highway access to the area is via Interstate 5, which is the primary freeway through the Seattle metro area. On- and off-ramps are accessed approximately 2.5 miles to the south via 54th Avenue East and approximately two miles north via South 348th Street. Main arterials in the area are Milton Way, Porter Way and Meridian Avenue East.

Secondary highway access is provided by State Route 18, which provides east-west access to the Kent Industrial valley to the east and eventually to I-90 in Snoqualmie. The SR-18 and I-5 interchange is approximately two miles north of the subject.

Public transportation is provided by Pierce Transit providing access south to Sumner, Puyallup, Tacoma, and other Pierce County cities. In addition, Sound Transit provides access north to Auburn, Kent and throughout King County. Overall, the primary mode of transportation in the area is the automobile. Overall, the primary mode of transportation in the area is the automobile.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics						
2020 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	98354	Seattle MSA	Washington
Population 2010	6,138	53,109	167,739	7,384	3,439,809	6,724,540
Population 2020	7,246	63,025	192,220	8,376	4,028,850	7,702,023
Population 2025	7,796	67,873	205,012	8,944	4,300,940	8,179,459
Compound % Change 2010-2020	1.7%	1.7%	1.4%	1.3%	1.6%	1.4%
Compound % Change 2020-2025	1.5%	1.5%	1.3%	1.3%	1.3%	1.2%
Households 2010	2,257	20,041	62,441	3,007	1,357,475	2,620,076
Households 2020	2,642	23,650	71,188	3,378	1,596,157	3,024,149
Households 2025	2,837	25,441	75,883	3,595	1,705,175	3,218,930
Compound % Change 2010-2020	1.6%	1.7%	1.3%	1.2%	1.6%	1.4%
Compound % Change 2020-2025	1.4%	1.5%	1.3%	1.3%	1.3%	1.3%
Median Household Income 2020	\$92,008	\$81,047	\$77,451	\$84,556	\$92,525	\$78,042
Average Household Size	2.7	2.7	2.7	2.5	2.5	2.5
College Graduate %	31%	27%	26%	27%	42%	35%
Median Age	37	36	37	37	38	38
Owner Occupied %	74%	59%	61%	58%	61%	63%
Renter Occupied %	26%	41%	39%	42%	39%	37%
Median Owner Occupied Housing Value	\$395,630	\$399,297	\$372,614	\$370,192	\$508,100	\$390,367
Median Year Structure Built	1991	1990	1986	1990	1985	1985
Average Travel Time to Work in Minutes	37	34	36	35	34	30

Source: EnviroNics Analytics

As shown above, the current population within a 3-mile radius of the subject is 63,025, and the average household size is 2.7. Population in the area has grown since the 2010 census, and this trend is projected to continue over the next five years. Compared to the Seattle MSA overall, the population within a 3-mile radius is projected to grow at a faster rate.

Median household income is \$81,047, which is lower than the household income for the Seattle MSA. Residents within a 3-mile radius have a considerably lower level of educational attainment than those of the Seattle MSA, while median owner-occupied home values are considerably lower.

Demand Generators

Milton is smaller sized, residential city, with a current population of roughly 7,000. Nearby employment centers include:

- the Tacoma CBD, which is just over five miles to the southwest of the subject
- the Port of Tacoma, which is approximately three miles southwest of the subject
- the Kent River Industrial Valley, which includes the cities of Kent, Auburn, Algona, and Pacific. This area is approximately four miles northwest of the subject, via SR-18.

Land Use

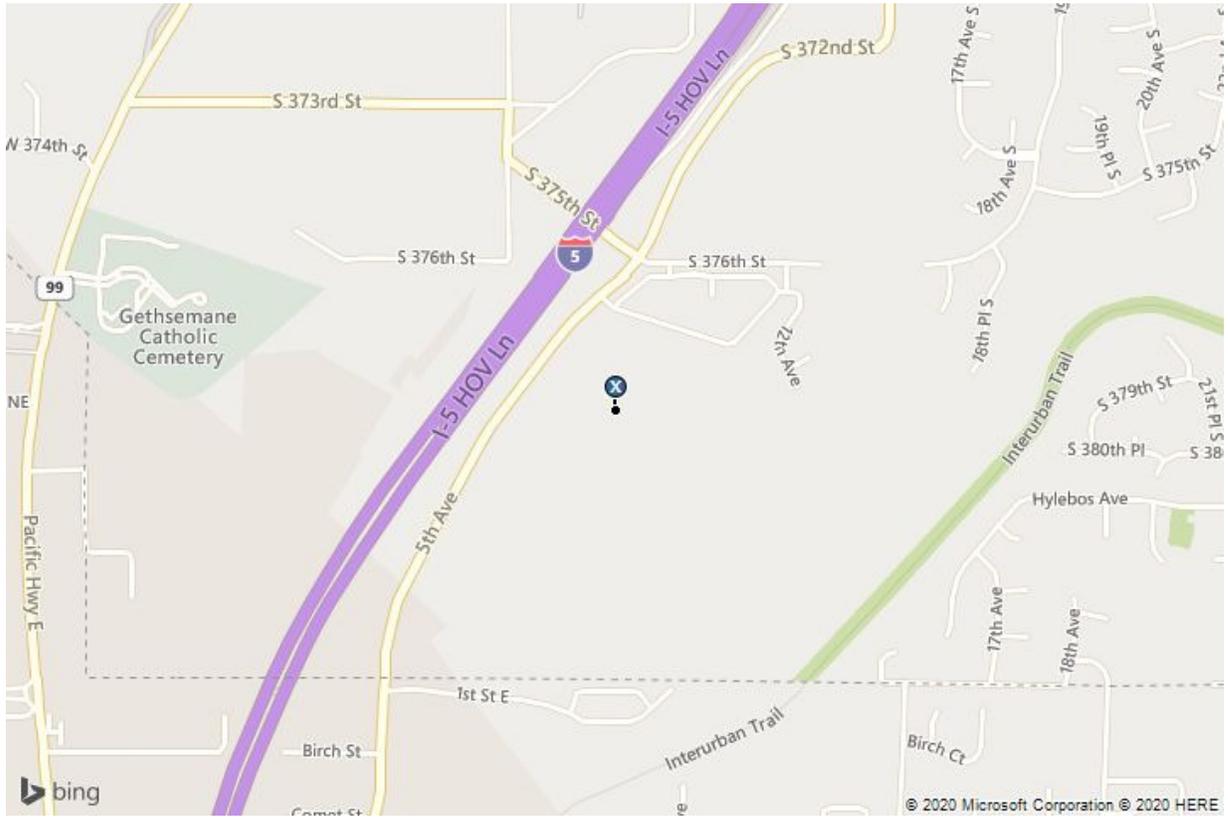
The area is suburban in character and approximately 80% developed. Land uses in the area vary from a former gravel pit (surrounding the subject right-of-way), light industrial uses, multifamily, assisted living/senior housing, and single-family residential uses. Just under one mile to the north is the Wild Waves Theme and Water Park.

During the last five years, development has been a mixture of industrial, retail, and residential uses. The pace of development had generally been steady over this time, up to March 2020 when the COVID-19 pandemic was declared.

Outlook and Conclusions

The area is in the stable stage of its life cycle. While property values have been consistently improving in recent years, in light of the current COVID pandemic, we anticipate that property values will remain stable in the near future.

Surrounding Area Map



Industrial Market Analysis

As referenced previously, the data presented in the following section is based on historical reporting and pre-COVID-19. At the conclusion of this section, market factors impacting current economic trends will be analyzed and to what extent they may impact property valuation assumptions.

Metro Area Overview

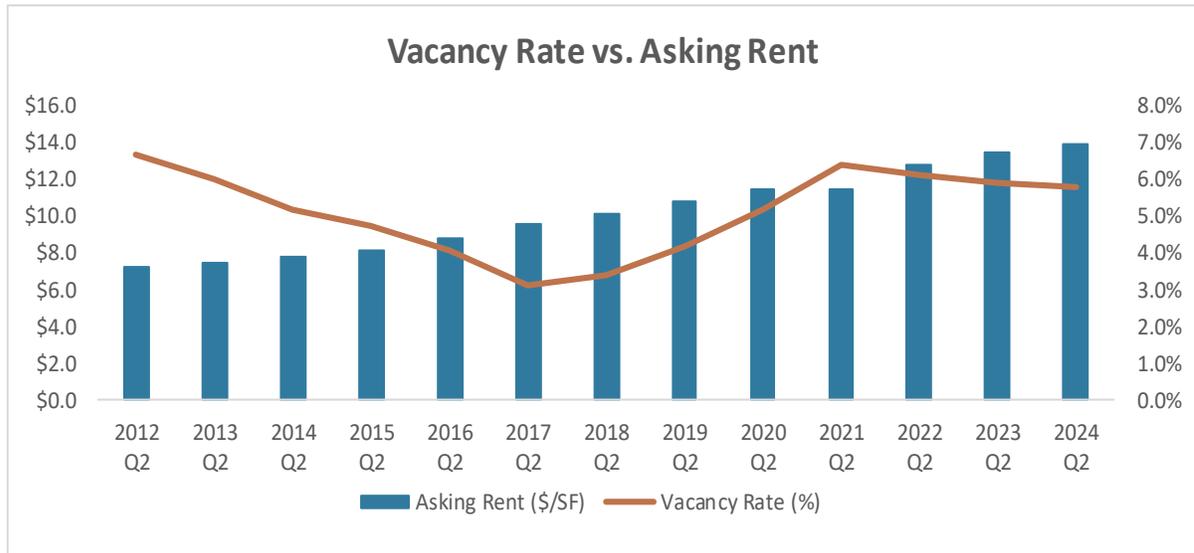
The subject is located in the Seattle - WA metro area as defined by CoStar. Trended supply and demand statistics, including inventory levels, absorption, vacancy, and rental rates for all classes of space are presented in the ensuing table.

All Industrial Seattle - WA Metro Trends

Period	Stock	Demand	Vacancy	Net Completions 12 Months	Under Construction Stock	Net Absorption 12 Months	Asking Rent	Rent Growth 12 Month	Price Growth	Cap Rate
2012 Q2	305,629,349	285,184,700	6.69%	-636,344	510,940	3,580,028	\$7.25	2.16%	5.43%	6.49%
2013 Q2	305,270,079	286,936,500	6.01%	-359,270	3,610,104	1,751,852	\$7.44	2.59%	4.75%	6.35%
2014 Q2	307,954,589	292,094,900	5.15%	2,684,510	3,575,834	5,158,410	\$7.76	4.24%	8.26%	6.13%
2015 Q2	309,732,391	295,130,400	4.71%	1,777,802	3,787,134	3,035,457	\$8.13	4.85%	9.76%	5.87%
2016 Q2	314,307,372	301,575,700	4.05%	4,574,981	1,786,729	6,445,319	\$8.74	7.47%	10.34%	5.66%
2017 Q2	316,885,555	306,912,700	3.15%	2,578,183	4,245,427	5,343,043	\$9.53	9.01%	10.43%	5.49%
2018 Q2	320,702,489	309,878,900	3.37%	3,816,934	4,628,474	2,984,245	\$10.15	6.54%	10.49%	5.32%
2019 Q2	326,118,653	312,478,700	4.18%	5,394,964	3,364,410	2,578,543	\$10.79	6.34%	11.74%	5.15%
2020 Q2	328,782,548	311,706,100	5.19%	2,663,895	0	-855,212	\$11.43	5.88%	6.94%	5.11%
2021 Q2	331,824,641	310,706,800	6.36%	3,042,093	0	-994,273	\$11.43	0.00%	-11.80%	5.60%
2022 Q2	333,394,647	312,963,300	6.13%	1,570,006	0	2,264,857	\$12.78	11.82%	20.09%	5.26%
2023 Q2	336,147,060	316,333,000	5.89%	2,752,413	0	3,377,153	\$13.43	5.06%	6.36%	5.25%
2024 Q2	338,627,006	319,133,700	5.76%	2,479,946	0	2,806,684	\$13.94	3.82%	3.53%	5.28%

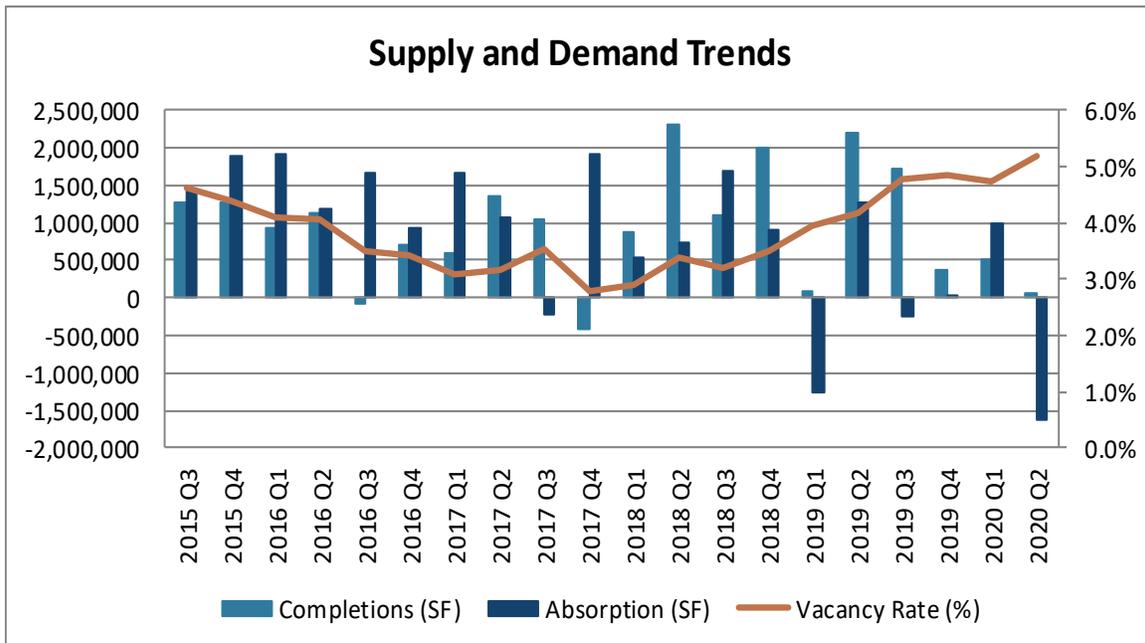
Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

Seattle - WA Metro Trends and Forecasts



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

- The current vacancy rate in the metro area is 5.19%; the vacancy rate has increased by 182 bps from 2018 Q2.
- Two-year Base Case forecasts project a 6.13% vacancy rate in the metro area, representing an increase of 93 bps by 2022 Q2.
- Asking rent averages \$11.43/SF in the metro area, and values have increased by 12.61% from 2018 Q2.
- Two-year Base Case forecasts project a \$12.78/SF asking rent in the metro area, representing an increase of 11.82% by 2022 Q2.



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

- The total stock (SF) has increased by 2.52% from 2018 Q2, while the demand has increased by 0.59%.
- Between 2015 Q3 and 2020 Q2, net completions in the metro area have averaged 3,805,791 SF annually, and reached a peak of 2,303,477 SF in 2018 Q2.
- Between 2015 Q3 and 2020 Q2, net absorption in the metro area has averaged 3,299,188 SF annually, and reached a peak of 1,921,690 SF in 2017 Q4.

Submarket Overview

The subject is located in the Auburn submarket as defined by CoStar. Trended supply and demand statistics, including inventory levels, absorption, vacancy, and rental rates for all classes of space are presented in the following table.

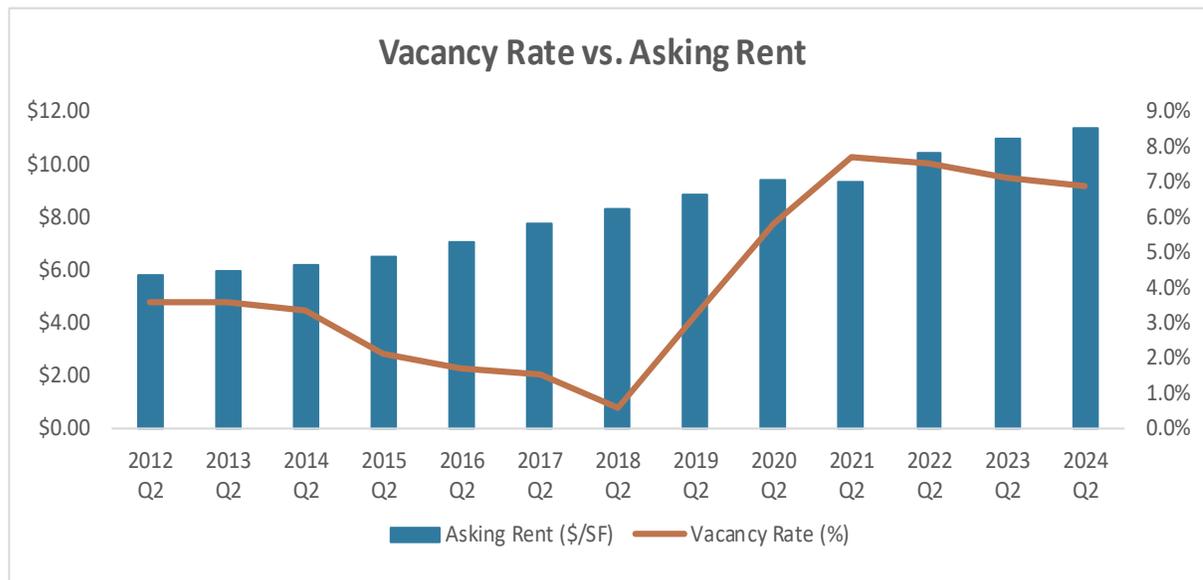
All Industrial Auburn Submarket Trends

Period	Stock	Demand	Vacancy	Net Completions 12 Months	Under Construction Stock	Net Absorption 12 Months	Asking Rent	Rent Growth 12 Month	Price Growth	Cap Rate
2012 Q2	27,105,071	26,139,100	3.56%	193,998	0	587,316	\$5.79	2.70%	5.04%	6.44%
2013 Q2	27,099,010	26,130,400	3.57%	-6,061	144,357	-8,717	\$5.92	2.27%	4.40%	6.32%
2014 Q2	27,292,367	26,388,000	3.31%	193,357	93,480	257,638	\$6.19	4.60%	8.29%	6.10%
2015 Q2	27,465,382	26,893,200	2.08%	173,015	0	505,131	\$6.51	5.15%	8.96%	5.86%
2016 Q2	27,465,382	26,993,900	1.72%	0	0	100,709	\$7.03	7.98%	9.38%	5.67%
2017 Q2	27,480,306	27,055,600	1.55%	14,924	336,000	61,740	\$7.74	10.03%	10.15%	5.49%
2018 Q2	27,544,606	27,387,300	0.57%	64,300	559,832	331,627	\$8.28	7.04%	10.68%	5.31%
2019 Q2	28,104,438	27,207,500	3.19%	559,832	0	-179,768	\$8.80	6.20%	14.22%	5.09%
2020 Q2	28,104,438	26,477,800	5.79%	0	0	-729,695	\$9.34	6.22%	6.58%	5.06%
2021 Q2	28,297,573	26,128,100	7.67%	193,135	0	-349,379	\$9.34	-0.09%	-11.92%	5.55%
2022 Q2	28,375,558	26,253,600	7.48%	77,985	0	126,126	\$10.43	11.72%	20.11%	5.21%
2023 Q2	28,512,254	26,481,900	7.12%	136,696	0	228,859	\$10.95	4.98%	6.33%	5.20%
2024 Q2	28,635,366	26,663,700	6.89%	123,112	0	182,310	\$11.36	3.76%	3.50%	5.23%

Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

- The Auburn submarket comprises 8.5% of the metro building stock and 8.5% of the metro building demand.
- The vacancy rate in the Auburn submarket is 5.79%, which is greater than the metro area's average of 5.19%.
- Auburn market rate is \$9.34/SF which is less than the metro area's average rate of \$11.43/SF.

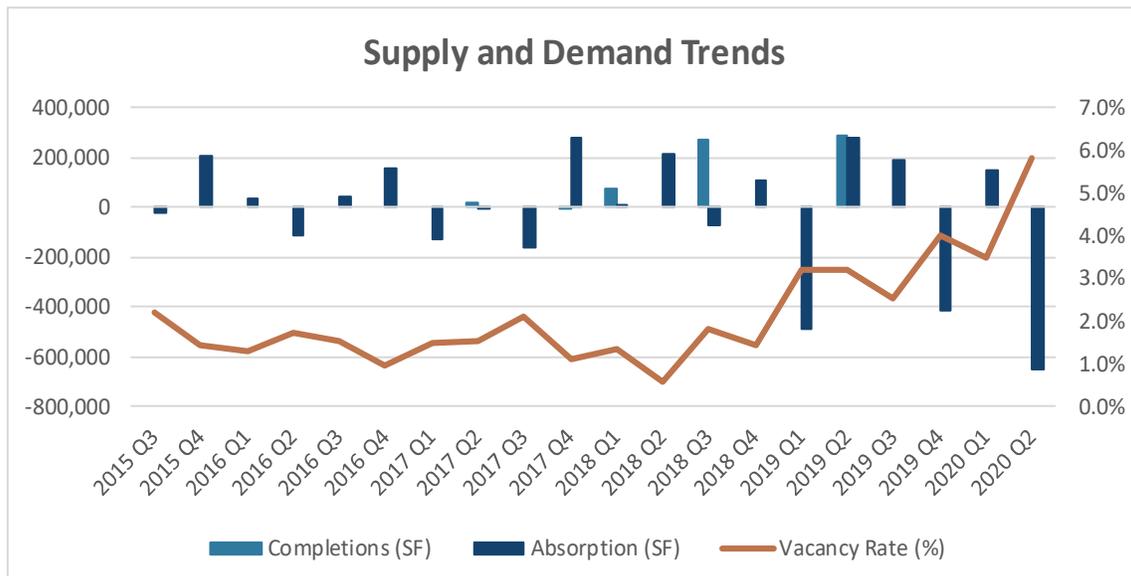
Auburn Submarket Trends and Forecasts



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.



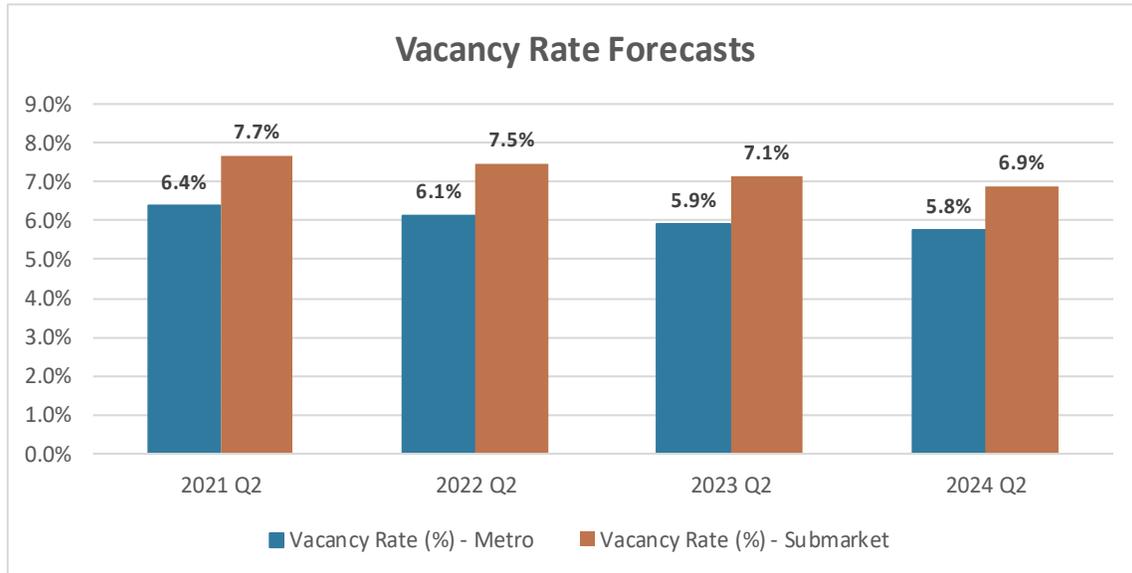
- The current vacancy rate in the submarket area is 5.79%; the vacancy rate has increased by 522 bps from 2018 Q2.
- Two-year Base Case forecasts project a 7.48% vacancy rate in the submarket area, representing an increase of 169 bps by 2022 Q2.
- Asking rent averages \$9.34/SF in the submarket area, and values have increased by 12.86% from 2018 Q2.
- Two-year Base Case forecasts project a \$10.43/SF asking rent in the submarket area, representing an increase of 11.66% by 2022 Q2.



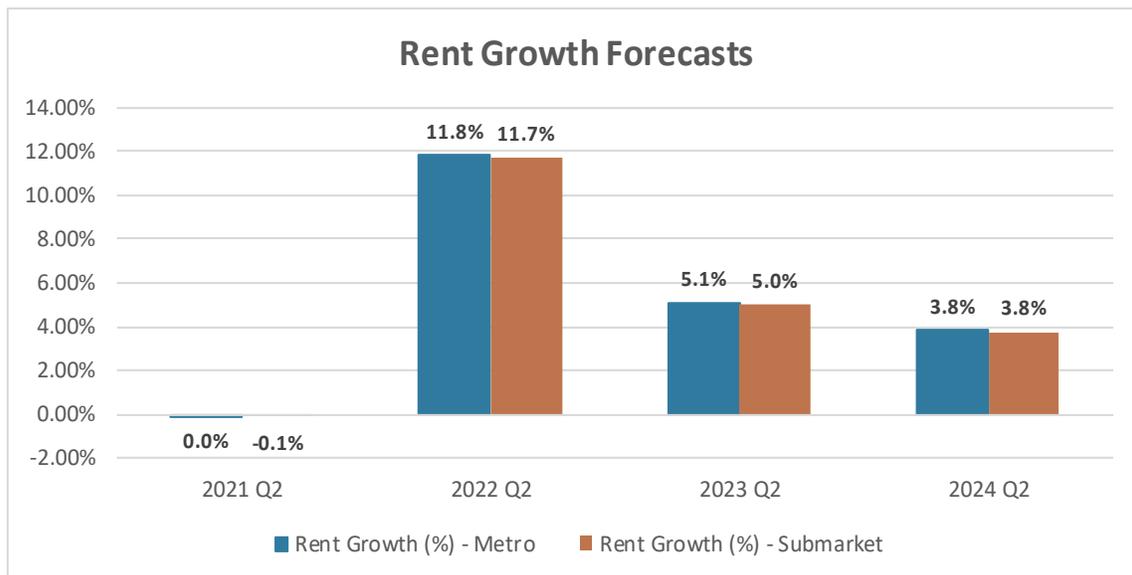
Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

- The total stock (SF) has increased by 2.03% from 2018 Q2, while the demand has decreased by 3.32%.
- Between 2015 Q3 and 2020 Q2, net completions in the submarket area have averaged 127,811 SF annually, and reached a peak of 287,832 SF in 2019 Q2.
- Between 2015 Q3 and 2020 Q2, net absorption in the submarket area has averaged -83,077 SF annually, and reached a peak of 279,292 SF in 2017 Q4.

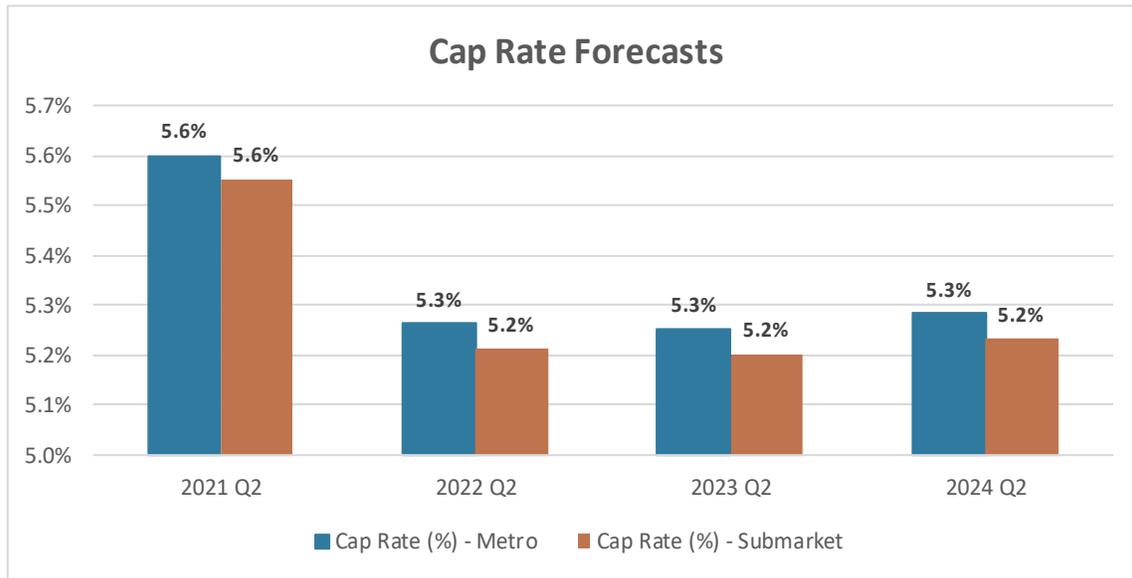
Industrial Market Forecast Comparisons



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

Industrial Market Outlook and Conclusions

Based on the key metro and submarket area trends, construction outlook, and the performance of competing properties **prior to March 2020**, IRR expected the mix of property fundamentals and economic conditions in the Seattle, WA metro area to have a positive impact on the subject property’s performance in the near-term.

With that said, the outlook and any conclusions must consider current and likely future market conditions due to COVID-19. The following section addresses how the market, and economic values, are being impacted by this emerging pandemic. The conclusion provides a framework for how the valuation addresses this emerging issue.

COVID-19 Impact on Current Valuations

The best measure of any impact on values due to COVID-19 would be in direct transaction indicators that are objectively verified and clearly show data points, current pricing discovery, and the ability to measure movement in values from a prior baseline; and to understand direction in overall values. This would include sales transactions, leasing activity, vacancy rates, and/or cap rates that have visibly moved off of early Q1 2020 levels (baseline), or form a conclusive basis for new pricing. However, given the unique nature and recency of this event, minimal activity is evident from which to draw benchmark comparisons based on transactional data.

In the absence of transaction data, there is empirical data in the market that can be gleaned and assist in estimating the valuation metrics and assessing their reliability in estimating current value. In this initial phase of the pandemic, early emerging trends include:

- Market confidence (fundamental economic fear)
- Expectations of impaired property/operating performance
- Re-pricing risk (debt and equity)
- Liquidity duration
- Impaired market and pricing activity

All or some of the above may be shorter-term issues, but others may linger and have a lasting impact on valuations in the commercial real estate (CRE) sector along a continuum of time.

At this juncture, the global question facing market participants is: “How long does this crisis last and how deep will its impact become?” At a minimum, Q2 2020 economic performance will be dismal based on most economic forecasts.

As of April 1, market confidence was moderate (for the moment) but uncertain in its moderate conviction. Many governments are inducing incentives to support their national economies. On March 27, 2020, the U.S. Congress approved a \$2 Trillion stimulus package intended to support payrolls and create economic “breathing room.” The length of the current social-distancing measures likely impacts future operating performance.

One of the unknowns is, “How long can the world stay shut down, with everyone staying in their home?” There remains hope the onset of summer will slow the virus transmission; there is active concern for healthcare workers and their families, and concern for our own families. A psychologically important factor affecting market confidence is the shocking rate of supply disruption at all levels, particularly in medical supplies and protective equipment; all the more alarming to a U.S. population accustomed to everything on demand.

Based on discussions and interviews with a wide range of market participants, a variety of factors and concerns are prevalent in the market that will likely have a negative impact broadly on CRE values, depending on property type and region. Essential Service Providers will be less impacted (distribution

facilities, medical facilities, grocery service) as the performance of these sectors is expected to continue.

However, the broader market will experience myriad issues based on survey respondents including:

Uncertainty

- Restricted access to capital
- Unemployment concerns (increasing to 15% in Q2)
- GDP decline (-30% in Q2)
- Duration of crisis

Lender Concerns

- DSCR are impacted based on changes in rental revenue and collections
- Loan covenants could trigger due to changes in near-term value
- Borrowers are concerned about their tenants' ability to pay rent
- Borrowers are concerned about their ability to keep their loans current
- Lenders are also concerned about the need for loan modifications or work outs

Publicly Traded Securities

- Stock indexes are down approximately 25% to 30%
- REIT pricing down approximately 25%
- Crude oil down approximately 40%

Return Requirements

- Interest rates may stay in the 4%- 4.5% range, despite the Federal Reserve's reduction efforts. Banks have to tightly manage their capital reserves and ratios and therefore are requiring higher spreads for current risk profile
- Durability of Cash Flow forces (new) equity investors to reprice risk. Standby (available, uncommitted) equity now has to be patient until a clearer "path forward" emerges
- Impact on cap rates would be upward

Each of the above observations provides empirical evidence that the market has shifted downward and real estate values will likewise be impacted, but to what degree is not certain.

Few experts or economists at this point are willing to state a threshold duration at which point everything will return to normal quickly, versus a duration of limited economic activity that spirals into worldwide recession. At the moment, the prevailing hope throughout the world is that science miraculously manufactures a cure, while in the meantime, social activity has ceased.

Integra Current Valuation Framework (April 1 – present)

The preceding property market analysis focuses on recent historic trends before the physical and social impacts of the COVID-19 pandemic were revealed in the U.S. in early March 2020. The property market analysis was current through Q4-2019 with trends and indications for solid growth by most all market indicators. Many current market participants believe the CRE markets will return to trend – the lingering question, “How long will it take?” remains uncertain.

What we do know with reasonable certainty:

- At a minimum, Q2 economic performance will be dismal.
- Shelter-in-Place and Stay-at-Home executive orders will have a profound impact on GDP with rising unemployment damaging forward economic performance for three, if not six months at a minimum.
- The Federal Reserve’s attempt to lower nominal rates was thwarted by lenders setting floors on spreads. Congress subsequently approved a \$2 Trillion stimulus package on Friday, March 27, 2020. This could provide some economic relief, but businesses, owners, investors, and bankers need to support payroll retention and an aggressive program of economic goodwill throughout all sectors of the economy.

Everything forward beyond those three known factors remains subject to considerable risk/uncertainty.

The current macro-framework to sustain through this pandemic is to take 2007 “Blend and Extend” methods and enhance them. Be wary of repricing assets too quickly (downward), lest all asset prices collapse. A market equilibrium in transaction pricing will need to be reset over the coming 60 days, therefore do not delay in providing banking liquidity, and direct incentives to support a transaction reset. Do not backstop transaction repricing for too long because artificial pricing support could become unsustainable, prolonging economic recovery.

Our current surveys of market participants (March 11 – March 30, 2020) indicates a focus in the following areas impacting value:

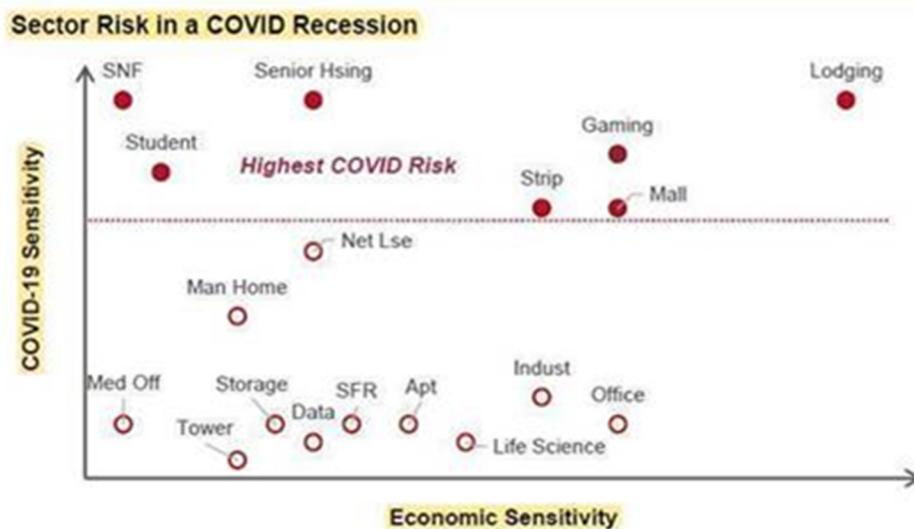
- Impacts could (should) vary by property type, class, and location
- Cost of capital (both debt and equity) is increasing, but at different rates for different asset classes
- Declines in property operations/forecasts (NOI) vary in duration based on property type, class; location; and tenant durability under potential recessionary pressures
- Increases in cap rates (and normalized yields) will vary by property type, class and location as will the underlying assumptions on stabilized or periodic cash flow
- Marketing times for most assets will increase, but the next 45 days will be uncertain on outright marketability regardless of price. This so far has not yet occurred, although deals and listings have slowed dramatically in these first few weeks. To a large extent, deal flow has

halted based on the sheer physical constraints imposed on property showings/due diligence, etc. under current distancing restrictions.

- Market sentiment in the coming 14 - 30 days regarding healthcare performance/business performance/employment security/physical security will affect market investment expectations, yields, and the temperament for risk.

Impact by Property Type, Class & Location

Below is a graph prepared by Greenstreet Advisors plotting the sensitivity (and risk) associated with various property types with the negative impact on value being greater for those assets with greater sensitivity. Those assets relating to essential business operations (grocery, medical, distribution) are less affected than for example lodging and malls where social distancing is more difficult.



Cost of Capital/Liquidity

The cost of capital, both for debt and equity, had been at near historic lows pre crisis. Borrowers had a myriad of options from a variety of capital sources. As the crisis began to unfold in early 2020, treasury rates were moving down as the Fed sought to keep the market liquid. When it became clear the global crisis had landed in the United States, the Fed moved rates to near zero. Many lending institutions instituted floors (spreads widened) because the fixed costs of doing a deal had to be covered.

As lenders are coming to grips with the severity of the economic outlook, many have pulled back from the market altogether while others reacted by raising interest rates, lowering loan to values, or a combination of both. There are clearly some lenders who are “out” while others remain in the market. There are fewer options in the market and those options are more expensive today than 30 days ago. The rise in cost varies notably by property type with agency lenders and HUD determined to provide liquidity to the multi-family market while at the other end of the spectrum, financing a hotel is challenging, land financing is nonexistent. Assets focused on essential business operations (e.g., grocery or last mile industrial) remain in favor as do net leased assets with recession-resistant business profiles.

Equity is less clear at the moment. While large pools of capital were being raised through 2019 and into Q1 2020, the strategy has suddenly shifted. Equity is available, and deals are finalizing that were contracted pre-COVID-19, on the strength of the equity sponsor, but deal flow will likely pause for 15-30 days as equity repricing occurs. This will coincide (hopefully) with an abatement (or clarity) in the world's critical health status by May 1, 2020.

Marketing and Exposure Time

At the present time, there is consensus of declining market demand in CRE transactions, due to market conditions ensuing from COVID-19. It is natural to assume that exposure time on properties either for sale or lease, will likely be extended. Comparing pre-COVID-19 exposure periods (perhaps the best) to the banking crisis of 2008/2009 (perhaps the worst) can glean some differences that could extrapolate to exposure time going forward, i.e. from peak to trough.

Sector	Months on Market March 2008-09	Months on Market March 2018-19	Change in Months	% Change Peak to Trough
Office	29.6	14.8	14.8	100%
Retail	15	11.4	3.6	32%
Industrial	19.6	6.7	12.9	192%
Average	21.4	11.0	10.4	95%

Source: Costar – data presented in Months

Days on the market increased substantially in the last economic crisis of 2008-2009, with an average of 21 months on market for major property classes. For the trailing 12 months preceding the COVID-19 crisis, days on market were 11 months.

Based on this historical perspective, marketing time could potentially double from current levels. This must be tempered, recognizing that the depth and duration of this current economic crisis is tied to a health crisis and may have a conclusion more closely tied to its resolution.

Market Sentiment/Participant Interviews

While transaction data is limited, we look to market participants (developers, investors, lenders, brokers, other appraisers) as a leading indicator of where the market is currently, and where they believe the market is heading. Following is a summary of key interviews undertaken:

- **Brad Valentine – Neil Walter Company:** industrial values have not been impacted much to date, but does note that construction is slowing, and perhaps that may delay buyers on site acquisitions, as they see where rents head in the near term. However, most of the deals he is seeing are close to those that began prior to the pandemic.
- **Ari Salomon – NAI Puget Sound Properties:** There has been no land transactions post COVID-19, but in talking with clients and seeing the appetite for land, there appears no reduction in the price of land.

- **Thad Mallory – Kidder Mathews:** there has been very little tangible data to point towards but feels that values have been impacted by as much as 10%. However, the region will recover rapidly once the stay-at-home orders are lifted.
- **Mike Avila – Pacific Rim Real Estate:** no change in values has been observed. The Pierce County area that he is working are still producing deals and values may even be increasing.

General Public Market Sentiment

General public market sentiment is a changing rollercoaster with each passing day. Right now, sentiment is cautious and trying not to overreact, but provide some relief, negotiate in good faith; try and be humane and understand the entire world is in this together. Some countries take two weeks off each year for holiday, and their entire economy doesn't fall apart. The world is not going to take another four-week vacation from large components of consumer-facing and public activities.

Most humans are sequestered in their homes with limited social contact, with reasoned concerns for the health and safety of our families and friends, all the while consuming worldwide coverage and analysis of atypical death rates from an infectious virus not seen in over 100 years.

Market sentiment more than likely gets worse in the coming weeks before it gets better, absent the announcement of a miracle cure/treatment during that time.

Conclusion

This heightened uncertainty forms the basis of defined risk. Considering the subject's relative sensitivity to the COVID-19 risks as of the effective date of the valuation, the relative risks of the subject property are as follows:

Risk Analysis	
Property Type Sensitivity to Risk	Low
Property Location Sensitivity to Risk	Medium
Cost of Capital Impact/Risk	Medium

For this appraisal, this asset type, and its relative sensitivity to the COVID-19 pandemic, the valuation considers issues impacting value in the following manner based on the above risk analysis.

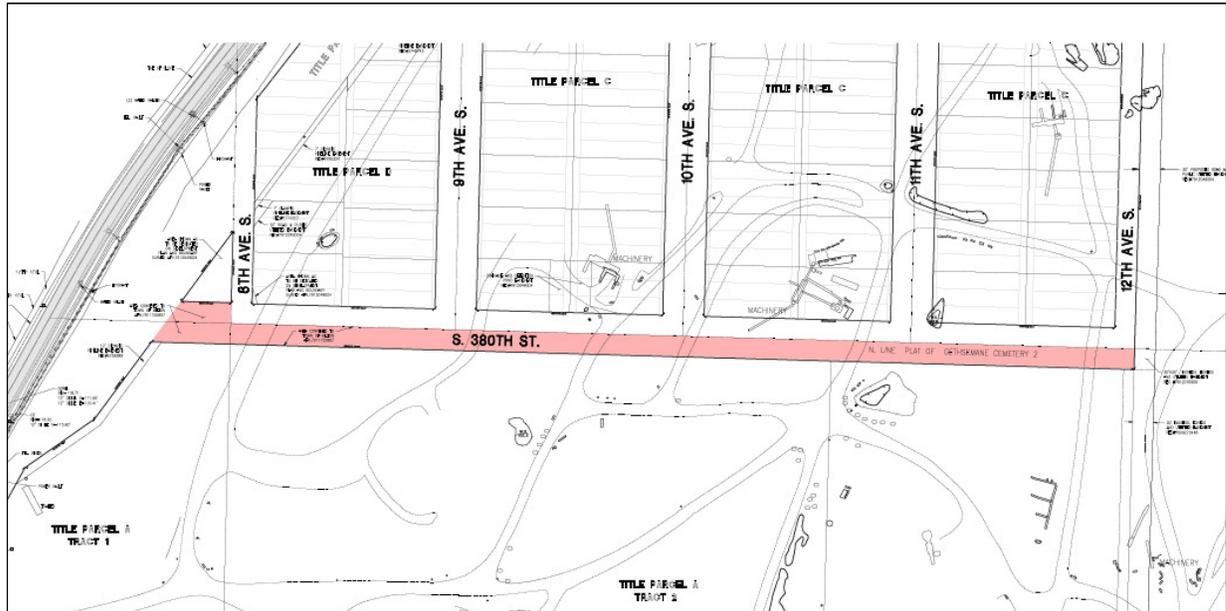
Valuation Parameters	
Covid-19 market condition adjustments ?	No
Any transaction evidence?	No
Market participant interviews?	Yes
Marketing time extended (based on current pricing)	Yes

Property Analysis

Land Description of ROW to be Vacated

Land Description	
Land Area	1.03 acres; 44,822 SF
Source of Land Area	Public Records
Shape	Rectangular
Topography	Sloping downward to the east
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	53053C0189E
Date	March 7, 2017
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	City of Milton
Zoning Designation	PD
Description	Planned Development
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	any proposed uses that are not already present on the site (surface mining, yard waste recycling, concrete crushing and public utilities) requires a master plan be submitted that shows the proposed development of the site and includes allowed uses, density, height, setbacks and other bulk regulations that will govern any future development of the site.
Minimum Setbacks (Feet)	Building - 25
Maximum Site Coverage	50 percent
Utilities	
Service	Provider
Water	City of Milton
Sewer	Lakehaven Water & Sewer District
Electricity	City of Milton/PSE
Natural Gas	Puget Sound Energy
Local Phone	Comcast/CenturyLink

The subject is an existing platted, but unimproved right-of-way, containing an area of 1.03 acres or 44,822 square feet that is a portion of S. 380th Street, east of 5th Avenue. The right-of-way is 30-foot wide and is proposed to be vacated by the City of Milton, for part of the Bridgepoint Lloyds Gravel Quarry project. The property is zoned PD, Planned Development.



Planned Development (PD) Zoning

Per Chapter 17.38, the planned development (PD) district acknowledges that certain tracts of land in the northwest section of the City have development potential that may be constrained by environmental conditions. Specifically, the area's steep topography, presence of a wetland environment, and its proximity to the Hylebos Creek drainage basin present planning concerns for the site that are not adequately addressed without further environmental review.

The purpose of the PD zoning designation is to allow for the future development of that land in a manner which is consistent with the goals of the comprehensive plan, without immediately performing costly studies that may be outdated by the time the land is proposed for development.

Typically, for redevelopment of a PD zoned site, a master plan would be required. Per the City, a master plan is defined as a plan showing the proposed development of a parcel or parcels of land totaling not less than two acres. Master plan authorized uses in this zone may include any use allowed in any zoning district as an authorized use, a conditional use, or a special use. Density, height, setback and other restrictions shall be applied in a manner consistent with the regulations found in other sections of the Milton Land Use Code.

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Easements, Encroachments and Restrictions

We were not provided a current title report to review for the subject property. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Surrounding Property Characteristics

The section of right-of-way valued in this report is bounded by a former gravel pit property known as the Lloyd Pit. The former pit consists of several tax parcels that have total (gross) land area of 117.81 acres, or 5,131,886 square feet. Due to the prior pit mining use, the usable area for the site, based on the provided site plan is 89.34 acres, or 3,891,862 square feet. The surrounding parcels are zoned PD, Planned Development.

The petitioner, Bridge Development LLC, intends to redevelop the property with a four-building industrial project, totaling 1,946,648 square feet.

Conclusion of Land Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.

Aerial Site Plan



Real Estate Taxes

Real estate taxes in Washington State represent ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property are determined by dividing the assessed value of a property by \$1,000, then multiplying by the levy (tax) rate. The levy rate is composed of a statewide tax rate plus one or more local taxing district rates.

The subject property is not part of any recognized tax lot and is owned by the City of Milton. The following table illustrates the 2020 assessed land value of the parcels surrounding the subject, which indicates an assessed value of \$0.95 per gross square foot, or \$1.25 per square foot of usable site area.

Surrounding Parcel Assessments - 2020			
Tax Parcel Number	Assessed Land Value	Assessed Improvement Value	Total Assessed Value
3221049130	\$1,769,200	\$0	\$1,769,200
3221049150	\$223,800	\$0	\$223,800
3221049137	\$800,600	\$1,000	\$801,600
3221049151	\$277,400	\$0	\$277,400
3221049152	\$550,100	\$0	\$550,100
3221049153	\$392,500	\$0	\$392,500
7505000915	\$15,000	\$0	\$15,000
7505000700	\$15,000	\$0	\$15,000
7505000935	\$15,000	\$0	\$15,000
7505000925	\$15,000	\$0	\$15,000
7505000705	\$15,000	\$0	\$15,000
7505000710	\$15,000	\$0	\$15,000
7505000715	\$15,000	\$0	\$15,000
7505000720	\$15,000	\$0	\$15,000
7505000725	\$15,000	\$0	\$15,000
7505000600	\$15,000	\$0	\$15,000
7505000605	\$15,000	\$0	\$15,000
7505000615	\$15,000	\$0	\$15,000
7505000620	\$15,000	\$0	\$15,000
7505000650	\$15,000	\$0	\$15,000
7505000655	\$15,000	\$0	\$15,000
7505000660	\$15,000	\$0	\$15,000
7505000665	\$15,000	\$0	\$15,000
7505000480	\$15,000	\$0	\$15,000
7505000485	\$15,000	\$0	\$15,000
7505000490	\$15,000	\$0	\$15,000
7505000495	\$15,000	\$0	\$15,000
7505000500	\$15,000	\$0	\$15,000
7505000555	\$15,000	\$0	\$15,000
7505000580	\$15,000	\$0	\$15,000
7505000590	\$15,000	\$0	\$15,000
7505000365	\$15,000	\$0	\$15,000
7505000380	\$15,000	\$0	\$15,000
7505000390	\$15,000	\$0	\$15,000
7505000400	\$15,000	\$0	\$15,000
7505000430	\$15,000	\$0	\$15,000
7505000435	\$15,000	\$0	\$15,000
7505000450	\$15,000	\$0	\$15,000
7505000460	\$15,000	\$0	\$15,000
7505000245	\$15,000	\$0	\$15,000
7505000255	\$15,000	\$0	\$15,000
7505000260	\$15,000	\$0	\$15,000
7505000270	\$15,000	\$0	\$15,000
7505000275	\$15,000	\$0	\$15,000
7505000280	\$15,000	\$0	\$15,000
7505000285	\$15,000	\$0	\$15,000
7505000290	\$15,000	\$0	\$15,000
7505000125	\$15,000	\$0	\$15,000
7505000130	\$15,000	\$0	\$15,000
7505000140	\$15,000	\$0	\$15,000
7505000150	\$15,000	\$0	\$15,000
7505000160	\$15,000	\$0	\$15,000
7505000185	\$15,000	\$0	\$15,000
7505000200	\$15,000	\$0	\$15,000
7505000215	\$15,000	\$0	\$15,000
7505000005	\$15,000	\$0	\$15,000
7505000010	\$15,000	\$0	\$15,000
7505000030	\$15,000	\$0	\$15,000
7505000050	\$15,000	\$0	\$15,000
7505000065	\$15,000	\$0	\$15,000
7505000070	\$15,000	\$0	\$15,000
7505000090	\$15,000	\$0	\$15,000
7505000105	\$15,000	\$0	\$15,000
Total	\$4,868,600	\$1,000	\$4,869,600

Highest and Best Use

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. The proposed vacation area of the subject property is considered a portion of the larger 117.81-acre (89.34-usable acre) surrounding property. Since public streets generally have shape, access and size characteristics that render them un-developable independently, methods have been developed to value them as though joined with surrounding properties.

The appropriate valuation methodology for street rights-of-way is based on the concept of an alternative use being assignable to land segments within the overall right-of-way. In theory, the segments are divided down the centerline as each half is joined to the adjacent parcel along with the adjacent property's highest and best use and unit value (often referred to as "across-the-fence"). Therefore, an opinion of highest and best use must be developed for the across-the-fence parcel (inclusive of the subject site being analyzed), as if vacant. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

The focus of this valuation is to estimate the value of an area this is currently dedicated to public street use. Therefore, our highest and best use analysis considers the land as though vacant. To develop an opinion of highest and best use, we apply the four tests: legally permissible, physically possible, financially feasible and maximally productive.

As Vacant

Physically Possible

Physically, the subject right-of-way is too narrow and irregular in shape to be physically suitable for stand-alone development. The site is, however, physically suitable for assemblage with the surrounding pit site, which is intended to be redeveloped with an industrial use.

Legally Permissible

The site is zoned PD, Planned Development. Permitted uses include any proposed uses that are not already present on the site (surface mining, yard waste recycling, concrete crushing and public utilities) requires a master plan be submitted that shows the proposed development of the site and includes allowed uses, density, height, setbacks and other bulk regulations that will govern any future development of the site. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, only industrial use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on our analysis of the market, there is currently adequate demand for industrial use in the subject's area. It appears that a newly developed industrial use on the subject, as assembled with the surrounding vacant parcels, would have a value commensurate with its cost. Therefore, industrial use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than assemblage with the surrounding vacant land for redevelopment for an industrial use.

Conclusion

Use of the subject property for assemblage with the vacant surrounding parcels with an industrial use, is the only use for the subject that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the subject property as vacant.

As Improved

No improvements are situated on the subject. Therefore, a highest and best analysis as improved is not applicable.

Accordingly, the highest and best use for the subject is assemblage with the surrounding vacant land for industrial redevelopment.

Most Probable Buyer

Given the highest and best use of the site, the most-likely potential buyer of the site is the surrounding property owner/user.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

Our sales research focused on transactions within the following parameters:

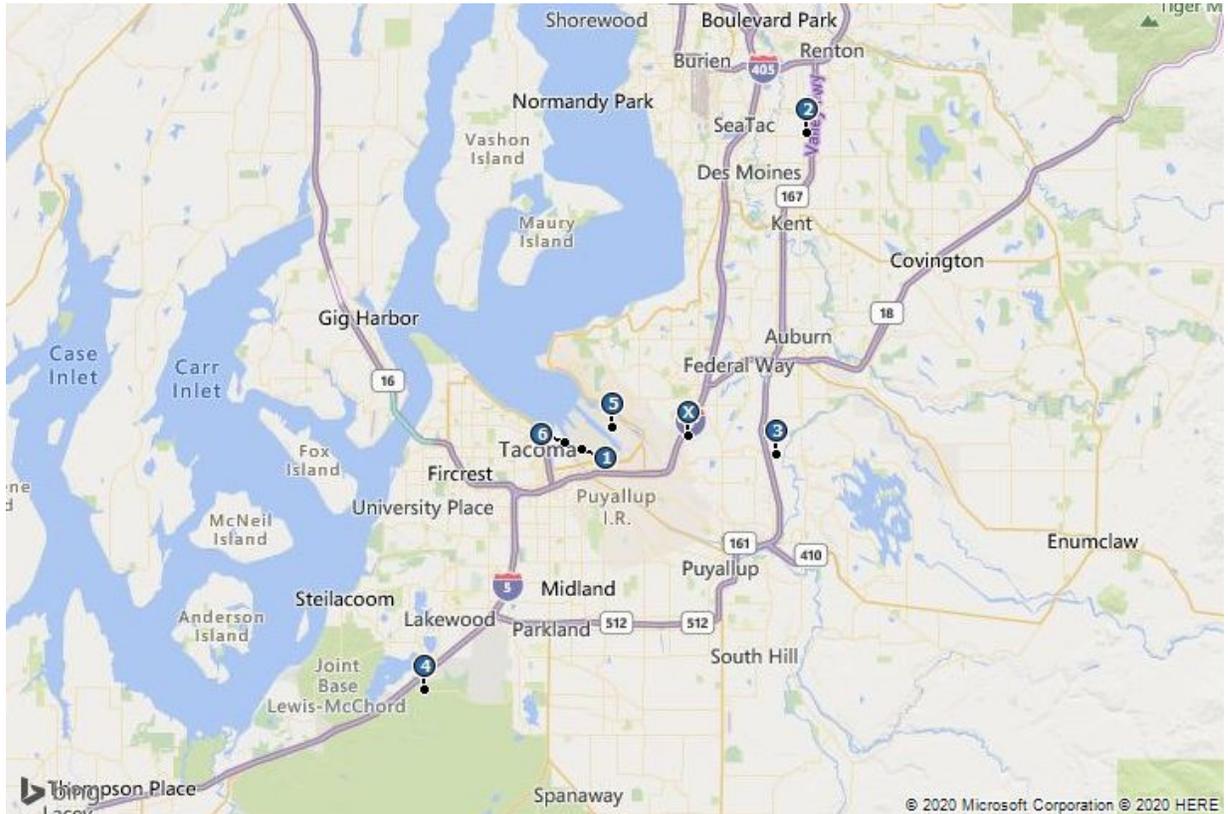
- Location: King and Pierce Counties
- Size: 5 acres and greater
- Use: industrial
- Transaction Date: January 2016 to present

For this analysis, we use price per usable square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Usable SF; Usable Acres	Zoning	\$/SF Land
1	Portside - Phase 3 Site 1651 Lincoln Ave. Tacoma Pierce County	Nov-18 Closed	\$5,148,000	312,368 7.17	312,368 7.17	Port Maritime Industrial	\$16.48
<i>Comments: November 2018 sale for \$5,400,000 of a 7.17-acre site in the Port of Tacoma. The property was leased to Bronco Pallet Services through August 2019 and contained 18,825 square feet of building area (constructed in 1968). The tenant was paying \$28,000 per month, triple net, which equates to \$252,000 in remaining income post-sale. Deducting this income from the purchase price results in an effective price for the underlying site of \$5,148,000 or \$16.48 per square foot of site area. The buyer intends to redevelop the property with a 107,100 square foot office/warehouse building.</i>							
2	Terreno Industrial Land 8615 S. 192nd Street Kent King County	Oct-18 Closed	\$12,652,460	554,863 12.74	554,863 12.74	Light Industrial	\$22.80
<i>Comments: This is the October 2018 sale of 12.74 acres, or 554,863 square feet, of industrial land in Kent for \$12,652,460, or \$22.80 per square foot. The site is mostly level and clear. At the time of sale, the property had permits in place for the construction of a new 214,700-square-foot office/warehouse on this site, which was previously used as a contractor storage yard. Site development will also include parking, landscaping, stream buffer enhancement, flood storage, a stormwater facility, water and sewer extensions and franchise utility improvements. Details of the sale were confirmed with the seller.</i>							
3	Valentine Avenue Land 942 Valentine Ave Pacific Pierce County	May-18 Closed	\$4,446,483	254,826 5.85	254,826 5.85	LIGHT INDU	\$17.45
<i>Comments: The reduced usable area of 5.85-acres is due to wetlands; the gross area is 6.66 acres. According to the Notice of Application the buyer is proposing to construct an approximate 128,262 sf office/warehouse building, which will include paved parking and truck maneuvering areas, landscaping, wetland enhancement and mitigation, and construction of stormwater facilities.</i>							
4	Tacoma Gateway Lakewood 14801 Spring St. SW. Lakewood Pierce County	May-17 Closed	\$7,315,574	943,918 21.67	943,918 21.67	Industrial Business Park	\$7.75
<i>Comments: This is the May 2017 sale of the 21.7 acre Tacoma Gateway site for \$7,315,574 or \$7.75/SF of land. The site is fully approved for construction of a 467,526-square-foot warehouse distribution facility with completion anticipated in February 2018.</i>							
5	Industrial Land 3320 Lincoln Avenue Tacoma Pierce County	Dec-16 Closed	\$28,250,000	2,286,464 52.49	2,286,464 52.49	Port Maritime and Industrial District	\$12.36
<i>Comments: The existing structures no longer add value to the underlying land. The seller had completed remediation of the site, at their own cost, prior to the sale closing. The estimated cost for the buyer to demolish the 34,040 square feet of improvements was reported at \$250,000. Including this cost, the effective purchase price is \$28,250,000 (\$12.36 per square foot). The buyer will redevelop the site with two industrial buildings, totaling 972,000 million square feet, to be known as DCT Blair Logistics Center (\$29.06 per square foot of building area).</i>							
6	IPT - Tacoma Logistics Center Site 733 E. 11th Street Tacoma Pierce County	Nov-16 Closed	\$32,876,147	2,504,400 57.49	2,504,400 57.49	Port Maritime and Industrial District	\$13.13
<i>Comments: The existing structures were specialized for a lumber mill use and no longer add value to the underlying land. The seller demolished the structures down to their foundation footings. The estimated cost for the buyer to demolish the footings was \$500,000. Including this cost, the effective purchase price is \$32,876,147 (\$13.12 per square foot). The buyer will redevelop the site with two industrial buildings, totaling 1,122,875 million square feet, to be known as IPT Logistics Center (\$29.28 per square foot of building area). Scheduled completion is in February 2018.</i>							
Subject				44,822	44,822	Planned	
Former Lloyds Pit/S. 380th Street ROW Milton, WA				1.03	1.03	Development	

Comparable Land Sales Map





Sale 1
Portside - Phase 3 Site



Sale 2
Terreno Industrial Land



Sale 3
Valentine Avenue Land



Sale 4
Tacoma Gateway Lakewood



Sale 5
Industrial Land



Sale 6
IPT - Tacoma Logistics Center Site

Former Lloyds Pit/S. 380th Street ROW



Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. The adjustment process is typically applied through either quantitative or qualitative analysis or a combination of the two. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales or statistical analysis. While we present numerical adjustments in the adjustment grid that follows, they are based on qualitative judgment rather than empirical data as there is not sufficient data to develop a sound quantified estimate within a reasonable degree of confidence.

Our rating of each comparable sale in relation to the subject is the basis for our qualitative adjustments with a minor adjustment considered to be 5% and a substantial adjustment considered to be 25%+. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative inferiority. Conversely, if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	Sale 1 is adjusted downward \$252,000 for its interim income. Sales 5 and 6 are adjusted upward \$250,000 and \$500,000, respectively, for demolition costs.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	No adjustment warranted.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	No adjustment warranted.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	No adjustment warranted.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	Based on our discussions with market participants, there appears to be little movement in industrial land value since the COVID-19 pandemic was declared in March 2020. Market conditions were improving up to this time period. We adjust the sales upward by 3% per year to March 1, 2020.
Location	Market or submarket area influences on sale price; surrounding land use influences.	Sales 1, 2, 3, 5, and 6 are adjusted downward for their superior locations with strong industrial

Adjustment Factor	Accounts For	Comments
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	submarkets. Sale 4 is adjusted upward for its inferior location. All of the sales are considered similar in access/exposure.
Size	Inverse relationship that often exists between parcel size and unit value.	All of the sales are adjusted downward for their varying smaller sizes compared to the surrounding subject usable site area of 89.34 acres.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.	All of the sales are similar in shape/topography.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	All of the sales are similar in zoning/use.
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.	Sale 2 is adjusted downward for its entitlements in-place at the time of sale.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid							
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
Name	Former Lloyds Pit/S. 380th Street ROW	Portside - Phase 3 Site	Terreno Industrial Land	Valentine Avenue Land	Tacoma Gateway Lakewood	Industrial Land	IPT - Tacoma Logistics Center Site
Address	S. 380th Street, East of 5th	1651 Lincoln Ave.	8615 S. 192nd Street	942 Valentine Ave	14801 Spring St. SW.	3320 Lincoln Avenue	733 E. 11th Street
City	Milton	Tacoma	Kent	Pacific	Lakewood	Tacoma	Tacoma
County	King	Pierce	King	Pierce	Pierce	Pierce	Pierce
Sale Date		Nov-18	Oct-18	May-18	May-17	Dec-16	Nov-16
Sale Status		Closed	Closed	Closed	Closed	Closed	Closed
Sale Price		\$5,400,000	\$12,652,460	\$4,446,483	\$7,315,574	\$28,000,000	\$32,376,147
Conditions of Sale Adjustment		-\$252,000	\$0	\$0	\$0	\$0	\$0
Other Adjustment		\$0	\$0	\$0	\$0	\$250,000	\$500,000
Description of Adjustment		Interim lease income				Demolition	Demolition Costs
Effective Sale Price		\$5,148,000	\$12,652,460	\$4,446,483	\$7,315,574	\$28,250,000	\$32,876,147
Square Feet	5,131,886	312,368	554,863	254,826	943,918	2,286,464	2,504,400
Acres	89.34	7.17	12.74	5.85	21.67	52.49	57.49
Usable Square Feet	3,891,862	312,368	554,863	254,826	943,918	2,286,464	2,504,400
Price per Usable Square Foot		\$16.48	\$22.80	\$17.45	\$7.75	\$12.36	\$13.13
Conditions of Sale							
% Adjustment		See Above	-	-	-	-	-
Market Conditions	3/1/2020	Nov-18	Oct-18	May-18	May-17	Dec-16	Nov-16
Annual % Adjustment	3%	4%	4%	5%	8%	10%	10%
Cumulative Adjusted Price		\$17.14	\$23.71	\$18.32	\$8.37	\$13.59	\$14.44
Location		-10%	-10%	-5%	10%	-10%	-10%
Access/Exposure		-	-	-	-	-	-
Size		-20%	-20%	-20%	-10%	-5%	-5%
Shape and Topography		-	-	-	-	-	-
Zoning		-	-	-	-	-	-
Entitlements		-	-25%	-	-	-	-
Net \$ Adjustment		-\$5.14	-\$13.04	-\$4.58	\$0.00	-\$2.04	-\$2.17
Net % Adjustment		-30%	-55%	-25%	0%	-15%	-15%
Final Adjusted Price		\$12.00	\$10.67	\$13.74	\$8.37	\$11.55	\$12.27
Overall Adjustment		-27%	-53%	-21%	8%	-7%	-7%
Range of Adjusted Prices		\$8.37 - \$13.74					
Average		\$11.43					
Indicated Value		\$12.00					

Land Value Conclusion

Prior to adjustment, the sales reflect a range of \$7.75 - \$22.80 per usable square foot. After adjustment, the range is narrowed to \$8.37 - \$13.74 per usable square foot, with an average of \$11.43 per usable square foot.

We give greatest weight to Sales 5 and 6 as they are most similar in size to the land site surrounding the subject. Secondary weight is given to the remaining sales. Accordingly, we arrive at a land value conclusion as follows:

Land Value Conclusion - Surrounding Subject Site

Indicated Value per Usable Square Foot	\$12.00
Subject Usable Square Feet	3,891,862
Indicated Value	\$46,702,344
Rounded	\$46,700,000

This land value conclusion, on a gross site basis, equates to \$9.10 per square foot (\$46,700,000 divided by 5,131,866 square feet).

City of Milton Street Vacation Code

Per Milton City Code, Chapter 12.06, *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 when the council deems it to be in the best interest of the city, all or any portion of the compensation may be waived.*

This ordinance sets forth that the petitioning property owner is obligated to compensate the City in the order of one-half of the appraised fair market value. Based on our concluded value of the site surrounding the subject of \$9.10 per square foot, and the stipulation that an adjoining owner must compensate the City for half of the appraised value, we conclude that the petitioner's obligation to acquire the 44,822 square foot subject right-of-way at \$4.05 per square foot. This equates to a compensation amount of

Subject Right of Way Value Conclusion

Indicated Value per Square Foot (50%)	\$4.05
Right-of-Way Square Feet	44,822
Indicated Value	\$181,529
Rounded	\$182,000

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable, and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

Value of the 44,822 SF South 380th Street ROW to be Vacated (50% of Fee Simple Value)

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	June 4, 2020	\$182,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

As of the date of value, the economy (globally, nationally, and locally) was in a state of rapid transition with a widespread expectation of the imminent onset of a significant recession. The outbreak of COVID-19 (coronavirus disease of 2019) in China was declared a global pandemic by the World Health Organization (WHO) on March 11, 2020. Some market deterioration had occurred shortly before this date, but the declaration by the WHO soon led to municipal and statewide orders to "shelter in place," causing widespread closures of businesses and a massive disruption to general commerce. The status of economic conditions is changing rapidly, creating great uncertainty in the markets. The value expressed herein represents our opinion based on the best available data reflective as of the date of value. While values are always subject to change over time, we caution the reader that in the current economic climate, market volatility creates the potential for a more significant change in value over a relatively short period of time.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Based on the concluded market values stated previously, it is our opinion that the probable exposure time is 6-12 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Allen Safer, MAI, MRICS, made a personal inspection of the property that is the subject of this report.
12. Significant real property appraisal assistance was provided by Matthew Bacon, MAI who has not signed this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

14. As of the date of this report, Allen Safer, MAI, MRICS, has completed the continuing education program for Designated Members of the Appraisal Institute.



Allen Safer, MAI, MRICS
Certified General Real Estate Appraiser
Washington Certificate # 1100662

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
 11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
 14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
 15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
 16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

- conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Seattle, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
 22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
 23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 24. **IRR - Seattle is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Seattle. In addition, it is expressly agreed that in any action**

- which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**
25. IRR - Seattle is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

Addendum A

Appraiser Qualifications

Allen Safer, MAI, MRICS

Experience

Senior Managing Director for Integra Realty Resources-Seattle in Washington State. Integra Realty Resources Seattle is part of Integra Realty Resources (IRR), a national valuation and consulting firm with over 50 offices in the U.S. and Caribbean.

Mr. Safer and his firm are experienced in the analysis of various property types including: vacant land, residential plats, master-planned communities, multifamily developments, retail, office, industrial and special purpose properties in Washington State and Alaska. Clients served include various financial concerns, law and public accounting firms, private and public agencies, pension and advisory companies, investment firms, and the general public. Further, utilizing the resources of Integra's nationwide coverage, the firm is actively involved in the completion of large portfolio engagements.

Mr. Safer's background includes 30+ years of counseling and valuation analysis for the general public on commercial and residential properties in Washington and Alaska. Entered the appraisal profession with Coldwell Banker Appraisal Services from 1977 to 1981. Founded Safer & Company in 1982 and transitioned to Property Counselors from 1986 to 2001.

Professional Activities & Affiliations

Member: Appraisal Institute (MAI)

President: Local Chapter of the Appraisal Institute, January 2007 - December 2007

Chairman: AI Seattle Chapter Real Estate Fall Conference, January 2008 - December 2010

Chairman: Appraisal Institute Regional Chairs, January 2000 - December 2000

Chairman: Appraisal Institute Executive Committee, January 2000 - December 2000

Chairman: Pacific NW Region 1 Board of Directors, January 1998 - December 1999

Board of Director: Appraisal Institute, January 1996 - December 2001

Member: Appraisal Institute Finance Committee, January 1996 - December 1997

Board of Director: AI General Appraisal Board, January 1994 - December 1996

Chairman: Appraisal Institute National Comprehensive Exam Subcommittee, January 1990 - December 1992

Member: Appraisal Institute National Comprehensive Exam Subcommittee, January 1983 - December 1992

Member: Government Relations Committee, January 2002 - December 2004

Member: Appraisal Institute National Admissions Comm., January 1990 - December 1993

Board of Director: Appraisal Institute Seattle Chapter, January 1989 - December 1992

Member: Regional Professional Standards Panel of the Appraisal Institute, January 1984

Chairman: Local Chapter Admissions and Programs, January 1986 - December 1991

Licenses

Alaska, Certified General Real Estate Appraiser, APRG412, Expires June 2021

Washington, Certified General Real Estate Appraiser, 1100662, Expires September 2021

Washington, Designated Broker, 3341, Expires December 2021

Education

Bachelor of Science, Real Estate, University of Colorado, Boulder, Colorado

asafer@irr.com - 206.436.1190

Integra Realty Resources
Seattle (154)

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731

irr.com



Allen Safer, MAI, MRICS

Qualified Before Courts & Administrative Bodies

United States Bankruptcy Court, Seattle Washington
King County Superior Court, Washington
King County Board of Equalization
Pierce County District Court
Washington State Board of Tax Appeals
Various Arbitration & Land Use Hearings

Miscellaneous

Recipient of the Seattle AI Chapter's "Appraiser of the Year" Award for 2001.
Recipient of the Seattle AI Chapter's 2009 "President's Award".
IRR Certified Reviewer

Integra Realty Resources
Seattle (154)

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731

irr.com



About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com



Addendum B

Property Information

SITE AREA

5,131,886 SF TOTAL (117.81 ACRES)
3,891,862 SF (89.3 ACRES) USEABLE

BUILDING AREA

327,824 SF BUILDING "A"
474,424 SF BUILDING "B"
1,021,791 SF BUILDING "C"
122,609 SF BUILDING "D"
1,946,648 SF TOTAL

ZONE

PD PLANNED DEVELOPMENT DISTRICT

PARKING:

BUILDING A

41 STALLS-(5%) 16,391 SF OFFICE @ 1/400
156 STALLS-(95%) 311,433 SF WHSE @ 1/2000
197 TOTAL STALLS REQUIRED

258 STALLS PROVIDED

BUILDING B

60 STALLS-(5%) 23,721 SF OFFICE @ 1/400
225 STALLS-(95%) 450,703 SF WHSE @ 1/2000
285 TOTAL STALLS REQUIRED

285 STALLS PROVIDED
90 TRAILER STALLS PROVIDED

BUILDING C

77 STALLS-(3%) 30,654 SF OFFICE @ 1/400
496 STALLS-(97%) 991,137 SF WHSE @ 1/2000
573 TOTAL STALLS REQUIRED

583 STALLS PROVIDED
202 TRAILER STALLS PROVIDED

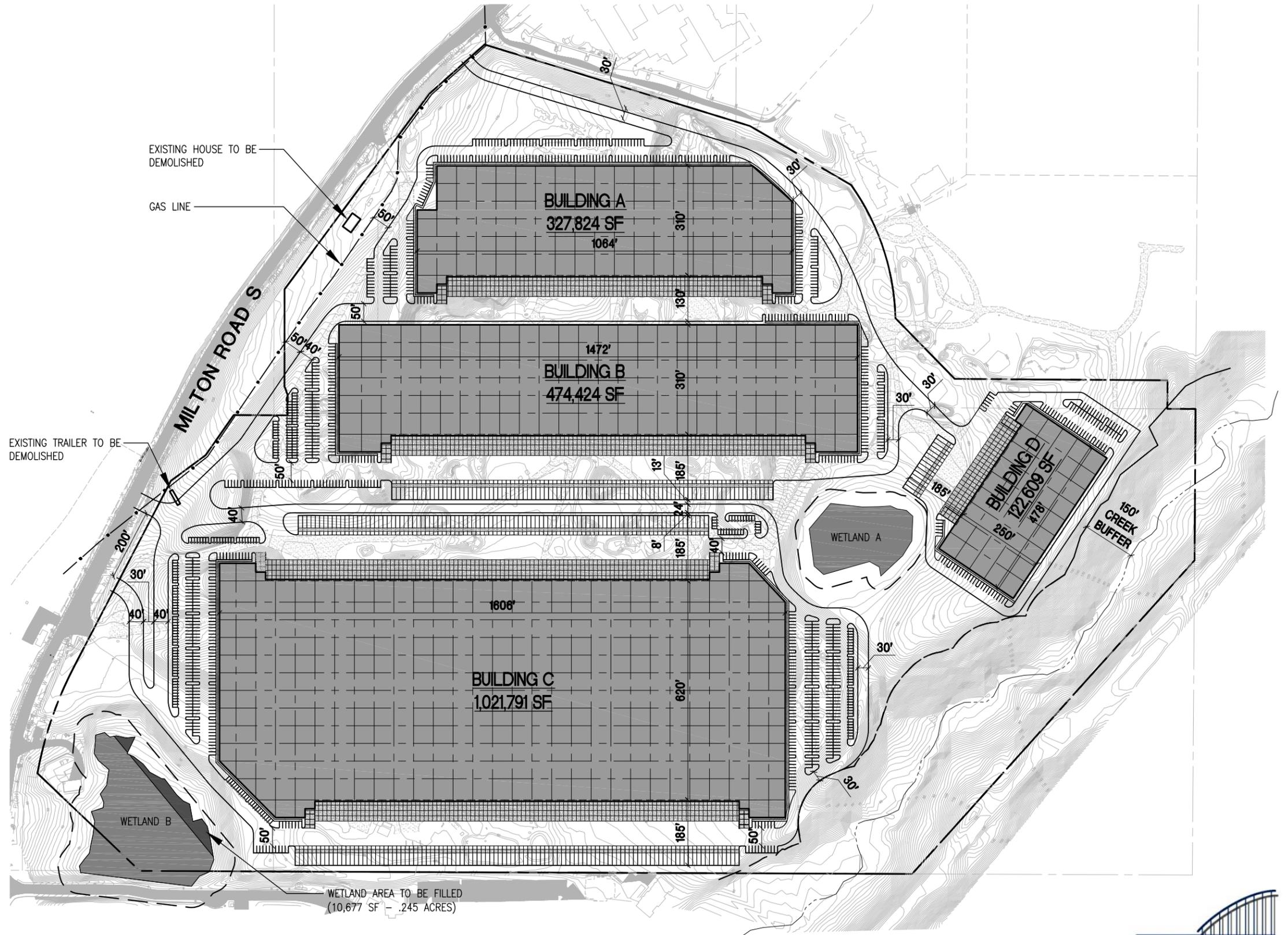
BUILDING D

31 STALLS-(10%) 12,261 SF OFFICE @ 1/400
55 STALLS-(90%) 110,348 SF WHSE @ 1/2000
86 TOTAL STALLS REQUIRED

92 STALLS PROVIDED
15 TRAILER STALLS PROVIDED

TOTAL SITE

1,141 TOTAL STALLS REQUIRED
1,218 TOTAL STALLS PROVIDED
307 TOTAL TRAILER STALLS PROVIDED



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08/22/18 - 3:25pm



LLOYD'S SITE (OPTION 3R3)
MILTON, WASHINGTON
08/22/18 1"=300'



BRIDGE
DEVELOPMENT
PARTNERS, LLC
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Addendum C

Comparable Data

Location & Property Identification

Property Name:	Portside - Phase 3 Site
Sub-Property Type:	Commercial, Industrial
Address:	1651 Lincoln Ave.
City/State/Zip:	Tacoma, WA 98421
County:	Pierce
Submarket:	Tacoma
Market Orientation:	Port District
IRR Event ID:	2281359



Occupancy Type Before Sale: Single Tenant

Sale Information

Sale Price:	\$5,400,000
Effective Sale Price:	\$5,148,000
Sale Date:	11/15/2018
Recording Date:	11/15/2018
Sale Status:	Closed
\$/Acre(Gross):	\$717,892
\$/Land SF(Gross):	\$16.48
Grantor/Seller:	Miller-Angie-Hatch
Grantee/Buyer:	LBA RVI-Company VII, LLC
Property Rights:	Leased Fee
Exposure Time:	12 (months)
Financing:	Cash to seller
Document Type:	Warranty Deed
Recording No.:	201811150465
Verified By:	Matthew A. Bacon, MAI
Verification Date:	10/08/2019
Confirmation Source:	Dave Douglas, NAI-PSP (253-208-2277)
Verification Type:	Confirmed-Seller Broker
Secondary Verific. Source:	Assessor, CoStar, CBA

Improvement and Site Data

MSA:	Seattle-Tacoma-Bellevue, WA
Legal/Tax/Parcel ID:	0320031049, 8950000035
Acres(Gross):	7.17
Land-SF(Gross):	312,368
Shape:	Irregular
Topography:	Level
Zoning Code:	PMI
Zoning Desc.:	Port Maritime Industrial
Source of Land Info.:	Broker

Comments

November 2018 sale for \$5,400,000 of a 7.17-acre site in the Port of Tacoma. The property was leased to Bronco Pallet Services through August 2019 and contained 18,825 square feet of building area (constructed in 1968). The tenant was paying \$28,000 per month, triple net, which equates to \$252,000 in remaining income post-sale. Deducting this income from the purchase price results in an effective price for the underlying site of \$5,148,000 or \$16.48 per square foot of site area. The buyer intends to redevelop the property with a 107,100 square foot office/warehouse building.

Sale Analysis

Conditions of Sale Adj.:	-\$252,000.00
Adjust. Comments:	Interim lease income

Occupancy

Location & Property Identification

Property Name:	Terreno Industrial Land
Sub-Property Type:	Commercial, Industrial
Address:	8615 S. 192nd Street
City/State/Zip:	Kent, WA 98031
County:	King
Submarket:	Kent Valley
Market Orientation:	Suburban
IRR Event ID:	2246298



Sale Information

Sale Price:	\$12,652,460
Effective Sale Price:	\$12,652,460
Sale Date:	10/24/2018
Sale Status:	Closed
\$/Acre(Gross):	\$993,292
\$/Land SF(Gross):	\$22.80
Grantor/Seller:	DC 192 LLC
Grantee/Buyer:	Terreno Kent 192 LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Bargain and Sale Deed
Recording No.:	20181024001005
Verified By:	Riley B. Steppe
Verification Type:	Secondary Verification
Secondary Verific. Source:	Assessor, CoStar

Comments

This is the October 2018 sale of 12.74 acres, or 554,863 square feet, of industrial land in Kent for \$12,652,460, or \$22.80 per square foot. The site is mostly level and clear. At the time of sale, the property had permits in place for the construction of a new 214,700-square-foot office/warehouse on this site, which was previously used as a contractor storage yard. Site development will also include parking, landscaping, stream buffer enhancement, flood storage, a stormwater facility, water and sewer extensions and franchise utility improvements. Details of the sale were confirmed with the seller.

Improvement and Site Data

Legal/Tax/Parcel ID:	062205-9125
Acres(Gross):	12.74
Land-SF(Gross):	554,863
Zoning Code:	M2
Zoning Desc.:	Light Industrial
Source of Land Info.:	Public Records

Location & Property Identification

Property Name: Valentine Avenue Land
Sub-Property Type: Commercial, Industrial
Address: 942 Valentine Ave
City/State/Zip: Pacific, WA 98047
County: Pierce
Submarket: Kent Valley

IRR Event ID: 2298885



Sale Information

Sale Price: \$4,446,483
Effective Sale Price: \$4,446,483
Sale Date: 05/22/2018
Recording Date: 05/22/2018
Sale Status: Closed
\$/Acre(Gross): \$760,083
\$/Land SF(Gross): \$17.45
\$/Acre(Usable): \$760,083
\$/Land SF(Usable): \$17.45
Grantor/Seller: R3 Investments LLC
Grantee/Buyer: Pacific Logistics Intl S Llc
Property Rights: Fee Simple
Terms of Sale: Redevelopment Project
Recording No.: 201805220609
Verified By: Maria L. Olson
Verification Date: 12/11/2019
Verification Type: Confirmed-Seller Broker
Secondary Verific. Source: CoStar

Land-SF(Usable/Gross): 254,826/254,826
Usable/Gross Ratio: 1.00
Zoning Desc.: LIGHT INDU
Source of Land Info.: Other

Comments

The reduced usable area of 5.85-acres is due to wetlands; the gross area is 6.66 acres. According to the Notice of Application the buyer is proposing to construct an approximate 128,262 sf office/warehouse building, which will include paved parking and truck maneuvering areas, landscaping, wetland enhancement and mitigation, and construction of stormwater facilities.

Sale Analysis

Proposed Use Desc.: Industrial

Improvement and Site Data

MSA: Seattle/Puget Sound
Legal/Tax/Parcel ID: 449540-0100
Acres(Usable/Gross): 5.85/5.85

Location & Property Identification

Property Name: Tacoma Gateway Lakewood
 Sub-Property Type: Commercial, Industrial
 Address: 14801 Spring St. SW.
 City/State/Zip: Lakewood, WA 98439
 County: Pierce
 Submarket: SE Pierce County
 Market Orientation: Suburban
 Property Location: East side of Spring St. SW
 btwn 148th St. SW and 150th St. SW
 IRR Event ID: 1504751



Sale Information

Sale Price: \$7,315,574
 Effective Sale Price: \$7,315,574
 Sale Date: 05/16/2017
 Sale Status: Closed
 \$/Acre(Gross): \$337,599
 \$/Land SF(Gross): \$7.75
 \$/Acre(Usable): \$337,599
 \$/Land SF(Usable): \$7.75
 Grantor/Seller: YKC Investment, LLC
 Grantee/Buyer: Tacoma Gateway Lakewood LLC (PCCP & Panattoni)
 Property Rights: Fee Simple
 % of Interest Conveyed: 100.00
 Document Type: Warranty Deed
 Recording No.: 201705190103
 Verification Type: Secondary Verification

Zoning Code: IBP
 Zoning Desc.: Industrial Business Park
 Source of Land Info.: Public Records

Comments

This is the May 2017 sale of the 21.7 acre Tacoma Gateway site for \$7,315,574 or \$7.75/SF of land. The site is fully approved for construction of a 467,526-square-foot warehouse distribution facility with completion anticipated in February 2018.

Improvement and Site Data

MSA: Seattle-Tacoma-Bellevue, WA
 Legal/Tax/Parcel ID: 0219221162, 0219221163, 0219221164, 0219221165
 Acres(Usable/Gross): 21.67/21.67
 Land-SF(Usable/Gross): 943,918/943,918
 Usable/Gross Ratio: 1.00

Location & Property Identification

Property Name: Industrial Land
 Sub-Property Type: Commercial, Industrial
 Address: 3320 Lincoln Avenue
 City/State/Zip: Tacoma, WA 98421
 County: Pierce
 Submarket: Tacoma
 Market Orientation: Port District

 IRR Event ID: 1433116



Sale Information

Sale Price: \$28,000,000
 Effective Sale Price: \$28,250,000
 Sale Date: 12/02/2016
 Sale Status: Closed
 \$/Acre(Gross): \$538,198
 \$/Land SF(Gross): \$12.36
 Grantor/Seller: SSA Tacoma, Inc.
 Grantee/Buyer: DCT Blair Logistics
 Property Rights: Fee Simple
 Financing: Cash to seller
 Document Type: Warranty Deed
 Recording No.: 201612020438
 Verified By: Matthew A. Bacon, MAI
 Verification Date: 03/06/2017
 Confirmation Source: Patrick Gemma, DCT Industrial (206-753-0900)

 Verification Type: Confirmed-Buyer
 Secondary Verific. Source: Pierce County Auditor

Acres(Gross): 52.49
 Land-SF(Gross): 2,286,464
 Zoning Code: PMI
 Zoning Desc.: Port Maritime and Industrial District

 Source of Land Info.: Public Records

Comments

The existing structures no longer add value to the underlying land. The seller had completed remediation of the site, at their own cost, prior to the sale closing. The estimated cost for the buyer to demolish the 34,040 square feet of improvements was reported at \$250,000. Including this cost, the effective purchase price is \$28,250,000 (\$12.36 per square foot). The buyer will redevelop the site with two industrial buildings, totaling 972,000 million square feet, to be known as DCT Blair Logistics Center (\$29.06 per square foot of building area).

Sale Analysis

Other Adj.: \$250,000
 Adjust. Comments: Demolition

Improvement and Site Data

Legal/Tax/Parcel ID: 032135-500-5
 032135-500-6

Location & Property Identification

Property Name:	IPT - Tacoma Logistics Center Site
Sub-Property Type:	Commercial, Industrial
Address:	733 E. 11th Street
City/State/Zip:	Tacoma, WA 98421
County:	Pierce
Submarket:	Tacoma
Market Orientation:	Port District
IRR Event ID:	1433181



Sale Information

Sale Price:	\$32,376,147
Effective Sale Price:	\$32,876,147
Sale Date:	11/20/2016
Recording Date:	11/20/2016
Sale Status:	Closed
\$/Acre(Gross):	\$571,828
\$/Land SF(Gross):	\$13.13
Grantor/Seller:	Interfor US Inc.
Grantee/Buyer:	IPT Tacoma Logistics Center
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Bargain and Sale Deed
Recording No.:	201612010321
Verified By:	Matthew A. Bacon, MAI
Verification Date:	03/06/2017
Confirmation Source:	Tony Kusak, Cushman & Wakefield (206-521-0263)
Verification Type:	Confirmed-Seller Broker
Secondary Verific. Source:	Pierce County Auditor

Sale Analysis

Other Adj.:	\$500,000
Adjust. Comments:	Demolition Costs

Improvement and Site Data

Legal/Tax/Parcel ID:	895000-056-8 895000-056-9
Acres(Gross):	57.49
Land-SF(Gross):	2,504,400
Shape:	Irregular
Topography:	Level
Zoning Code:	PMI
Zoning Desc.:	Port Maritime and Industrial District
Utilities Desc.:	All utilities available to the site
Source of Land Info.:	Public Records

Comments

The existing structures were specialized for a lumber mill use and no longer add value to the underlying land. The seller demolished the structures down to their foundation footings. The estimated cost for the buyer to demolish the footings was \$500,000. Including this cost, the effective purchase price is \$32,876,147 (\$13.12 per square foot). The buyer will redevelop the site with two industrial buildings, totaling 1,122,875 million square feet, to be known as IPT Logistics Center (\$29.28 per square foot of building area). Scheduled completion is in February 2018.

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**CITY OF MILTON
RESOLUTION NO. 20-1931**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MILTON,
WASHINGTON SETTING A PUBLIC HEARING FOR VACATION OF
380TH STREET.**

WHEREAS, the City has received a petition from Land Lloyd Development Co. requesting vacation of 380th Street; and

WHEREAS, the petition included the \$500.00 street vacation filing fee in full, a legal description and a property appraisal; and

WHEREAS, Milton Municipal Code 12.06.010, *Initiation*, requires the City Council, by resolution, to fix a time when the petition will be heard by council, which time shall not be more than 60 days, or less than 20 days, after the date of passage of the resolution;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILTON,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

The City Council hereby sets a public hearing for the 380th Street Vacation. The hearing is set for 7:00 p.m. at the City Council meeting on August 3, 2020.

PASSED AND APPROVED by the City Council of the City of Milton, Washington, at a regularly scheduled meeting this 6th day of July 2020.

Shanna Styron Sherrell, Mayor

Attest:

Trisha Summers, City Clerk

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6

To: City Council Members
From: Mayor Shanna Styron Sherrell
Date: July 6, 2020, Regular Meeting
Re: Resolution on Policy for Filling Vacant Mayor/Councilmember Positions

ATTACHMENTS: Resolution 20-1932

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to adopt the attached Resolution 20-1932, updating the policy for filling vacant Mayor or Councilmember positions.”

Fiscal Impact/Source of Funds: N/A.

Discussion:

This policy was originally established and adopted in 2010 when the current Mayor resigned. It has not been updated since.

The attached updated city policy for filling declared vacant Mayor or Council Positions is based on the discussion had at the City Council Retreat on March 5, 2020.

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Exhibit A
City Policy on Filling Declared Vacant Mayor or Council Positions

1.0 Purpose

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The purpose of this policy is to provide guidance to City Council when a Milton Mayor or Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only to serve the remainder of the unexpired term until the next regular municipal election.

2.0 References

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RCW 42.30.110(h) - Executive Session Allowed to consider qualifications of a Candidate for Appointment to Elective Office

RCW 42.30.060 - Prohibition on Secret Ballots

RCW 42.12 - Vacant Position

RCW 35A. 12.030 - Eligibility to hold elective office

RCW 35A. 12.050 - Vacancies

3.0 Appointment Process for Mayor:

The appointment shall be done by approval of a motion of the City Council as follows:

- a. The Mayor Pro-Tem shall open the nominations by Councilmembers.
- b. Any Council-member may nominate another councilmember for appointment as Mayor.
- c. Nominations do not require a second.
- d. After all nominations have been received, the Mayor Pro-Tem shall close the nominations.
- e. Candidates shall be voted in the order that the nominations were received.
- f. A ~~councilmember~~ Councilmember who is nominated shall not vote for him/herself for this position.

g. As soon as one candidate receives a majority vote the Mayor Pro-Tem shall declare the nominee appointed Mayor, and there is no vote on the remaining candidates.

g.h. The new Mayor shall be sworn into office by the City Clerk at the earliest

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opportunity, or no later than the next regularly scheduled City Council Meeting.

4.0 Appointment Process for Councilmember

4.1 The City Council may appoint a qualified member of the community by using the same procedure as described in Section 3.0 above, except that Councilmembers shall nominate any qualified member of the community as defined by RCW 42.12.070; or,

4.2 The City Council shall direct staff to begin the Councilmember appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity as follows:

4.2.1 The vacancy shall be ~~advertized~~advertised as follows:

The City Council of the City of Milton is seeking a qualified person to serve as a member of the City Council in the position vacated by Councilmember

~~---~~The person must be a permanent resident of the city for at least one year at the time of appointment, be at least eighteen years of age, a United State citizen, and a registered voter of the city.

The appointee would serve until the next municipal general election. At that election the city would elect a person to serve out the remainder of the unexpired term of the vacating Councilmember.

Regular meetings and Study Sessions are held as established in MMC 2.04. of the City Council are held at 7:00 p.m. on the first and third Mondays of each month. There is also a Study Session at 5:30 p.m. on the second Monday of each month. Occasionally special meetings are scheduled at different dates or times. Councilmembers who have three unexcused absences from regular meetings are subject to removal from office. The salary for this position is (insert current salary as listed on adopted wage scale) \$400 per month.

Applications must be received by the City Clerk no later than 5:00 p.m. on (date).

4.2.2 ~~The vacancy shall be advertizedadvertised one time as outlined in MMC 1.10. in the next available Milton-Edgewood-Signal, as well as posted on the City's website.~~

4.2.2

4.2.3 Applications received by the deadline will be circulated to the Mayor

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and City Council.

4.2.4 Council may review the qualifications of the applicants in Executive Session and decide in open session, by majority vote the applicants that it wishes to interview. If the Council fails to decide on which candidates to interview within two weeks from the application deadline, the Mayor shall invite all applicants to the interview.

4.2.5 Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each Councilmember.

4.2.6 The interviews will be conducted at open meeting(s) of the Council. Each interview of an applicant shall be no more than 30 minutes in length as follows:

- a. The applicant shall present his or her credentials to the City Council (10 minutes).
- b. The City Council shall ask the predetermined set of questions, which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions and will have two (2) minutes to answer each question (14 minutes).
- c. An informal question and answer period in which Councilmember's may ask and receive answers to miscellaneous questions (10 minutes).
- d. The applicant's order of appearance will be determined by a random lot drawing performed by the City Clerk.
- e. The Council may reduce the 30-minute interview time if the number of applicants exceeds six candidates.

4.2.7 After completing interviews of the ~~candidates~~candidates, the Council may discuss the qualifications further, based on the interview, in Executive Session.

4.2.8 The Council shall then convene in open session and select a candidate using the process described in Section 4.1.

4.3 Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.

4.4 The new Councilmember shall be sworn into office by the ~~City Clerk~~ Mayor at the earliest opportunity, or no later than the next regularly scheduled City Council Meeting.

4.5 The City Council may not appoint a person to fill a City Council or Mayor position until it becomes vacant. The vacant position, either of a Mayor or Councilmember, ~~who resigns on a specified date shall not shall will become not become~~ vacant until the on the -specified date in the resignation. has been established. Once a councilmember has resigned, the resignation may not be withdrawn. If not date is specified in the resignation, it shall be deemed to be immediate.

4.6 The Mayor shall have the authority to break a tie vote on the vote to appoint a person to a vacant City Council seat. The Mayor Pro Tem shall have the authority to break a tie vote on the vote to appoint a person to a vacant Mayor position.

Exhibit A

City Policy on Filling Declared Vacant Mayor or Council Positions

1.0 Purpose

The purpose of this policy is to provide guidance to City Council when a Milton Mayor or Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only to serve the remainder of the unexpired term until the next regular municipal election.

2.0 References

RCW 42.30.110(h) - Executive Session Allowed to consider qualifications of a Candidate for Appointment to Elective Office

RCW 42.30.060 - Prohibition on Secret Ballots

RCW 42.12 - Vacant Position

RCW 35A. 12.030 - Eligibility to hold elective office

RCW 35A. 12.050 - Vacancies

3.0 Appointment Process for Mayor:

The appointment shall be done by approval of a motion of the City Council as follows:

- a. The Mayor Pro-Tem shall open the nominations by Councilmembers.
- b. Any Councilmember may nominate another councilmember for appointment as Mayor.
- c. Nominations do not require a second.
- d. After all nominations have been received, the Mayor Pro-Tem shall close the nominations.
- e. Candidates shall be voted in the order that the nominations were received.
- f. A Councilmember who is nominated shall not vote for him/herself for this position.
- g. As soon as one candidate receives a majority vote the Mayor Pro-Tem shall declare the nominee appointed Mayor, and there is no vote on the remaining candidates.
- h. The new Mayor shall be sworn into office by the City Clerk at the earliest

opportunity, or no later than the next regularly scheduled City Council Meeting.

4.0 Appointment Process for Councilmember

4.1 The City Council may appoint a qualified member of the community by using the same procedure as described in Section 3.0 above, except that Councilmembers shall nominate any qualified member of the community as defined by RCW 42.12.070; or,

4.2 The City Council shall direct staff to begin the Councilmember appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity as follows:

4.2.1 The vacancy shall be advertised as follows:

The City Council of the City of Milton is seeking a qualified person to serve as a member of the City Council in the position vacated by Councilmember _____. The person must be a permanent resident of the city for at least one year at the time of appointment, be at least eighteen years of age, a United State citizen, and a registered voter of the city.

The appointee would serve until the next municipal general election. At that election the city would elect a person to serve out the remainder of the unexpired term of the vacating Councilmember.

Regular meetings and Study Sessions are held as established in MMC 2.04. Occasionally special meetings are scheduled at different dates or times. Councilmembers who have three unexcused absences from regular meetings are subject to removal from office. The salary for this position is (insert current salary as listed on adopted wage scale) per month.

Applications must be received by the City Clerk no later than 5:00 p.m. on (date).

4.2.2 The vacancy shall be advertised one time as outlined in MMC 1.10.

4.2.3 Applications received by the deadline will be circulated to the Mayor and City Council.

4.2.4 Council may review the qualifications of the applicants in Executive Session and decide in open session, by majority vote the applicants that it wishes to interview. If the Council fails to decide on which candidates to interview within two weeks from the application deadline, the Mayor

shall invite all applicants to the interview.

- 4.2.5 Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each Councilmember.
- 4.2.6 The interviews will be conducted at open meeting(s) of the Council. Each interview of an applicant shall be no more than 30 minutes in length as follows:
 - a. The applicant shall present his or her credentials to the City Council (10 minutes).
 - b. The City Council shall ask the predetermined set of questions, which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions and will have two (2) minutes to answer each question (14 minutes).
 - c. An informal question and answer period in which Councilmember's may ask and receive answers to miscellaneous questions (10 minutes).
 - d. The applicant's order of appearance will be determined by a random lot drawing performed by the City Clerk.
 - e. The Council may reduce the 30-minute interview time if the number of applicants exceeds six candidates.
- 4.2.7 After completing interviews of the candidates, the Council may discuss the qualifications further, based on the interview, in Executive Session.
- 4.2.8 The Council shall then convene in open session and select a candidate using the process described in Section 4.1.
- 4.3** Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.
- 4.4** The new Councilmember shall be sworn into office by the Mayor at the earliest opportunity, or no later than the next regularly scheduled City Council Meeting.
- 4.5** The City Council may not appoint a person to fill a City Council or Mayor

position until it becomes vacant. The vacant position, either of a Mayor or Councilmember, shall become vacant on the specified date in the resignation. Once a councilmember has resigned, the resignation may not be withdrawn. If not date is specified in the resignation, it shall be deemed to be immediate.

4.6 The Mayor shall have the authority to break a tie vote on the vote to appoint a person to a vacant City Council seat. The Mayor Pro Tem shall have the authority to break a tie vote on the vote to appoint a person to a vacant Mayor position.

**CITY OF MILTON, WASHINGTON
RESOLUTION NO. 20-1932**

**A RESOLUTION OF THE CITY OF MILTON, PIERCE COUNTY,
WASHINGTON ESTABLISHING COUNCIL POLICIES AND PROCEDURES FOR
FILLING A MAYOR OR COUNCIL POSITION THAT HAS BEEN DECLARED
VACANT.**

WHEREAS, subject to statute under RCW 35A.12.050 and 42.12.070 the City Council is the governing body designated to appoint a qualified person the fill a vacant Mayor or council position; and

WHEREAS, these statutes provide only general rules for the appointment of someone to fill a vacant position; and

WHEREAS, the City Council has expressed a desire to establish set policies and procedures to standardize the process to eliminate confusion and misunderstanding.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Milton hereby adopts the Policy entitled “City Policy on Filling Declared Vacant Council Positions” as attached hereto as Exhibit A.

Passed and approved this 6th day of July,2020.

Shanna Styron Sherrell, Mayor

ATTEST:

Trisha Summers, City Clerk

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Agenda Item # 6D

To: Mayor Styron Sherrell and City Council Members
From: Michelle Robbecke, Finance Director
Date: July 6, 2020
Re: **Purchase of Replacement Vehicle for Public Works Shop**

ATTACHMENTS: Quote from Dwayne Lane through the State of Washington contract

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: "I move to approve the purchase of a 2019 Ram 1500 truck through the State of Washington contract in an amount not to exceed \$34,555 for a replacement vehicle for the Public Works Shop, and authorize the Mayor to sign all documents necessary to execute the purchase."

Fiscal Impact/Source of Funds: The 2020 Asset Replacement and Capital Improvement Fund Budget includes an expenditure in the amount of \$38,000 for the replacement of the Public Works Shop vehicle.

Issue/Discussion: The current Public Works Shop vehicle is a 1998 Chevrolet C1500 truck. The vehicle is now 23 years old and has reached the end of its useful life. At this time, the continued cost of repairs and maintenance exceeds the value of the truck.

This vehicle is primarily used by the City's mechanic. If the vehicle is out of commission for any period of time, it could result in a loss of productivity and impact his ability to perform his assigned duties.

The proposed replacement vehicle is a 2019 Ram 1500 truck purchased from Dwayne Lane through the State of Washington contract. Once the replacement vehicle is purchased and in service, the 1998 Chevrolet C1500 truck will be surplus to the City's needs.

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Contract Automobile Request System (CARS)



Create Vehicle Quote

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles View Contract		
Dealer: Northsound Dwayne Lane - W1675 10515 Evergreen Way Everett WA 98204		Dealer Contact: Mike O'Donnell Dealer Phone: (425) 551-4905 Ext: Dealer Email: fleet@dwaynelane.com
Order Code	Vehicle Description	Base Price
2019-0858-001	2019 Ram 1500 Classic Tradesman 4x4 View contract standard specifications	\$22,385.00

Organization Information

Organization: MILTON, CITY OF - 22709 My org is not listed

Email Address: 1@1

Final Vehicle Location: EVERETT RTA

Internal Notes:

Color Options

Color Name	Qty	
Granite Crystal Met. Clear Coat extra cost (PAU)	1	Edit
- Select vehicle color -		Add Color

Tax Exempt: Yes

Vehicle Options

Order Code	Option Description	Unit Price
<input type="checkbox"/> 2019-0858-002	Dealer Upfit Options to come at a later date	\$0.00
<input type="checkbox"/> 2019-0858-003	INFORMATION ONLY: Order cutoff date to be determined	\$0.00
<input type="checkbox"/> 2019-0858-003	INFORMATION ONLY: Order cutoff date to be determined	\$0.00
<input type="checkbox"/> 2019-0858-010	2019 Ram 1500 Classic Tradesman 4x4 Reg Cab (120inch WB 6ft 4in Box) with 3.6L V6 24V VVT Engine, 8spd Auto 845RE Trans and 3.21 Rear Axle Ratio (DS6L61) (22B)	\$0.00
<input type="checkbox"/> 2019-0858-011	2019 Ram 1500 Classic Tradesman 4x4 Reg Cab (140inch WB 8ft Box) with 3.6L V6 24V VVT Engine, 8spd Auto 845RE Trans and 3.21 Rear Axle Ratio (DS6L62) (22B)	\$200.00
<input type="checkbox"/> 2019-0858-012	2019 Ram 1500 Classic Tradesman 4x4 Quad Cab (140inch WB 6ft 4in Box) with 3.6L V6 24V VVT Engine, 8spd Auto 845RE Trans and 3.21 Rear Axle Ratio (DS6L41) (22B). Includes Power Windows and Locks with NO Remotes, and Power Heated Mirrors.	\$2,200.00
<input type="checkbox"/> 2019-0858-013	2019 Ram 1500 Classic Tradesman 4x4 Crew Cab (140inch WB 5ft 7in Box) with 3.6L V6 24V VVT Engine, 8spd Auto 845RE Trans and 3.21 Rear Axle Ratio (DS6L98) (22B). Includes Power Windows and Locks with NO Remotes, and Power Heated Mirrors.	\$4,000.00
<input checked="" type="checkbox"/> 2019-0858-014	2019 Ram 1500 Classic Tradesman 4x4 Crew Cab (149inch WB 6ft 4in Box) with 5.7L V8 HEMI MDS VVT Engine, 8spd Auto 8HP70 Trans and 3.21 Rear Axle Ratio (DS6L91) (27B). Includes Power Windows and Locks with NO Remotes, and Power Heated Mirrors.	\$5,000.00
<input type="checkbox"/> 2019-0858-015	Credit for pickup from Dealer (Orders for Eastern Washington) (Deduct)(DLR)	(\$75.00)

Create Vehicle Quote

<input type="checkbox"/>	2019-0858-016 Credit for pickup from Dealer (Orders for Western Washington) (Deduct)(DLR)	(\$40.00)
<input type="checkbox"/>	2019-0858-017 Upgrade V8 Engine, 5.7L V8 HEMI MDS VVT Engine, includes 8-spd auto transmission 8HP70 (EZH)	\$1,950.00
<input type="checkbox"/>	2019-0858-018 Cloth 40/20/40 Bench Seat/Black/Diesel Gray for Reg Cab (*V9/-X8): Includes 40/20/40 Split Bench Seat (CBE), Front Armrest w/Three Cupholders (CDR), Manual Adjust Seats (JP8).	\$95.00
<input type="checkbox"/>	2019-0858-019 Cloth 40/20/40 Bench Seat/Black/Diesel Gray for Quad Cab (*V9/-X8): Includes 40/20/40 Split Bench Seat (CBE), Front Armrest w/Three Cupholders (CDR), Manual Adjust Seats (JP8), Rear Folding Seat (CFM), and Storage Tray (CUY).	\$315.00
<input type="checkbox"/>	2019-0858-020 Cloth 40/20/40 Bench Seat/Black/Diesel Gray for Crew Cab (*V9/-X8): Includes 40/20/40 Split Bench Seat (CBE), Front Armrest w/Three Cupholders (CDR), Manual Adjust Seats (JP8), Rear Folding Seat (CFM), and Storage Tray (CUY).	\$315.00
<input type="checkbox"/>	2019-0858-021 Cloth 40/20/40 PREMIUM Bench Seat/Black/Diesel Gray for Reg Cab (*M9/-X8): Includes 40/20/40 Split Bench Seat (CBE), Front Armrest w/Three Cupholders (CDR), Power 10-way Drivers Seat (JRT), Power Drivers Seat Lumbar Adjustment (JPW), 115V Aux Power Outlet (JKV), Remote USB Port - Charge Only (RS3), and Front Center Seat Cushion Storage (CVH).	\$850.00
<input type="checkbox"/>	2019-0858-022 Cloth 40/20/40 PREMIUM Bench Seat/Black/Diesel Gray for Quad Cab (*M9/-X8): Includes 40/20/40 Split Bench Seat (CBE), Front Armrest w/Three Cupholders (CDR), Rear 60/40 Split Folding Bench Seat (CSX), Folding Flat Load Floor Storage (CVN), Storage Tray (CUY), Power 10-way Drivers Seat (JRT), Power Drivers Seat Lumbar Adjustment (JPW), 115V Aux Power Outlet (JKV), Remote USB Port - Charge Only (RS3), and Front Center Seat Cushion Storage (CVH).	\$1,000.00
<input checked="" type="checkbox"/>	2019-0858-023 Cloth 40/20/40 PREMIUM Bench Seat/Black/Diesel Gray for Crew Cab (*M9/-X8): Includes 40/20/40 Split Bench Seat (CBE), Front Armrest w/Three Cupholders (CDR), Rear 60/40 Split Folding Bench Seat (CSX), Folding Flat Load Floor Storage (CVN), Storage Tray (CUY), Power 10-way Drivers Seat (JRT), Power Drivers Seat Lumbar Adjustment (JPW), 115V Aux Power Outlet (JKV), Remote USB Port - Charge Only (RS3), and Front Center Seat Cushion Storage (CVH).	\$1,000.00
<input type="checkbox"/>	2019-0858-024 Tradesman SXT Package (AAY): Includes Carpet Floor Covering (CKE), Front Floor Mats (CLA), Rear Floor Mats (CLB), Overhead Console (CUN), Rear View Day/Night Mirror (GNA), Remote Keyless Entry with All-Secure (GXM), Temperature and Compass Gauge (JFJ), GPS Antenna Input (JLP), Front Fog Lamps (LNJ), Bright Rear Bumper (MBF), Body Color Upper Fascia (MCM), Bright Front Bumper (MCT), Bright Grille (MFD), Dual Rear Exhaust w/Bright Tips (NER), Uconnect 3 with 5inch Display (RA2), 5.0inch Touchscreen Display (RFU), SiriusXM Satellite Radio (RSD), Full Size Temporary Use Spare Tire (TBS), P275/60R20 BSW All Season Tires (TTN), 20x8.0 Aluminum Chrome Clad Wheels (WHK), 1-Yr SiriusXM Radio Service (X9B), For More Info, Call 800-643-2112 (X9H), Integrated Voice Command w/Bluetooth (XRB). Requires Cloth 40/20/40 Bench Seat (*V9/-X8).	\$2,895.00
<input type="checkbox"/>	2019-0858-025 Popular Equipment Group (AJY): Requires Cloth 40/20/40 Bench Seat (*V9/-X8). Includes Carpet Floor Covering (CKE), Front Floor Mats (CLA), SiriusXM Satellite Radio (RSD), 1year SiriusXM Radio Service (X9B). With Quad Cab and Crew Cab additionally includes Rear Floor Mats (CLB) and Remote Keyless Entry with all-Secure (GXM).	\$825.00
<input type="checkbox"/>	2019-0858-026 Power and Remote Entry Group (AJH): Includes Prem Vinyl Door Trim w/Map Pocket (CBZ), Power Heated Mirrors, Fold Away (GT6), Remote Keyless Entry with All Secure (GXM), Power Locks (JPB), Pwr Windows, Front 1-Touch Down (JPY), Black Exterior Mirrors (LE4), Exterior Mirrors w/Heating Element (NHJ). Available for Reg Cab only.	\$735.00
<input checked="" type="checkbox"/>	2019-0858-027 Remote Keyless Entry with All-Secure (GXM). Available only with Quad Cab and Crew Cab.	\$190.00
<input type="checkbox"/>	2019-0858-028 Remote Start and Security Alarm Group (AJB): Includes Security Alarm (LSA) and Remote Start System (XBM). With Reg Cab requires Power and Remote Entry Group (AJH) and Popular Equipment Group (AJY) and Cloth 40/20/40 Bench Seat (*V9/-X8). With Quad and Crew Cab requires Remote Keyless Entry with All-Secure (GXM) or Popular Equipment Group (AJY) and Cloth 40/20/40 Bench Seat (*V9/-X8).	\$395.00
<input checked="" type="checkbox"/>	2019-0858-029 Power Black Trailer Tow Mirrors (GPG): Includes Black Exterior Mirrors (LE4), Ext Mirrors w/Supplemental Signals (LEB), Exterior Mirrors Courtesy Lamps (LEC), Trailer Tow Mirrors (LEG), Exterior Mirrors w/Heating Element (NHJ). With Reg Cab requires Power and Remote Entry Group (AJH). With Quad Cab and Crew Cab requires Remote Keyless Entry with All-Secure (GXM).	\$180.00
<input checked="" type="checkbox"/>	2019-0858-030 Trailer Brake Control (XHC)	\$295.00
<input type="checkbox"/>	2019-0858-031 Uconnect 3.0 (UA1): Rear Backup Camera Display is in Rear View Mirror. Includes Media Hub (USB, Aux) (RS6) and Integrated Voice Command w/Bluetooth (XRB).	\$195.00
<input checked="" type="checkbox"/>	2019-0858-032 Uconnect 3 with 5inch Display (RA2): Recommended. Rear Backup Camera Display in 5-inch Screen instead of Rear View Mirror. Includes Overhead Console (CUN), Rear View Day/Night Mirror (GNA), Temperature and Compass Gauge (JFJ) 5.0inch Touchscreen Display (RFU), Remote USB Port, Charge Only (RS3), Media Hub (USB, Aux) (RS6), Integrated Voice Command w/Bluetooth (XRB), SiriusXM Satellite Radio (RSD), 1yr SiriusXM Radio Service (X9B)	\$695.00
<input type="checkbox"/>	2019-0858-033 Single Disc Remote CD Player (RH1)	\$345.00
<input type="checkbox"/>	2019-0858-034 Daytime Running Lights, Low Beam (LM1)	\$40.00
<input type="checkbox"/>	2019-0858-035 ParkSense Rear Park Assist System (XAA). Not available with LED Bed Lighting (LPL) and not available with RamBox Cargo Management System (XB9)	\$250.00
<input checked="" type="checkbox"/>	2019-0858-036 LED Bed Lighting (LPL). Not available with ParkSense Rear Park Assist System (XAA).	\$145.00
<input type="checkbox"/>	2019-0858-037 RamBox Cargo Management System (XB9): Includes Vendor Painted Cargo Box Tracking (4ZB), 4 Adjustable Cargo Tie Down Hooks (CL2), Bed Cargo Divider and Extender (XMC), LED Bed Lighting (LPL). Not available with ParkSense Rear Park Assist System (XAA). Not available with 8ft bed. With Reg Cab requires Power and Remote Entry Group (AJH). With Quad Cab and Crew Cab requires Remote Keyless Entry with All-Secure (GXM) or Popular Equipment Group (AJY). Only available in Bright White (PW7), Flame Red (PR4), Blue Streak (PCL), Delmonico Red (PRV), True Blu (PBU), Bright Silver (PS2), Brilliant Black (PSR), Granite Crystal (PAU), Maximum Steel (PAR), and RV Match Walnut Brown (PUW).	\$1,295.00

Create Vehicle Quote

<input type="checkbox"/>	2019-0858-038 Rear Window Defroster (GFA). Only available with Quad and Crew Cab.	\$195.00
<input type="checkbox"/>	2019-0858-039 Rear Sliding Window (GFD). Only available with Reg Cab.	\$195.00
<input type="checkbox"/>	2019-0858-040 Black Tubular Side Steps (MRU)	\$695.00
<input type="checkbox"/>	2019-0858-041 Wheel to Wheel Side Steps (MRA). Not available with 8ft bed.	\$740.00
<input type="checkbox"/>	2019-0858-042 Tire Upgrade LT265/70R17E BSW All Terrain Tires (TTB)	\$250.00
<input checked="" type="checkbox"/>	2019-0858-043 32 Gallon Fuel Tank (NFX). Only available with Quad and Crew Cab.	\$445.00
<input checked="" type="checkbox"/>	2019-0858-044 Protection Group (ADB). Includes Tow Hooks (XEA), Transfer Case Skid Plate Shield (XEF), and Front Suspension Skid Plate (XEU)	\$395.00
<input checked="" type="checkbox"/>	2019-0858-045 Anti-Spin Differential Rear Axle (DSA)	\$495.00
<input type="checkbox"/>	2019-0858-046 3.55 Rear Axle Ratio (DMD). Only available with Base Package, 3.6L V6 engine (ERB).	\$95.00
<input type="checkbox"/>	2019-0858-047 3.92 Rear Axle Ratio (DMH). Only available with 5.7L HEMI V8 engine (EZH) upgrade.	\$95.00
<input type="checkbox"/>	2019-0858-048 Engine Block Heater (NHK)	\$95.00
<input type="checkbox"/>	2019-0858-049 Delete Carpet (CK9): Delete Floor Mats (CLB). Requires Popular Equipment Group (AJY) and Cloth 40/20/40 Bench Seat (*V9/-X8).	\$0.00
<input type="checkbox"/>	2019-0858-050 Carpet Floor Covering (CKE)	\$110.00
<input type="checkbox"/>	2019-0858-051 Locking Lug Nuts (XJC)	\$60.00
<input type="checkbox"/>	2019-0858-052 Front Rubber Floor Mats (CLY). Requires Popular Equipment Group (AJY) and Cloth 40/20/40 Bench Seat (*V9/-X8). Only available with Regular Cab.	\$125.00
<input type="checkbox"/>	2019-0858-053 Front and Rear Rubber Floor Mats (CLF). Requires Popular Equipment Group (AJY) and Cloth 40/20/40 Bench Seat (*V9/-X8). Only available with Quad and Crew Cab.	\$135.00
<input type="checkbox"/>	2019-0858-054 Chrome Appearance Group (AED): Includes Bright Front Bumper (MCT), Bright Grille (MFD), Bright Rear Bumper (MBF), 17x7.0 Aluminum Wheels (WFE)	\$695.00
<input type="checkbox"/>	2019-0858-055 Chrome Plus Package (AEP): Requires Cloth 40/20/40 Bench Seat (*V9/-X8). Includes Carpet Floor Covering (CKE), Front Floor Mats (CLA), Bright Rear Bumper (MBF), Body Color Upper Fascia (MCM), Bright Front Bumper (MCT), Bright Grille (MFD), Uconnect 3.0 (UA1), 17x7.0 Aluminum Wheels (WFE), Delete Spray in Bedliner (XM9), Integrated Voice Command w/Bluetooth (XRB).	\$1,295.00
<input type="checkbox"/>	2019-0858-056 Tri-Fold Tonneau Cover (CS7)	\$595.00
<input type="checkbox"/>	2019-0858-057 Delete Class IV Receiver Hitch (XF8)	(\$70.00)
<input type="checkbox"/>	2019-0858-058 Delete Spray in Bedliner (XM9)	(\$150.00)
<input type="checkbox"/>	2019-0858-059 Blue Streak Pearl Coat extra cost (PCL)	\$100.00
<input type="checkbox"/>	2019-0858-060 Delmonico Red Pearl Coat extra cost (PRV)	\$100.00
<input checked="" type="checkbox"/>	2019-0858-061 Granite Crystal Met. Clear Coat extra cost (PAU)	\$200.00
<input type="checkbox"/>	2019-0858-062 Maximum Steel Met. Clear Coat extra cost (PAR)	\$200.00
<input type="checkbox"/>	2019-0858-063 RV Match Walnut Brown Met CC extra cost (PUW)	\$200.00
<input type="checkbox"/>	2019-0858-064 True Blue Pearl Coat extra cost, not avail with Reg Cab (PBU)	\$100.00
<input type="checkbox"/>	2019-0858-065 Brilliant Black Crystal Pearl Coat extra cost, not avail with Reg Cab (PXR)	\$200.00
<input type="checkbox"/>	2019-0858-066 Bright Silver Met Clear Coat extra cost, not avail with Reg Cab (PS2)	\$200.00
<input type="checkbox"/>	2019-0858-067 Case IH Red extra cost, not avail with Reg Cab (P61)	\$450.00
<input type="checkbox"/>	2019-0858-068 Low Vol Black Clear Coat extra cost, not avail with Reg Cab (PX8)	\$450.00
<input type="checkbox"/>	2019-0858-069 Low Vol Bright Green extra cost, not avail with Reg Cab (P68)	\$450.00
<input type="checkbox"/>	2019-0858-070 Low Vol Bright Red extra cost, not avail with Reg Cab (P12)	\$450.00
<input type="checkbox"/>	2019-0858-071 Low Vol Construction Yellow extra cost, not avail with Reg Cab (P71)	\$450.00
<input type="checkbox"/>	2019-0858-072 Low Vol Detonator Yellow Clear Coat extra cost, not avail with Reg Cab (PYB)	\$450.00
<input type="checkbox"/>	2019-0858-073 Low Vol Hills Green extra cost, not avail with Reg Cab (P06)	\$450.00
<input type="checkbox"/>	2019-0858-074 Low Vol Light Cream extra cost, not avail with Reg Cab (P64)	\$450.00
<input type="checkbox"/>	2019-0858-075 Low Vol Midnight Blue Pearl extra cost, not avail with Reg Cab (PB8)	\$450.00
<input type="checkbox"/>	2019-0858-076 Low Vol Omaha Orange extra cost, not avail with Reg Cab (P62)	\$450.00
<input type="checkbox"/>	2019-0858-077 Low Vol Power Tan extra cost, not avail with Reg Cab (P81)	\$450.00
<input type="checkbox"/>	2019-0858-078 Low Vol School Bus Yellow extra cost, not avail with Reg Cab (PL1)	\$450.00
<input type="checkbox"/>	2019-0858-079 Low Vol Timberline Green Pearl extra cost, not avail with Reg Cab (PGW)	\$450.00
<input type="checkbox"/>	2019-0858-080 Low Vol Tree Green extra cost, not avail with Reg Cab (P73)	\$450.00
<input type="checkbox"/>	2019-0858-081 Low Vol Yellow extra cost, not avail with Reg Cab (P63)	\$450.00
<input type="checkbox"/>	2019-0858-082 New Holland Blue extra cost, not avail with Reg Cab (P72)	\$450.00

Create Vehicle Quote

<input type="checkbox"/> 2019-0858-201 Mud Flaps, Front and Rear (DLR)	\$400.00
<input type="checkbox"/> 2019-0858-202 Back-up alarm (DLR)	\$200.00
<input type="checkbox"/> 2019-0858-203 Spotlight 6 inch Clear Lens, Pillar Mounted Leftside (DLR)	\$600.00
<input type="checkbox"/> 2019-0858-204 Spotlight 6 inch LED Lens, Pillar Mounted Leftside (DLR)	\$750.00
<input type="checkbox"/> 2019-0858-205 Undercoating (DLR)	\$300.00
<input checked="" type="checkbox"/> 2019-0858-206 Keys, set of 2 instead of 4 (Deduct)	(\$40.00)

Quote Totals

		Total Vehicles: 1
		Sub Total: \$31,385.00
		10.1 % Sales Tax: \$3,169.89
		Quote Total: \$34,554.89
Vehicle Menu	Clear Form	Create Quote





Agenda Item #6E

To: Mayor Styron Sherrell and City Council Members
From: Michelle Robbecke, Finance Director
Date: July 6, 2020
Re: **Grant Acceptance - Local Government Coronavirus Relief Fund**

ATTACHMENTS: Interagency Agreement with Washington State Department of Commerce

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: "I move to accept an award of \$237,900 from the Local Government Coronavirus Relief Fund administered by the Washington State Department of Commerce and authorize the Mayor to sign all documents necessary to execute the interagency agreement."

Fiscal Impact/Source of Funds: Eligible COVID-19 expenditures up to \$237,900 may be reimbursed through this grant. The grant does not require any City matching funds.

Discussion: Governor Inslee directed the Washington State Department of Commerce to release a portion of the funds made available to the State through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This direction included an award of \$237,900 to the City of Milton. These funds are intended for costs incurred due to the public health emergency with respect to COVID-19 and may only be used for very specific expenditures. Funds may be used to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
- were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.

To date, the City has incurred approximately \$50,000 in expenditures directly related to COVID-19 for which it is seeking reimbursement. These expenditures include labor, disinfecting and cleaning supplies, personal protective equipment, and other necessary supplies and services.

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Interagency Agreement with

City of Milton

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date:

March 1, 2020

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**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor City of Milton 1000 Laurel St Milton, Washington 98354-8850		2. Contractor Doing Business As (optional)	
3. Contractor Representative Michelle Robbecke Finance Director (253) 517-2704 mrobbecke@cityofmilton.net		4. COMMERCE Representative Chuck Hunter Project Manager (360) 764-3312 Fax 360-586-5880 chuck.hunter@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$237,900.00	6. Funding Source Federal: X State: Other: N/A:	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) \$237,900.00	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): 10.00%
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0018188-00	12. UBI # 999999999	13. DUNS # N/A
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR _____ Shanna Styron Sherrell, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. **DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. **LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. **ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. **AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. **ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. **CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

- 1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
- 2. Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury’s December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.



Printed Name



Title

Signature



Date:

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	



Agenda Item #: 6F

To: City Council Members
From: Police Chief Hernandez, Finance Director Robbecke and City Clerk Trisha Summers
Date: July 6, 2020
Re: Mayor Salary Study - as Requested by the City Council

ATTACHMENTS: Compensation Comparison for Mayors and City Administrators
Staff Analysis and Salary Recommendation for Mayor
Proposed Ordinance

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Action: Review and evaluate the compensation of the Mayor position.

Fiscal Impact/Source of Funds: The compensation information gathered for Mayors provides a range of annual salaries among comparable cities from \$54,996 to \$152,244. Staff's recommended annual salary is the average of the Mayor salaries as shown in the attached compensation comparison of \$93,700. Staff also recommends that the salary and benefits be allocated as provided for in the 2019 Budget for the Municipal Services Administrator as follows:

- 24.94% General Fund
- 27.85% Electric Utility Fund
- 16.35% Water Utility Fund
- 11.21% Stormwater Utility Fund
- 19.13% Information Technology Fund
- 00.52% Vehicle Maintenance Fund

Expenditures in each of these funds are currently trending below budgeted amounts and should be able to accommodate the compensation adjustment. In addition, General Fund revenues are trending slightly higher than budgeted amounts as well as amounts received in the previous year during the same time period.

Issue: The City of Milton strives to provide its residents with a safe, comfortable, livable City that is professionally administered.

The current Mayor, in the absence of a City Administrator, is acting as the "City Administrator". As the City Administrator and Chief Executive Officer of the City, the Mayor has been working in a full-time capacity and managing the City's human resources, contracts, budgeting,

forecasting, labor relations, and a management team comprised of four direct report managers including Finance, Police, Public Works, and City Clerk as well as a host of other issues.

The City of Milton is considering increasing the Mayor salary to reflect the current level of responsibility and supervision being provided.

Discussion: Staff was directed by Council to work collectively to perform any necessary data collection and analysis to assess and quantify the compensation in other comparable cities where Mayors are also acting as City Administrators. This was undertaken so that the Council may determine the appropriate level of compensation for the Mayor's Office with or without a City Administrator.

**Cities with Population of 1,000 - 14,999
2020 Compensation for Mayor with No City Administrator**

Agency	Monthly	Annual	Population
Port Orchard	\$ 7,111	\$ 85,327	14,734
Edgewood	\$ 8,200	\$ 98,400	12,070
Poulsbo	\$ 8,444	\$ 101,324	11,180
Othello	\$ 12,512	\$ 150,144	8,270
Coupeville	\$ 6,000	\$ 72,000	1,900
Langley	\$ 4,583	\$ 54,996	1,175
Average	\$ 7,808	\$ 93,700	
Milton	\$ 1,500	\$ 18,000	8,400

**Cities with Population of 1,000 - 14,999
2020 Compensation for City Administrator**

Agency	Monthly	Annual	Population
Quincy	\$ 9,442	\$ 113,304	7,930
Chehalis	\$ 12,687	\$ 152,244	7,550
Enumclaw	\$ 11,340	\$ 136,080	12,610
Ephrata	\$ 10,369	\$ 124,428	8,210
Stevenson	\$ 7,500	\$ 90,000	1,655
Leavenworth	\$ 9,667	\$ 116,004	2,080
Average	\$ 10,168	\$ 122,010	
Milton (2019)	\$ 10,250	\$ 123	8,400

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Staff Analysis and Salary Recommendation for Mayor

REPORT

DATE: July 6, 2020

Preamble

Statement of Fact: Council asked staff to research and present comparable cities to determine what the appropriate compensation for the Mayor of the City of Milton should be with no current City Administrator.

The determination of the appropriate compensation level for the City of Milton Mayor currently rests with the City of Milton City Council. Council has asked staff to conduct an analysis of the salaries of current mayors who fulfill a management role (acting as city administrators) and elected role as city mayor. Staff looked at comparable cities in the state of Washington.

Findings of Fact

1. Staff considered a variety of factors as relevant to setting salaries, including the need to attract candidates for office from a variety of occupations and the fact that elected officials' primary motivation is public service. Comparisons to similarly situated cities and cost of living changes that have occurred since the last salary adjustments were also included. Specific information considered by City staff included:
 - a. Association of Washington Cities (AWC) 2019 and 2020 Salary Data - Cities and Towns.
 - b. Comparable city salaries within the population range of 1,000 to 14,999 which follow the Mayor-Council form of government including Quincy, Chehalis, Enumclaw, Ephrata, Stevenson, and Leavenworth.
2. The Mayor currently receives a salary of \$1,500 per month with no health insurance benefits provided.
 - a. As of July 6, 2020, a market salary adjustment is recommended for the Mayor based on the average of comparable cities of \$7,808 per month or \$93,700 per year to align with the comparable cities in accordance with the a compensation philosophy of +/- 2% of the applicable market range.
3. The salary of the Mayor of City of Milton should be adjusted to \$7,808 per month or \$93,700 per year, and health insurance benefits for medical, dental and vision insurance should be provided at the same levels and premium payments as those provided to other regular non-represented employees of the City.
4. Staff recommends the salary for the Mayor should be increased to the recommended average effective July 6, 2020, and should be increased by a cost of living adjustment each

year as provided to other regular non-represented employees of the City. Benefits should also be adjusted with any change to health care benefits and provided at the same levels and premium payments as those provided to regular non-represented employees for medical, dental and vision.

5. If the City's form of government changes from Mayor-Council or the Mayor's position is adjusted from full-time to part-time, the Council should reconsider the Mayor's salary and benefits within a specified period of time.

CITY OF MILTON, WASHINGTON

ORDINANCE NO. 1988-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, ESTABLISHING AN ADJUSTED COMPENSATION FOR THE MAYOR AND THE TERMS AND CONDITIONS APPLICABLE THERETO AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, RCW 35A.12.100 specifies that the Mayor in a Mayor-Council form of government is the Chief Executive and Administrative Officer of the City, in charge of all departments and employees; and

WHEREAS, the scope and complexity of the Mayor's municipal responsibilities have increased, as the Mayor has assumed the full-time responsibilities without an appointed City Administrator; and

WHEREAS, the City Council has determined that the monthly salary and benefits of the Mayor should be adjusted commensurate with the additional responsibilities and efforts required, consistent with a full-time Mayor for the term of the current Mayor; and

WHEREAS, the compensation of the Mayor of the City of Milton was previously established by Ordinance No. 1986-20; and

WHEREAS, the Mayor's current monthly compensation rate is \$1,500, which amount has not been adjusted to reflect the increase in the Mayor's responsibilities and time commitment to the City; and

WHEREAS, RCW 35A.12.070 allows the salary of an incumbent Mayor to be increased by ordinance during his/her term of office provided that the Mayor is prohibited from voting on his/her salary and may not cast a tie-breaking vote on said ordinance;

NOW, THEREFORE,

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

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

Section 2. Compensation. Effective from, and after the effective date of this ordinance, the Mayor shall receive a total annualized salary of \$93,700 and benefits equivalent to other regular non-represented employees of the City. He/she shall not accrue sick or vacation leave. The adjusted salary is based upon the expansion of the regularly established duties and salary of the Mayor acting without a City Administrator and a comparison of the compensation provided to full-time mayors and city administrators in similarly sized communities. The salary shall consist of a base annualized salary of \$18,000 or \$1,500 per month for the ceremonial and other duties of the position of Mayor and an additional annualized component of \$75,700 per year or \$6,308 per month for the performance of the duties of a full-time day to day administrator. The additional component of \$6,308 per month shall expire at midnight on December 31, 2021. The base component for ceremonial duties shall remain in effect until this ordinance is amended or repealed by the City Council.

Section 3. Full Time. The Mayor has agreed to and shall be required to perform the duties of the Mayor on a full-time basis with regularly established office hours during the term of her office. As is applicable to the City's FLSA exempt employees, the Mayor has the discretion to perform her duties in as much or as little time as she deems appropriate, taking time off at her

discretion. It is the expectation of the City Council that the Mayor shall continue with the time and diligence which she has applied to her duties for the remainder of her term.

Section 4. Salary Adjustment. The City Council reserves the right to adjust the annual salary of the Mayor in the future with the understanding that all salary adjustments shall remain effective only through the end of the term of the current Mayor, and that no compensation or benefits shall be payable to the individual elected as Mayor for the next term of office other than the base component of monthly salary of \$1,500 as established by this and prior ordinance.

Section 5. 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 6. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

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

SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

TRISHA SUMMERS, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
OGDEN, MURPHY & WALLACE, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 1988-20