CITY COUNCIL MEETING AGENDA

This is a remote meeting due to the Covid-19 Coronavirus emergency. Details on how to attend this meeting are below. Participants may submit written comments to tsummers@cityofmilton.net. Written comments must be received prior to 12:00pm on the day of the regularly scheduled Council meeting. To speak during the public comment portion of the meeting, please call or email clerk by 5pm the day of the meeting to sign up.

Zoom Meeting ID: 857 1759 0680 Phone number 253-215-8782

October 19, 2020
Monday

Regular Meeting
6:30 p.m.

1. **Call to Order and Flag Salute**

2. **Roll Call of Councilmembers**

3. **Additions/Deletions**

4. **Citizen Participation**

During the coronavirus emergency the public will not have the opportunity to provide live comment. Written comments may be submitted to tsummers@cityofmilton.net, or someone wishing to submit a written comment may call 253-517-2705 by 12:00pm on the day of the meeting. To speak during the public comment portion of the meeting, please call or email clerk by 5pm the day of the meeting to sign up.

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. October 5, 2020
   ii. October 12, 2020

B. Claims Approval:

   i. Approval of checks/vouchers/disbursements numbered 67621 to 67672 in the amount of $180,745.87.
   ii. Approval of the payroll disbursement for October 5, 2020 in the amount of $238,622.42.

6. Regular Agenda

A. 9-11 Agreement
B. Citywide Missing Link Sidewalk Contract
C. Employee Handbook Update Resolution 20-1938
D. Ordinance 1994-20 Approval

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.
If you need ADA accommodations, please contact City Hall at (253) 517-2705
at least 24 hours prior to the meeting.
Thank you.

CITY COUNCIL MINUTES

Regular Meeting –via Zoom meeting # 883-6304-0932
Monday, October 5, 2020
6;30p.m.

CALL TO ORDER

Mayor Styron Sherrell called the meeting to order at 6:30 p.m. and led the flag salute.

ROLL CALL

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

Absent: Gillespie

MOTION (Whalen/Whitaker) "to approve the absence of Councilmember Gillespie from tonight's meeting." **Passed 6/0**

STAFF PRESENT

Public Works Director Afzali, Finance Director Robbecke, City Engineer Jamie Carter, City Attorney W. Scott Snyder and City Clerk Trisha Summers.

ADDITIONS/DELETIONS

None

CITIZEN PARTICIPATION

None

CONSENT AGENDA

A. Check Approval Process

a. Minutes Approval:
   i. September 21, 2020 Regular Meeting

b. Claims Approval:
   i. Approval of the checks/vouchers/disbursements numbered 67543 to 67620 in the amount of $208,426.67.
   ii. Approval of the payroll disbursement of September 18, 2020 in the amount of $208,715.45.

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

REGULAR AGENDA

A. Surprise Lake Outfall Project

Public Works Director Afzali presented this item. The culvert that drains Surprise Lake at 23rd Avenue is undersized and past its useful life. Staff recently learned of findings of fish in the "drain" and that has reprioritized and changed the scope of this project. The environmental implications come into play as we desire to be good stewards of the natural environment within our City boundaries. Being proactive and completing this project before any build out of this area is essential. The 2020 budget allocates $100,000 to initiate this work.

Council asked some questions and had comments about lake levels and timing of the work to be done.

MOTION (Whalen/Linden "to authorize the Mayor to sign the contract with PBS Environmental for $49,896.00 to perform pre-engineering work for this project." **Passed 6/0**

B. Playground Equipment

Public Works Director Afzali presented this item. The current playground equipment at the Milton Community Park is outdated and has reached the end of its useful life. The Certified Playground Inspector for the City performed an inspection and found that the equipment does not meet current safety standards. The play area also consists of wood chips which require a high level of maintenance and should be replaced with rubberized interlocking tiles to reduce maintenance and also increase safety. The cost of replacing the equipment will come from the Playground Equipment Fund and the Citywide Park Improvement Fund.

Council is excited for this equipment to be replaced and is happy to hear about the use of the rubberized tiles instead of the current wood chips.

MOTION (Peretti/Whalen) "to authorize the Mayor to execute the contract with GameTime c/o Great Western Recreation in an amount not to exceed $137,239.60 for removing and disposing of existing playground equipment, site preparation, installing interlocking tile, and installing new playground equipment." **Passed 6/0**

C. Employee Handbook Resolution 20-1938 First Read

Mayor Styron Sherrell presented this item to council. The current handbook was created in 1998 and hasn't been updated since August of 2016. The changes reflected are items that were already stated in the CBA's and Exempt policy have been removed to avoid duplication and current leave, discrimination and accommodation laws have been added to the handbook. This Resolution will come back to Council for approval on October 19, 2020.

Council inquired about adding a table of contents.

COUNCIL REPORTS

Councilmember Whitaker-

- Good to see everybody!

Councilmember Linden -

- Have been on vacation but am glad to be back!

Councilmember Johnson-

- Thank you for all the staff's hard work!
- The area north of cemetery in Federal Way doesn't belong to Milton. Wish people knew this.
- Happy Birthday to the Mayor on October 3rd!

Councilmember Morton-

- The new flags look amazing, nice work on those.

Councilmember Peretti-

- Good seeing you all, looking forward to being in person meetings.
- Appreciate all the works staff is doing, the City looks good.

Councilmember Whalen -

- The signs along Milton Way look great.
- The notice about utility boxes – can we get more detail?
- Lots of works is being done at Lower Milton Ballfield. Looks great!

DIRECTOR'S REPORTS

Nick Afzali, Public Works Director-

- Sorry about the mix up in presentation tonight –the flow of the water is from East to West. Lake to the Creek.
- Report has been submitted to WSDOT about SR-99 @ Porter Way Intersection and we suggested no round-about.

MAYOR'S REPORT

- We only received 11 applications for the Utility Assistance Program so will be extending the deadline and increasing the income requirements.
- Grant for business owners is going out this week, hopefully.
- People and pets are not allowed at the Lower Milton Ballfield. Please notify the city if you see anyone on the field. The trail is a great place to walk your dog.
- OPMA has been extended through November 9th. Can't wait to get back to in person meetings!

ADJOURNMENT

The meeting was adjourned at 7:29 p.m.

_____
Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

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CITY COUNCIL MINUTES

Study Session –via Zoom meeting # 889-1089-1949
Monday, October 12, 2020
6:30p.m.

CALL TO ORDER

Mayor Styron Sherrell called the meeting to order at 6:33 p.m. and led the flag salute.

ROLL CALL

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

Absent: None

STAFF PRESENT

Public Works Director Afzali, Finance Director Robbecke, City Engineer Jamie Carter, Police Chief Hernandez and City Clerk Trisha Summers.

REGULAR AGENDA

A. Citywide Missing Link Sidewalk Project

Public Works Director Afzali and City Engineer Jamie Carter presented this item. There were eight projects highlighted that are missing links in our Comprehensive Walkway Plan for the City. The City selected a consultant to work with staff to prioritize and monetize the proposed projects and those were shared with staff. Staff is asking council to consider funding the design of these five of the eight identified projects when they return with a contract at the October 19th meeting.

Council asked some clarifying questions about a couple of the proposed projects.

B. 2021 Preliminary Budget

Finance Director Robbecke presented this item to Council. Director Robbecke went through the budget fund by fund highlighting changes from the last budget and the reasons for them. The addition of an Executive Assistant to the Chief was highlighted. Director Afzali spoke about Capital Improvement projects and answered questions about them. There were no significant changes in the funds to highlight from last years' budget. The budget will come back to the study session next month for further review and any necessary discussion

Council asked for a job description for the new position and had a few clarifying questions regarding Capital Improvement projects.

ADJOURNMENT

The meeting was adjourned at 8:24 p.m.

_____

Shanna Styron Sherrell, Mayor

ATTEST: _____

City Clerk

2020 **CONSENT AGENDA ITEM #**

CITY OF MILTON

PAYROLL and CLAIMS VOUCHER APPROVAL

October 19, 2020

Claim Vouchers:

Dates	Check #	Amount
9/30/2020	EFT	32,865.35
10/1/2020	67621	36,992.50
10/6/2020	67624-67648	24,110.21
10/7/2020	67649-67650	332.64
10/9/2020	67651-67672	86,445.17

Total Accounts Payable: **$ 180,745.87**

Voids - 67050, 67051

Printer Error Checks - none

Payroll Disbursements:

Date	Check #	Amount
10/5/2020	67622-67623, EFT, ACH	238,622.42

Total Payroll: **$ 238,622.42**

CHECK REGISTER

City Of Milton — Time: 15:55:23 Date: 10/12/2020
MCAG #: 0590 — 09/30/2020 To: 10/12/2020 — Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5624	**09/30/2020**	**Claims**	**3**	**EFT**	**US BANK PROCUREMENT CARD**	**32,865.35**	
		001 - 511 60 41 000 - Professional Services				16.47	Zoom Subscription
		001 - 513 10 42 000 - Communication				23.04	Comcast Internet/Phones
		001 - 513 10 42 000 - Communication				138.67	Verizon Citywide Cell Phone
		001 - 514 20 31 000 - Office and Operating Supplie				39.34	Phone Switch Cable
		001 - 514 20 42 000 - Communication				23.04	Comcast Internet/Phones
		001 - 514 20 42 000 - Communication				75.97	Verizon Citywide Cell Phone
		001 - 517 90 31 001 - Employee Recognition				1.62	Cards
		001 - 518 30 31 000 - Operating Supplies				11.31	Organizer/Tool Box
		001 - 518 30 31 000 - Operating Supplies				169.17	COVID Supplies & Bug Spray
		001 - 518 30 31 000 - Operating Supplies				53.29	Gloves & Bottled Water
		001 - 518 30 31 000 - Operating Supplies				17.22	#16 Toolbox
		001 - 518 30 31 000 - Operating Supplies				8.47	Water for PW Crew
		001 - 518 30 31 000 - Operating Supplies				9.89	Cleaning Brushes & Sponges
		001 - 518 30 31 000 - Operating Supplies				29.64	Antibacterial Supplies
		001 - 518 30 31 000 - Operating Supplies				93.46	PW Admin Officer Door Closer & Extension cord
		001 - 518 30 31 000 - Operating Supplies				16.67	70qt Cooler for PW Shop
		001 - 518 30 31 000 - Operating Supplies				21.94	Vacuum Bags & Bolts
		001 - 518 30 31 000 - Operating Supplies				27.48	Small Animal Traps-Non-Lethal
		001 - 518 30 31 000 - Operating Supplies				101.66	Door Keys
		001 - 518 30 31 000 - Operating Supplies				82.47	Sanitizing Wipe Kits & Cleaning Rags
		001 - 518 30 31 000 - Operating Supplies				439.70	Vacuum Cleaner for PW Admin
		001 - 518 30 32 000 - Operating Supplies/Fuel				7.79	Fuel
		001 - 518 30 32 000 - Operating Supplies/Fuel				3.58	Fuel
		001 - 518 30 35 000 - Small Tools and Equipment				81.88	Cordless Power Cleaner
		001 - 518 30 42 000 - Communication				1.61	Verizon Flip Phones
		001 - 518 30 42 000 - Communication				11.52	Comcast Internet/Phones
		001 - 518 30 42 000 - Communication				45.24	Verizon Citywide Cell Phone
		001 - 518 30 48 000 - Repairs & Maintenance				41.95	Hedge Trimmer Repair
		503 - 518 80 35 000 - Small Tools And Minor Equip				1,464.96	Universal Power Supply for City Network
		503 - 518 80 41 001 - Professional Services - IT				6,215.94	Locke Systems IT Services
		001 - 518 80 42 000 - Communications - Citywide				40.23	Verizon Citywide Cell Phone
		107 - 521 20 31 000 - Office and Operating Supplie				691.41	First Aid Supplies
		107 - 521 20 31 000 - Office and Operating Supplie				100.01	Calculator, Pencils & Rope
		107 - 521 20 31 000 - Office and Operating Supplie				60.62	Car Magnets
		107 - 521 20 31 000 - Office and Operating Supplie				14.14	USB Cable
		107 - 521 20 31 000 - Office and Operating Supplie				29.66	Socket Set
		107 - 521 20 31 000 - Office and Operating Supplie				186.99	Holster
		107 - 521 20 31 000 - Office and Operating Supplie				69.08	Mouth Piece for Sensor
		107 - 521 20 31 000 - Office and Operating Supplie				4.40	Supplies
		107 - 521 20 31 000 - Office and Operating Supplie				21.97	Batteries
		107 - 521 20 31 000 - Office and Operating Supplie				8.78	Precision Screwdriver Set
		107 - 521 20 31 000 - Office and Operating Supplie				59.62	Storage Containers
		107 - 521 20 31 000 - Office and Operating Supplie				30.70	Labels
		107 - 521 20 31 000 - Office and Operating Supplie				53.44	Flash Drives
		107 - 521 20 31 000 - Office and Operating Supplie				629.73	Defibrillator Pads & Batteries
		107 - 521 20 32 000 - Fuel				408.15	Fuel
		107 - 521 20 32 000 - Fuel				60.03	Fuel
		107 - 521 20 41 000 - Professional Services				86.38	Investigative Reports
		107 - 521 20 41 000 - Professional Services				24.70	Transcription Services
		107 - 521 20 42 000 - Communication				69.12	Comcast Internet/Phones
		107 - 521 20 42 000 - Communication				1,201.24	Verizon Citywide Cell Phone
		107 - 521 20 43 000 - Travel				16.00	Parking
		107 - 521 20 48 001 - Vehicle Repairs and Maintena				5.00	Car Wash
		105 - 521 20 48 105 - Repairs And Maintenance				3,037.00	Drone Repair
		107 - 521 40 49 002 - Misc/Trng, Registrations				237.60	First Aid Training
		107 - 521 40 49 002 - Misc/Trng, Registrations				375.00	PRIMA Risk Managment Reg - Hernandez

CHECK REGISTER

City Of Milton — Time: 15:55:23 Date: 10/12/2020
MCAG #: 0590 — 09/30/2020 To: 10/12/2020 — Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		107 - 521	40 49 002	-	Misc/Trng, Registrations	145.00	Webinar Crime Scene Security - Sarff
		406 - 531	10 31 000	-	Office and Operating Supplie:	28.74	Wire Bins for Plans
		406 - 531	10 42 000	-	Communication	10.21	Verizon Citywide Cell Phone
		406 - 531	10 42 000	-	Communication	46.08	Comcast Internet/Phones
		406 - 531	30 31 000	-	Operating Supplies	39.74	#41 Stainless Steel Nipple
		406 - 531	30 31 000	-	Operating Supplies	11.31	COVID Supplies & Bug Spray
		406 - 531	30 31 000	-	Operating Supplies	65.96	Hedge Trimmer
		406 - 531	30 31 000	-	Operating Supplies	53.27	Gloves & Bottled Water
		406 - 531	30 31 000	-	Operating Supplies	2.72	#3 Repair Parts
		406 - 531	30 31 000	-	Operating Supplies	45.50	#41 Windshield Wiper Pump
		406 - 531	30 31 000	-	Operating Supplies	107.60	#16 Toolbox
		406 - 531	30 31 000	-	Operating Supplies	542.69	#41 Hoses & Fitting
		406 - 531	30 31 000	-	Operating Supplies	638.05	High Pressure Hose Reel for Vactor Truck
		406 - 531	30 31 000	-	Operating Supplies	1.59	Lysol Spray
		406 - 531	30 31 000	-	Operating Supplies	8.47	Water for PW Crew
		406 - 531	30 31 000	-	Operating Supplies	14.77	Sanitizing Wipe Kits & Cleaning Rags
		406 - 531	30 31 000	-	Operating Supplies	16.67	70qt Cooler for PW Shop
		406 - 531	30 31 000	-	Operating Supplies	54.95	Gate Padlock
		406 - 531	30 31 000	-	Operating Supplies	109.85	Bump Step
		406 - 531	30 32 000	-	Fuel	68.85	Fuel
		406 - 531	30 32 000	-	Fuel	10.69	Fuel
		406 - 531	30 32 000	-	Fuel	24.77	Fuel
		406 - 531	30 32 000	-	Fuel	10.22	Fuel
		406 - 531	30 35 000	-	Small Tools and Equipment	86.52	Jet Washer & Forklift Forearm
		406 - 531	30 35 000	-	Small Tools and Equipment	147.37	Tools
		406 - 531	30 35 000	-	Small Tools and Equipment	1,601.07	Locator to Replace Stolen Tools
		406 - 531	30 42 000	-	Communication	10.53	Verizon Flip Phones
		406 - 531	30 42 000	-	Communication	171.32	Verizon Citywide Cell Phone
		406 - 531	30 48 000	-	Repairs and Maintenance	106.96	Jumping Jack Repair
		406 - 531	30 48 000	-	Repairs and Maintenance	97.07	Repair of Generator & Hedge Trimmer
		401 - 533	10 20 000	-	Personnel Benefits	10.00	Background Check
		401 - 533	10 31 000	-	Office and Operating Supplie:	28.75	Wire Bins for Plans
		401 - 533	10 42 000	-	Communications	21.61	Verizon Citywide Cell Phone
		401 - 533	10 42 000	-	Communications	74.12	Verizon Flexnet Tower Communication
		401 - 533	10 42 000	-	Communications	107.14	Comcast Internet/Phones
		401 - 533	50 31 000	-	Operating Supplies	11.31	COVID Supplies & Bug Spray
		401 - 533	50 31 000	-	Operating Supplies	3.19	Bottled Water
		401 - 533	50 31 000	-	Operating Supplies	2.71	#3 Repair Parts
		401 - 533	50 31 000	-	Operating Supplies	146.34	#16 Toolbox
		401 - 533	50 31 000	-	Operating Supplies	1.59	Lysol Spray
		401 - 533	50 31 000	-	Operating Supplies	8.47	Water for PW Crew
		401 - 533	50 31 000	-	Operating Supplies	16.67	70qt Cooler for PW Shop
		401 - 533	50 31 000	-	Operating Supplies	31.84	Outlet Covers
		401 - 533	50 31 000	-	Operating Supplies	46.04	Crommet Meter Base
		401 - 533	50 31 000	-	Operating Supplies	49.90	Rags
		401 - 533	50 31 000	-	Operating Supplies	59.84	Printer Cartridges
		401 - 533	50 31 000	-	Operating Supplies	791.06	Tie Down & Tow Package
		401 - 533	50 31 000	-	Operating Supplies	17.47	Tape
		401 - 533	50 32 000	-	Fuel	69.18	Fuel
		401 - 533	50 32 000	-	Fuel	34.29	Fuel
		401 - 533	50 32 000	-	Fuel	12.78	Fuel
		401 - 533	50 32 000	-	Fuel	92.00	Fuel
		401 - 533	50 42 000	-	Communication	2.71	Verizon Flip Phones
		401 - 533	50 42 000	-	Communication	5.30	Comcast Cable PW Shop
		401 - 533	50 42 000	-	Communication	25.21	Verizon Curtailment
		401 - 533	50 42 000	-	Communication	355.56	Verizon Citywide Cell Phone
		401 - 533	50 48 000	-	Repairs and Maintenance	9.42	#15 Lawn Mower Deck Wheels
		401 - 533	50 48 000	-	Repairs and Maintenance	138.73	Chainsaw Repair
		401 - 533	50 49 000	-	Misc/Other Exp	13.65	Wood Chipper Title Transfer
		403 - 534	10 31 000	-	Office and Operating Supplie:	28.74	Wire Bins for Plans

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		403 - 534	10 42 000 -		Communication	10.59	Verizon Citywide Cell Phone
		403 - 534	10 42 000 -		Communication	74.12	Verizon Flexnet Tower Communication
		403 - 534	10 42 000 -		Communication	111.74	Comcast Internet/Phones
		403 - 534	50 31 000 -		Office and Operating Supplies	6.12	Irrigation Repair Supplies
		403 - 534	50 31 000 -		Office and Operating Supplies	156.10	Plywood for Overspray
		403 - 534	50 31 000 -		Office and Operating Supplies	114.22	PVC Parts for Irrigation Supplies
		403 - 534	50 31 000 -		Office and Operating Supplies	11.31	COVID Supplies & Bug Spray
		403 - 534	50 31 000 -		Office and Operating Supplies	122.01	Misc Supplies
		403 - 534	50 31 000 -		Office and Operating Supplies	53.29	Gloves & Bottled Water
		403 - 534	50 31 000 -		Office and Operating Supplies	2.72	#33 Repair Parts
		403 - 534	50 31 000 -		Office and Operating Supplies	124.82	#16 Toolbox
		403 - 534	50 31 000 -		Office and Operating Supplies	1.59	Lysol Spray
		403 - 534	50 31 000 -		Office and Operating Supplies	8.47	Water for PW Crew
		403 - 534	50 31 000 -		Office and Operating Supplies	16.67	70qt Cooler for PW Shop
		403 - 534	50 31 000 -		Office and Operating Supplies	59.84	Printer Cartridges
		403 - 534	50 31 000 -		Office and Operating Supplies	54.95	Gate Padlock
		403 - 534	50 31 000 -		Office and Operating Supplies	7.88	Parts for Irrigation System Repair
		403 - 534	50 31 000 -		Office and Operating Supplies	47.20	Tow Straps
		403 - 534	50 32 000 -		Fuel	54.40	Fuel
		403 - 534	50 32 000 -		Fuel	10.70	Fuel
		403 - 534	50 32 000 -		Fuel	33.89	Fuel
		403 - 534	50 32 000 -		Fuel	12.78	Fuel
		403 - 534	50 35 000 -		Small Tools and Equipment	147.36	Tools
		403 - 534	50 35 000 -		Small Tools and Equipment	465.00	Shaft for Water Tapping Machine
		403 - 534	50 35 000 -		Small Tools and Equipment	1,601.08	Locator to Replace Stolen Tools
		403 - 534	50 42 000 -		Communication	5.30	Comcast Cable PW Shop
		403 - 534	50 42 000 -		Communication	10.73	Verizon Flip Phones
		403 - 534	50 42 000 -		Communication	360.38	Verizon Citywide Cell Phone
		403 - 534	50 42 000 -		Communication	6.95	Certified Letter
		403 - 534	50 48 001 -		Equipment Repair & Mainten	106.96	Jumping Jack Repair
		403 - 534	50 48 001 -		Equipment Repair & Mainten	55.10	Repairs of Generator
		403 - 534	51 31 000 -		Operating Supplies	92.66	Exhaust Fan for Well 3
		101 - 542	30 31 000 -		Office and Operating Supplies	11.31	COVID Supplies & Bug Spray
		101 - 542	30 31 000 -		Office and Operating Supplies	53.29	Gloves & Bottled Water
		101 - 542	30 31 000 -		Office and Operating Supplies	2.72	#33 Repair Parts
		101 - 542	30 31 000 -		Office and Operating Supplies	17.22	#16 Toolbox
		101 - 542	30 31 000 -		Office and Operating Supplies	542.69	#41 Hoses & Fittings
		101 - 542	30 31 000 -		Office and Operating Supplies	1.59	Lysol Spray
		101 - 542	30 31 000 -		Office and Operating Supplies	8.47	Water for PW Crew
		101 - 542	30 31 000 -		Office and Operating Supplies	16.67	70qt Cooler for PW Shop
		101 - 542	30 31 000 -		Office and Operating Supplies	208.38	Tool Box, Door Steps, Tow Package
		101 - 542	30 32 000 -		Operating Supplies/Fuel	13.60	Fuel
		101 - 542	30 32 000 -		Operating Supplies/Fuel	10.70	Fuel
		101 - 542	30 32 000 -		Operating Supplies/Fuel	0.40	Fuel
		101 - 542	30 32 000 -		Operating Supplies/Fuel	5.62	Fuel
		101 - 542	30 35 000 -		Small Tools and Equipment	147.36	Tools
		101 - 542	30 42 000 -		Communication	2.21	Verizon Flip Phones
		101 - 542	30 42 000 -		Communication	23.04	Comcast Internet/Phones
		101 - 542	30 42 000 -		Communication	41.52	Verizon Citywide Cell Phone
		101 - 542	30 48 001 -		Equipment Repair & Maint	9.43	#15 Lawn Mower Deck Wheels
		101 - 542	30 48 001 -		Equipment Repair & Maint	106.96	Jumping Jack Repair
		101 - 542	30 48 001 -		Equipment Repair & Maint	97.05	Repair of Generator & Hedge Trimmer
		501 - 548	30 31 000 -		Office & Operating Supplies	11.31	COVID Supplies & Bug Spray
		501 - 548	30 31 000 -		Office & Operating Supplies	3.21	Bottled Water
		501 - 548	30 31 000 -		Office & Operating Supplies	351.66	Storage Racks
		501 - 548	30 31 000 -		Office & Operating Supplies	8.44	Water for PW Crew
		501 - 548	30 31 000 -		Office & Operating Supplies	16.68	70qt Cooler for PW Shop
		501 - 548	30 31 000 -		Office & Operating Supplies	19.89	Whip Hose & Air Gauge for Shop
		501 - 548	30 31 000 -		Office & Operating Supplies	21.97	Headlight Restoration Kit
		501 - 548	30 31 000 -		Office & Operating Supplies	38.56	Labels for Label Writer

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		501 - 548 30 31 000 - Office & Operating Supplies				89.30	Glass Restoration Products
		501 - 548 30 31 000 - Office & Operating Supplies				108.30	Auto Glass Restoration Products
		501 - 548 30 31 000 - Office & Operating Supplies				117.68	Labels for Label Writer
		501 - 548 30 31 000 - Office & Operating Supplies				139.59	Electric Connection Kit
		501 - 548 30 31 000 - Office & Operating Supplies				43.90	Supplies
		501 - 548 30 31 000 - Office & Operating Supplies				334.06	Bed Web
		501 - 548 30 32 000 - Fuel				86.00	Fuel
		501 - 548 30 32 000 - Fuel				5.11	Fuel
		501 - 548 30 35 000 - Small Tools & Equipment				1,115.22	Shop Press, Roller Conveyor Table & 1 Drawer Standard
		501 - 548 30 42 000 - Communications				11.52	Comcast Internet/Phones
		501 - 548 30 42 000 - Communications				52.15	Verizon Citywide Cell Phone
		501 - 548 30 48 000 - Repairs & Maintenance				10.00	Car Wash
		001 - 558 50 42 000 - Communications				0.90	Verizon Flip Phones
		001 - 558 50 42 000 - Communications				11.52	Comcast Internet/Phones
		001 - 558 50 42 000 - Communications				95.64	Verizon Citywide Cell Phone
		001 - 558 50 49 002 - Misc/Trng, Registrations				60.00	Webinar Training - Mercer
		001 - 558 60 42 000 - Communication				0.30	Verizon Flip Phones
		001 - 558 60 42 000 - Communication				8.19	Verizon Citywide Cell Phone
		001 - 558 60 42 000 - Communication				11.52	Comcast Internet/Phones
		001 - 558 60 49 002 - Misc/Trng, Registrations				60.00	Webinar Training - Mercer
		001 - 575 50 31 000 - Supplies -				3.33	Ziploc Bags
		001 - 576 80 31 000 - Operating Supplies				11.31	COVID Supplies & Bug Spray
		001 - 576 80 31 000 - Operating Supplies				53.29	Gloves & Bottled Water
		001 - 576 80 31 000 - Operating Supplies				17.22	#16 Toolbox
		001 - 576 80 31 000 - Operating Supplies				8.47	Water for PW Crew
		001 - 576 80 31 000 - Operating Supplies				65.55	Sprinkler Heads for Tball Field at Triangle Park
		001 - 576 80 31 000 - Operating Supplies				16.67	70qt Cooler for PW Shop
		001 - 576 80 31 000 - Operating Supplies				26.35	Wire Ties, Zip Ties, Hand Sanitizer Dispensers
		001 - 576 80 32 000 - Fuel				10.70	Fuel
		001 - 576 80 32 000 - Fuel				2.06	Fuel
		001 - 576 80 32 000 - Fuel				1.02	Fuel
		001 - 576 80 35 000 - Small Tools and Equipment				81.87	Cordless Power Cleaner
		001 - 576 80 42 000 - Communication				1.10	Verizon Flip Phones
		001 - 576 80 42 000 - Communication				11.52	Comcast Internet/Phones
		001 - 576 80 42 000 - Communication				28.91	Verizon Citywide Cell Phone
		001 - 576 80 48 001 - Equipment Repair & Mainten				41.95	Repairs Hedge Trimmer
		001 - 576 80 48 001 - Equipment Repair & Mainten				75.42	#15 Lawn Mower Deck Wheels
		310 - 595 30 63 159 - City-wide Traffic Calming Pr				18.68	Flag holders for crosswalk sign
		310 - 595 30 63 159 - City-wide Traffic Calming Pr				1,000.00	Battery For Crosswalk Solar Panel
5507	**10/01/2020**	**Claims**	**1**	**67621**	**DWAYNE LANE'S DODGE**	**36,992.50**	**New Vehicle Purchase**
		004 - 594 18 60 004 - Facilities - Capital Expenditu				36,992.50	New Vehicle Purchase- 2020 Dodge Ram 2500 (#39)
5648	**10/06/2020**	**Claims**	**1**	**67624**	**LIANE UCHIYAMA**	**390.03**	**001173 - 704 10TH AVE**
		406 - 343 10 00 000 - Storm Drainage Fees				-138.28	
		401 - 343 30 00 000 - Electric Sales				-14.82	
		403 - 343 40 10 000 - Water Sales				-236.93	
5649	**10/06/2020**	**Claims**	**1**	**67625**	**AIRGAS USA LLC**	**890.48**	**PW Material**
		001 - 518 30 31 000 - Operating Supplies				127.21	Welding Supplies
		406 - 531 30 31 000 - Operating Supplies				127.21	Welding Supplies
		401 - 533 50 31 000 - Operating Supplies				127.22	Welding Supplies
		403 - 534 50 31 000 - Office and Operating Supplie				127.21	Welding Supplies
		101 - 542 30 31 000 - Office and Operating Supplie				127.21	Welding Supplies
		501 - 548 30 31 000 - Office & Operating Supplies				127.21	Welding Supplies
		001 - 576 80 31 000 - Operating Supplies				127.21	Welding Supplies

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5650	**10/06/2020**	**Claims**	**1**	**67626**	**ALPINE PRODUCTS INC.**	**1,253.41**	**Credit; Credit Return; Cross Walk Flags; Signs**
		101 - 542 30 31 000 - Office and Operating Supplies				1,526.25	Sign posts
		310 - 595 30 63 159 - City-wide Traffic Calming Pr				82.50	Orange Cross Walk Flags
		310 - 595 30 63 159 - City-wide Traffic Calming Pr				427.46	Signs
		310 - 595 42 63 136 - Misc Striping & Markings				-17.60	Street Striping
		310 - 595 42 63 136 - Misc Striping & Markings				-765.20	Street Striping (TM-195966&TM-195734)
5651	**10/06/2020**	**Claims**	**1**	**67627**	**ALTEC INDUSTRIES INC.**	**75.41**	**Electric Material**
		401 - 533 50 48 001 - Vehicle R&M				75.41	#21 Labor for work on Chasis Battery
5652	**10/06/2020**	**Claims**	**1**	**67628**	**ANIXTER INC**	**272.55**	**Electric Material**
		401 - 533 50 31 000 - Operating Supplies				272.55	Wire connectors
5653	**10/06/2020**	**Claims**	**1**	**67629**	**CANNON CONSTRUCTORS INC**	**4,855.03**	**Pole Replacement**
		402 - 594 33 62 138 - Pole Replacement Project				4,855.03	Pole Replacement- Labor Crew & Equipment
5654	**10/06/2020**	**Claims**	**1**	**67630**	**CASCADE COLUMBIA DISTRIBUTION**	**348.24**	**Water Material**
		403 - 534 51 31 000 - Operating Supplies				348.24	Chemicals
5655	**10/06/2020**	**Claims**	**1**	**67631**	**COLE GRAPHIC SOLUTIONS**	**435.29**	**Public Notice Signs**
		001 - 558 60 41 002 - Advertising				435.29	Yellow Corrugated Public Notice Signs
5656	**10/06/2020**	**Claims**	**1**	**67632**	**CORE & MAIN**	**1,302.32**	**Water Material; Water Material**
		403 - 534 50 31 000 - Office and Operating Supplies				257.17	Poly Tubing
		403 - 534 50 31 000 - Office and Operating Supplies				220.90	PVC Pipe & Coupling
		403 - 534 50 35 000 - Small Tools and Equipment				824.25	Metal Detector
5657	**10/06/2020**	**Claims**	**1**	**67633**	**GRAINGER INC**	**99.83**	**Stormwater Material**
		406 - 531 30 31 000 - Operating Supplies				99.83	Antifog Safety Goggles
5658	**10/06/2020**	**Claims**	**1**	**67634**	**THE HOME DEPOT PRO INSTITUTIONAL**	**675.90**	**Facilities Supply; Facilities Supply**
		001 - 518 30 31 000 - Operating Supplies				525.56	Hand Sanitizers & Pump Dispensers
		001 - 518 30 31 000 - Operating Supplies				150.34	Alcohol Wipes
5659	**10/06/2020**	**Claims**	**1**	**67635**	**KIMBALL MIDWEST**	**2,638.66**	**Fleet Material; Fleet Material; Fleet Material**
		501 - 548 30 31 000 - Office & Operating Supplies				249.65	Reamer Set, Gravity Feed Disp
		501 - 548 30 31 000 - Office & Operating Supplies				1,546.74	Fasteners, Washers, Drain Plugs, Steel Insulated Clamps, Pin Receptacles, Socket Plugs, Nuts, Drill Bits
		501 - 548 30 31 000 - Office & Operating Supplies				726.25	Steel Insulated Clamps, Fittings, Washers, Socket Plugs, Nuts, Drill Bits
		501 - 548 30 35 000 - Small Tools & Equipment				116.02	Countersink Set, Deburring Tool
5660	**10/06/2020**	**Claims**	**1**	**67636**	**MT. VIEW EDGEWOOD WATER CO.**	**453.13**	**Water Intertie**
		403 - 534 51 47 001 - Public Utility Services				453.13	Intertie Ready To Serve Fees
5661	**10/06/2020**	**Claims**	**1**	**67637**	**NORTH COAST ELECTRIC COMPANY**	**390.87**	**Water Material; Water Material**
		403 - 534 51 31 000 - Operating Supplies				234.54	Well 10 Rating Plug
		403 - 534 51 31 000 - Operating Supplies				156.33	Corridor Well Chlorine Breaker
5662	**10/06/2020**	**Claims**	**1**	**67638**	**O'REILLY/FIRST CALL**	**236.59**	**PW Material**
		001 - 518 30 31 000 - Operating Supplies				6.98	#32 Oil & Oil Filter
		406 - 531 30 31 000 - Operating Supplies				55.87	#32 Oil & Oil Filter
		401 - 533 50 31 000 - Operating Supplies				166.76	#26 Air/Oil Filters, Oil & Stabilizer
		001 - 576 80 31 000 - Operating Supplies				6.98	#32 Oil & Oil Filter

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5663	**10/06/2020**	**Claims**	**1**	**67639**	**OWEN EQUIPMENT**	**2,486.24**	**Stormwater Material; Stormwater Material**
		406 - 531 30 31 000 - Operating Supplies				94.11	#41 Male Disconnect Fittings
		406 - 531 30 31 000 - Operating Supplies				2,392.13	#41 Safety shutoff, Digging Pipe Assy, Nozzles
5664	**10/06/2020**	**Claims**	**1**	**67640**	**PETEK & ASSOCIATES**	**900.00**	**Police Services**
		107 - 521 20 41 000 - Professional Services				900.00	Pre-Employment Psych Eval- Garcia, Omelanchuk, Murray
5665	**10/06/2020**	**Claims**	**1**	**67641**	**PRS GROUP, INC**	**1,958.40**	**Water Material; Water Material**
		403 - 534 50 47 000 - Public Utility Services				1,150.40	Non-Hazardous Waste Disposal
		403 - 534 50 47 000 - Public Utility Services				808.00	Non-Hazardous Waste Disposal
5666	**10/06/2020**	**Claims**	**1**	**67642**	**PUGET SOUND REGIONAL COUNCIL**	**2,542.00**	**2021 Dues**
		001 - 558 60 49 001 - Misc/Dues & Memberships				2,542.00	Annual Membership Dues
5667	**10/06/2020**	**Claims**	**1**	**67643**	**SHRED-IT USA LLC**	**85.92**	**Shredding Services**
		001 - 514 20 41 000 - Professional Services				28.35	Shredding Services Finance
		107 - 521 20 41 000 - Professional Services				57.57	Shredding Services Police
5668	**10/06/2020**	**Claims**	**1**	**67644**	**TACOMA NEWS INC.**	**164.21**	**Legal Notice; Legal Notice; Legal Notice**
		107 - 521 20 41 002 - Advertising				47.59	Sealed Auction- Kawasaki motorcycle
		101 - 542 90 41 002 - Advertising				47.59	Ord 1989-20
		001 - 558 60 41 002 - Advertising				69.03	Ord 1993-20
5669	**10/06/2020**	**Claims**	**1**	**67645**	**TARCO INDUSTRIES, INC.**	**376.80**	**Fleet Material**
		501 - 548 30 35 000 - Small Tools & Equipment				376.80	55pc Master Screw Extractor with Drill & Guide Set
5670	**10/06/2020**	**Claims**	**1**	**67646**	**UNIFIRST CORPORATION**	**1,067.77**	**Uniforms; Uniforms; Uniforms; Uniforms**
		001 - 518 30 20 002 - Uniforms				34.35	Uniforms
		001 - 518 30 20 002 - Uniforms				36.30	Uniforms
		406 - 531 30 20 002 - Uniforms				105.30	Uniforms
		406 - 531 30 20 002 - Uniforms				111.24	Uniforms
		401 - 533 50 20 002 - Uniforms				59.79	Uniforms
		401 - 533 50 20 002 - Uniforms				108.73	Uniforms
		401 - 533 50 20 002 - Uniforms				63.16	Uniforms
		401 - 533 50 20 002 - Uniforms				108.73	Uniforms
		403 - 534 50 20 002 - Uniforms				148.84	Uniforms
		403 - 534 50 20 002 - Uniforms				157.30	Uniforms
		101 - 542 30 20 002 - Uniforms				13.04	Uniforms
		101 - 542 30 20 002 - Uniforms				13.78	Uniforms
		501 - 548 30 20 002 - Uniforms				31.77	Uniforms
		501 - 548 30 20 002 - Uniforms				33.58	Uniforms
		001 - 576 80 20 002 - Uniforms				20.35	Uniforms
		001 - 576 80 20 002 - Uniforms				21.51	Uniforms
5671	**10/06/2020**	**Claims**	**1**	**67647**	**WA ASSN SHERIFFS & CHIEFS**	**75.00**	**Dues**
		107 - 521 20 49 001 - Misc/Dues & Memberships				75.00	Dues- Hume
5672	**10/06/2020**	**Claims**	**1**	**67648**	**WATER MANAGEMENT LABORATORIES**	**136.13**	**Water Testing; Late Fee**
		403 - 534 51 41 000 - Professional Services				132.00	Water Testing
		403 - 534 51 41 000 - Professional Services				4.13	Late Fee- Aug 2020
5679	**10/07/2020**	**Claims**	**1**	**67649**	**RAINIER VISTA**	**34.47**	**Reissue Ck 67050 Utility Refund Water**
		403 - 343 40 10 000 - Water Sales				-34.47	1714 98th Ave Ct Utility Refund

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5680	**10/07/2020**	**Claims**	**1**	**67650**	**RAINIER VISTA**	**298.17**	**Reissue Ck 67051 Utility Refund Water**
		403 - 343 40 10 000 - Water Sales				-298.17	1703 98th Ave Ct E Water Refund
5726	**10/09/2020**	**Claims**	**1**	**67651**	**911 SUPPLY, INC**	**6,177.51**	**Police Uniforms; Police Uniforms; Police Uniforms; Police Uniforms; Police Uniforms; Police Uniforms; Police Uniforms; Police Uniforms; Police Uniforms; Police Uniforms; Police Uniforms**
		107 - 521 20 20 002 - Uniforms				1,480.48	Uniforms- Murray
		107 - 521 20 20 002 - Uniforms				94.49	Uniforms- Murray
		107 - 521 20 20 002 - Uniforms				19.25	Uniforms- Murray
		107 - 521 20 20 002 - Uniforms				1,198.34	Uniforms- Omelanchuk
		107 - 521 20 20 002 - Uniforms				102.23	Uniforms- Omelanchuk
		107 - 521 20 20 002 - Uniforms				1,315.99	Uniforms- Omelanchuk
		107 - 521 20 20 002 - Uniforms				1,421.11	Uniforms- Murray
		107 - 521 20 20 002 - Uniforms				153.89	Uniforms- Omelanchuk
		107 - 521 20 20 002 - Uniforms				21.98	Uniforms- Omelanchuk, Murray
		107 - 521 20 20 002 - Uniforms				317.50	Uniforms- Omelanchuk
		107 - 521 20 35 000 - Small Tools and Equipment				52.25	Cuff Key- Alum Laser
5727	**10/09/2020**	**Claims**	**1**	**67652**	**AIR SYSTEMS ENGINEERING INC.**	**3,554.71**	**HVAC Maintenance; HVAC Maintenance**
		001 - 518 30 48 002 - Building Repair & Maint				3,344.53	HVAC Maintenance
		001 - 518 30 48 002 - Building Repair & Maint				210.18	HVAC Maintenance
5728	**10/09/2020**	**Claims**	**1**	**67653**	**ALL SYSTEMS INTERGRATED**	**5,407.08**	**Skate Park Surveillance System**
		107 - 594 21 60 107 - Law Enforcement - Capital E:				5,407.08	IP Surveillance System for Skate Park
5729	**10/09/2020**	**Claims**	**1**	**67654**	**ALPINE PRODUCTS INC.**	**1,292.58**	**Signs**
		001 - 518 30 31 000 - Operating Supplies				160.37	Sign posts, epoxy kit
		001 - 576 80 31 000 - Operating Supplies				160.36	Sign posts, epoxy kit
		310 - 595 30 63 159 - City-wide Traffic Calming Pr				971.85	Signs
5730	**10/09/2020**	**Claims**	**1**	**67655**	**BUILDERS FIRSTSOURCE**	**55.25**	**Parks Material; Parks Material**
		001 - 576 80 31 000 - Operating Supplies				16.47	Wood Preservative for Posts for Parks
		001 - 576 80 31 000 - Operating Supplies				38.78	Sign posts for Parks
5731	**10/09/2020**	**Claims**	**1**	**67656**	**CANNON CONSTRUCTORS INC**	**8,496.30**	**Pole Replacement Project**
		402 - 594 33 62 138 - Pole Replacement Project				8,496.30	Pole set & Flaggers
5732	**10/09/2020**	**Claims**	**1**	**67657**	**CHUCKALS**	**4,928.81**	**Covid Supply; Covid Supply; Office Supplies; Covid Supply; Covid Supply; Covid Supply**
		107 - 521 20 31 002 - Public Safety Supplies				907.70	Disinfectant Spray
		107 - 521 20 31 002 - Public Safety Supplies				530.97	Batteries
		107 - 521 20 31 002 - Public Safety Supplies				2,088.10	Sanitizer
		107 - 521 20 31 002 - Public Safety Supplies				1,142.87	Electronic Dispenser
		107 - 521 20 31 002 - Public Safety Supplies				197.60	Disinfectant Wipes
		001 - 558 50 31 000 - Office and Operating Supplie:				61.57	Post Its, Rubberband, Steno Notebook, Pens
5733	**10/09/2020**	**Claims**	**1**	**67658**	**CORE & MAIN**	**6,637.16**	**Water Material; Water Material; Water Material**
		403 - 534 50 31 000 - Office and Operating Supplie:				2,339.75	Meter Setters for Surprise Lake Meter Replacements
		403 - 534 50 31 000 - Office and Operating Supplie:				1,218.13	Stainless Steel Saddle Straps, Corp Stops for Tapping Water Main
		403 - 534 50 31 000 - Office and Operating Supplie:				3,079.28	Water Hydrant
5734	**10/09/2020**	**Claims**	**1**	**67659**	**EXERCISE SCIENCE CENTER INC.**	**100.00**	**Assessment**

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 518 30 20 000 - Personnel Benefits				40.00	Physical Assessment- Ye, Metzger-Magalei
		001 - 576 80 20 000 - Personnel Benefits				60.00	Physical Assessment- Ye, Metzger-Magalei
5735	**10/09/2020**	**Claims**	**1**	**67660**	**GRAINGER INC**	**473.91**	**PW Material; PW Material; Water Material**
		403 - 534 50 31 000 - Office and Operating Supplie:				136.83	Battery
		403 - 534 50 31 000 - Office and Operating Supplie:				20.21	Battery Adapter
		403 - 534 51 31 000 - Operating Supplies				159.83	Engine Block Heater
		101 - 542 30 31 000 - Office and Operating Supplie:				136.83	Battery
		101 - 542 30 31 000 - Office and Operating Supplie:				20.21	Battery Adapter
5736	**10/09/2020**	**Claims**	**1**	**67661**	**HACH COMPANY**	**540.71**	**Annual Service Agreement**
		403 - 534 51 41 000 - Professional Services				540.71	Annual Contract- Chemical Analyzer
5737	**10/09/2020**	**Claims**	**1**	**67662**	**INTERWEST METALS, INC.**	**84.62**	**Fleet Material**
		501 - 548 30 31 000 - Office & Operating Supplies				84.62	Casters, Hinges, Spring Handle
5738	**10/09/2020**	**Claims**	**1**	**67663**	**KORUM AUTOMOTIVE GROUP**	**219.80**	**Police Vehicle Repair & Maintenance**
		107 - 521 20 48 001 - Vehicle Repairs and Maintena				219.80	#270 Hitch Installed
5739	**10/09/2020**	**Claims**	**1**	**67664**	**JUDY MARTIN**	**32.14**	**001404 - 72 19TH AVE**
		406 - 343 10 00 000 - Storm Drainage Fees				-9.75	
		401 - 343 30 00 000 - Electric Sales				-5.30	
		403 - 343 40 10 000 - Water Sales				-17.09	
5740	**10/09/2020**	**Claims**	**1**	**67665**	**MILO'S LOCKSMITH CO. INC.**	**86.55**	**Facilities Material**
		001 - 518 30 31 000 - Operating Supplies				86.55	Keys
5741	**10/09/2020**	**Claims**	**1**	**67666**	**CITY OF MILTON**	**27,995.57**	**Annual Stormwater; Utility Bill**
		001 - 518 30 47 000 - Public Utility Service				219.36	
		107 - 521 20 47 000 - Utilities				502.19	
		406 - 531 30 47 000 - Public Utility Services				1,101.60	Undeveloped Stormwater Property
		406 - 531 30 47 000 - Public Utility Services				263.03	
		401 - 533 50 47 000 - Public Utility Services				944.78	
		403 - 534 50 47 000 - Public Utility Services				30.19	
		403 - 534 51 47 001 - Public Utility Services				17,887.21	
		101 - 542 30 47 000 - Utilities				3,219.68	
		001 - 558 50 47 000 - Public Utility Services				55.71	
		001 - 558 60 47 000 - Public Utilities				40.60	
		001 - 575 50 47 000 - Public Utilities Services - CB				61.20	Undeveloped Stormwater Property
		001 - 575 50 47 000 - Public Utilities Services - CB				61.92	
		001 - 575 50 47 002 - Public Utilities Services - AC				566.99	
		001 - 576 80 47 000 - Public Utility Service				428.40	Undeveloped Stormwater Property
		001 - 576 80 47 000 - Public Utility Service				2,612.71	
5742	**10/09/2020**	**Claims**	**1**	**67667**	**O'REILLY/FIRST CALL**	**522.55**	**PW Material**
		401 - 533 50 31 000 - Operating Supplies				267.89	#29 Strut Assembly, Fuel Treatment #51
		403 - 534 50 31 000 - Office and Operating Supplie:				112.54	Fuel, Stabilizer, Fuel Treatment #36,#40,#51
		101 - 542 30 31 000 - Office and Operating Supplie:				8.56	Fuel Cleaner, Stabilizer #36,#40
		501 - 548 30 31 000 - Office & Operating Supplies				76.92	Motor Oil
		001 - 558 50 31 000 - Office and Operating Supplie:				56.64	Oil/Air Filter, Stabilizer #10
5743	**10/09/2020**	**Claims**	**1**	**67668**	**PIERCE CO BUDGET & FINANCE**	**2,858.41**	**Jail Services**
		107 - 523 60 41 107 - Jail Services				2,858.41	Jail Services- Aug 2020
5744	**10/09/2020**	**Claims**	**1**	**67669**	**ROBINSON AND NOBLE, INC.**	**4,030.25**	**Consulting Services; Consulting Services**
		404 - 594 34 60 135 - Replacement Well #5				1,152.00	Consulting Services
		404 - 594 34 60 135 - Replacement Well #5				2,878.25	Consulting Services
5745	**10/09/2020**	**Claims**	**1**	**67670**	**SITECRAFTING, INC.**	**75.00**	**Monthly Domain Hosting**

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		503 - 518 80 41 001 - Professional Services - IT				75.00	Monthly Domain Hosting
5746	**10/09/2020**	**Claims**	**1**	**67671**	**STELLA-JONES CORP.**	**10,108.60**	**Power Poles**
		402 - 594 33 62 138 - Pole Replacement Project				10,108.60	Power Poles
5747	**10/09/2020**	**Claims**	**1**	**67672**	**SYSTEMS FOR PUBLIC SAFETY, INC.**	**2,767.66**	**Police Vehicle Repair & Maintenance; Police Vehicle & Maintenance**
		107 - 521 20 48 001 - Vehicle Repairs and Maintena				2,110.13	#119 LOF, Lubricate & Check Chassis, Straightened Cross Bar, Rotate Tires, Replaced Push Bumper, Install Flash Bang Box
		107 - 521 20 48 001 - Vehicle Repairs and Maintena				657.53	#119 Installed Radar System, Inverter, and Arm Rest, Relocated Printer Mount

001 General Fund	14,752.93	
004 Asset Replacement & Capital Reserve	36,992.50	
101 Street Fund	6,433.38	
105 Drug Seizure Fund	3,037.00	
107 Criminal Justice Fund	28,468.82	
310 Capital Improvement Fund	1,717.69	
401 Electric Utility Fund	4,402.02	
402 Electric Capital Improvement Fund	23,459.93	
403 Water Utility Fund	35,109.45	
404 Water Capital Improvement Fund	4,030.25	
406 Stormwater Utility Fund	8,631.89	
501 Vehicle Repair & Maintenance Fund	5,954.11	
503 Information Technology Fund	7,755.90	
	Claims:	180,745.87
* Transaction Has Mixed Revenue And Expense Accounts	180,745.87	

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	68,808.63		
101 Street Fund	3,576.43		
107 Criminal Justice Fund	69,264.20		
401 Electric Utility Fund	26,117.31		
403 Water Utility Fund	46,459.20		
406 Stormwater Utility Fund	18,076.39		
501 Vehicle Repair & Maintenance Fund	6,320.26		
	238,622.42	Payroll:	238,622.42

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

Auditing Officer: _____ Date:_____
Finance Director

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Agenda Item #:6A

To: Mayor Styron Sherrell and City Council Members

From: Nick Afzali, MSCE, Public Works Director

Date: October 19, 2020

Re: 9/11 Memorial Donation and License Agreement

ATTACHMENTS: **Milton 9/11 Memorial Donation and License Agreement**

TYPE OF ACTION:

☐ Information Only ☒ Discussion ☒ Action ☐ Public Hearing ☐ Expenditure

Action: "To authorize the Mayor to sign the Milton 9/11 Memorial Donation and License Agreement between the City of Milton and the Milton Police Department Foundation.

Discussion: In 2019, the Milton 9/11 Memorial Committee began installing a 35-foot tall artifact section of steel from the World Trade Center in New York City. Per the signed Agreement between the City of Milton and the Milton 9/11 Memorial Committee, construction was to be completed by September 30, 2020. However, due to the COVID-19 pandemic, the project was unable to be fully completed by said date. Additionally, the original agreement was signed with the Milton 9/11 Memorial Committee. This committee is not a registered Washington nonprofit entity, but a subcommittee of the Milton Police Department Foundation. The attached agreement is between the City of Milton and the Milton Police Department Foundation.

Majority of the work for the 9/11 Memorial is completed. Concrete pathways, benches, bollards, and the Memorial Information Board are installed per plan. The board still lacks the granite plaque. The Information Board is not a screen, it is a plaque with writing on it. Small to moderate amount of masonry work yet to be completed, and the landscape is not yet installed.

In order to allow for completion of the project, the attached agreement with a new completion date (September 30, 2021) shall be executed. In order to be consistent with the new completion date of September 2021, the City has extended the building permit (BLD2018-0147) for this project through September 30, 2021.

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MILTON 9/11 MEMORIAL DONATION AND LICENSE AGREEMENT

THIS DONATION AND LICENSE AGREEMENT ("Agreement") is made this 13th day of October 2020, by and between the City of Milton, Washington ("City"), a municipal corporation, and the Milton Police Department Foundation, a Washington nonprofit entity ("Foundation"), for the purpose of establishing a contractual relationship government the donation and installation of an artifact to honor the lives lost and police and fire first responders at Milton Community Park.

Recitals

WHEREAS, the City owns that certain parcel of real property located at the southwest corner of Milton Way and 15th Avenue, commonly known as Milton Community Park ("Property"); and

WHEREAS, the Foundation desires to donate, and install upon the Property, a 9/11 memorial monument for the purpose of honoring the service, sacrifice and legacy of lives lost police and fire first responders; and

WHEREAS, the City desires to accept said donation and authorize the Foundation to enter upon the Property in order to install the monument in accordance with the terms and conditions set forth herein; and

WHEREAS, the City and Foundation (each a "Party" and collectively "Parties"), desire to execute this Agreement in order to formally establish their respective rights, duties and obligations regarding this undertaking;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements contained herein, and of mutual benefits accruing to each Party and to the general public, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Terms

Section 1. Donation Accepted; Purpose Acknowledged. The City hereby accepts the Foundation's donation to the City of the following materials, hereinafter collectively referred to as the "Donated Materials":

1.1 A first responders memorial monument measuring approximately 35-feet tall, with attendant etchings and plaques, together with and to be installed upon a 60-foot diameter concrete pad, all as depicted in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full; and

1.2 A 35-foot tall artifact section of steel from the World Trade Center in New York City. This artifact will be mounted on a steel support column that will be embedded in the concrete pad.

The Donated Materials shall be installed in the center of the 9/11 memorial monument and shall be located in the upper (northwest) portion of the Property between the Arlington Oak and the Veteran's Memorial. The Foundation shall also install four bench-type seats and five educational bollards located around the perimeter of the Donated Materials with plaza base concrete rings.

The Donated Materials will be accessible through a concrete sidewalk connected to the Property's existing Veteran's Memorial.

The Parties mutually acknowledge that the Foundation's purpose in effectuating said donation is to honor the service, sacrifice and legacy of lives lost police and fire first responders by installing a publicly visible memorial upon the Property.

Section 2. Installation. The Foundation shall at its sole expense install the Donated Materials upon the Property in the location and manner described in Section 1 above, Exhibit A, and Exhibit B attached hereto. The Foundation must complete construction and installation by September 30, 2021 and is not authorized to complete construction after said end date. All work performed in relation to such construction and installation shall comply fully with all applicable state, local and federal regulations, any applicable manufacture's standards, and any directives of the City including permitting. Each phase of work must commence within 60 days following the completion of the preceding phase. If the subsequent phase fails to start, the City is authorized to take any actions it deems necessary to secure the site and to fully complete the project. If the City takes any action due to the Foundation's failure to timely proceed with the next phase, the Foundation agrees to pay the City all costs associated with said action within 60 days of completion of the work. The City is not obligated to take any such action. The Foundation's responsibility to complete all phases of work in a timely manner remains whether the City chooses to complete work or not.

Section 3. License Granted. The City hereby grants to the Foundation, its members, and its agents, a revocable, nonexclusive license to enter the Property for the specific purpose of installing the Donated Materials in accordance with Section 2 above, Exhibit A, and Exhibit B attached hereto, subject to the terms and conditions of this Agreement. The license granted hereby is personal to the Foundation is nontransferable, does not run with the land, and may be terminated by the City for any reason in accordance with Section 7 above.

Section 4. Ownership; Maintenance. Ownership of the Donated Materials shall vest solely in the City upon installation thereof. Thereafter the City shall be exclusively responsible for any future maintenance and/or repair of the Donated Materials in the same manner applicable to other City property. Provided, that nothing herein shall be construed as imposing any actionable duty or standard of care upon the City with respect to the Donated Materials.

Section 5. Display; Relocation. Provided that the Donated Materials remain in a safe and functional condition as determined by the City, they shall be displayed upon the Property for the term of this Agreement. Provided, that the City may, in its sole discretion and at its own expense, relocate the Donated Materials to a different, alternative area of the Property if the original installation site is needed for another public purpose.

Section 6. Term. This Agreement shall be effective as of the date indicated above and shall remain in force for a period of ten (10) years unless terminated earlier in accordance with Section 7 below or extended by mutual written agreement of the Parties.

Section 7. Termination. Either Party may terminate this Agreement upon 60 days written notice to the other Party. If the City terminates this Agreement before the original expiration date thereof, the City shall notify and afford the Foundation a reasonable opportunity to enter upon the Property and retrieve the Donated Materials at its own expense.

Section 8. Site Restoration. Except as expressly provided herein, if any action or omission of the Foundation its members and/or agents causes damage or injury to the Property, the Foundation shall promptly restore the same, as nearly as practicable, to the condition extant prior to such damage or injury.

Section 9. Indemnification. Each Party shall defend, indemnify and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the other Party.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, its officers, officials, employees, and volunteers, the Foundation's liability hereunder shall be only to the extent of the Foundation's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Foundation's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10. Insurance.

A. **Insurance Term.** The Foundation's Contractors ("Contractor") shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the full completion of all phases of the work identified in Exhibit A ("Physical Completion date") and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation.** The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the

coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance.** The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

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

2. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington

3. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

D. **Minimum Amounts of Insurance.** The Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

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

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

G. **Contractor's Insurance for Other Losses.** The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. **Waiver of Subrogation.** The Contractor and the Public Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

J. **Verification of Coverage.** The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Public Entity a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the

Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

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

L. **Notice of Cancellation.** The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

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

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

Section 11. Bonding. The Foundation shall furnish a surety bond or bonds in a form acceptable to the City, covering faithful, timely, and complete performance of this Agreement and payment of all obligations arising thereunder, including but not limited to proper construction and installation of all elements of the Donated Materials. The bond shall be sequentially applied to each phase of the project until the entire project is completed and accepted in writing by the City. The performance bonds for this Agreement shall also be bonds to guarantee payment of any and all tax liability of any type, kind, nature or description due as a result of this Agreement. Said performance bonds shall be issued to City prior to the issuance of any approvals for the construction of any aspect of the current phase of the project and prior to any work done at the Property under that phase. If the Foundation fails to fully and properly complete a phase of the project, the City shall have the right to withdraw and use any portion of that phase's performance bond which is necessary to fully complete the construction of improvements for that phase. If City so uses or applies any portion of the performance bond for a particular phase, the 9Foundation shall upon notice, restore that performance bond to the full amount originally required for that phase, and the Foundation's failure to do so shall constitute a material breach of this Agreement. These performance bonds shall be in addition to any construction or maintenance bonds imposed by the City as part of its permitting process. These performance bonds shall remain in place until the current phase

is complete. The amount of the bonds shall be maintained at 110% of the value of the construction of the current phase. Exhibit B provides a Description of phase one construction work, the cost of phase one and the bonding document for phase one, which exceeds the required 110%. The Foundation will provide to the City Public Works Director a similar phase description, cost, and bonding document for each of Phases 2 and 3 for director approval before any work begins on either phase. Such bonding for phases two and three shall each be 110% of the work costs for each phase.

Section 12. Integration. This Agreement, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.

Section 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brough in Pierce County Superior Court. The prevailing Party in such litigation shall be entitled to an award of its reasonable attorneys' fees.

Section 14. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the City and any employee, agent, representative or contractor of the other Parties, or between the other Parties and any employee, agent, representative or contractor of the City.

Section 15. No Third-Party Beneficiary. This Agreement is executed by and for the exclusive benefit of the signatory Parties and is enforceable only by them. Nothing herein shall be construed as creating an enforceable right or cause of action in or for any other parties.

Section 16. Nonwaiver**.** The failure of the City to insist upon strict performance of any of the terms and rights contained in this Agreement, or to exercise any option contained in this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

Section 17. Public Records Disclosure. The Foundation acknowledges that the City is an agency governed by the public records disclosure requirements set forth in Chapter 42.56 RCW. The Foundation shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by the Foundation and related to the services performed under this Contract. Upon written demand by the City, the Foundation shall furnish the City with full and complete copies of any such records within five (5) business days.

The Foundation's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Foundation shall fully indemnify and hold harmless the City as set forth in Section 9.

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

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

Section 18. Nondiscrimination. In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, the Foundation, its subcontractors or any person acting on behalf of Foundation shall not, by reason of race, religion, color, sex, sexual orientation, marital status, national origin, the presence of any sensory, mental, or physical disability, or any other unlawful reason, discriminate against any person who is qualified and available to perform the work to which the employment relates.

Section 19. Compliance with Laws. The Foundation shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Without prejudice to any other remedy of the City, any violation by the Foundation of any applicable law or regulation shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of this Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

Section 20. Job Safety. The Foundation shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Foundation shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

Section 21. Subletting or Assigning of Contracts. Neither the City nor the Foundation shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.

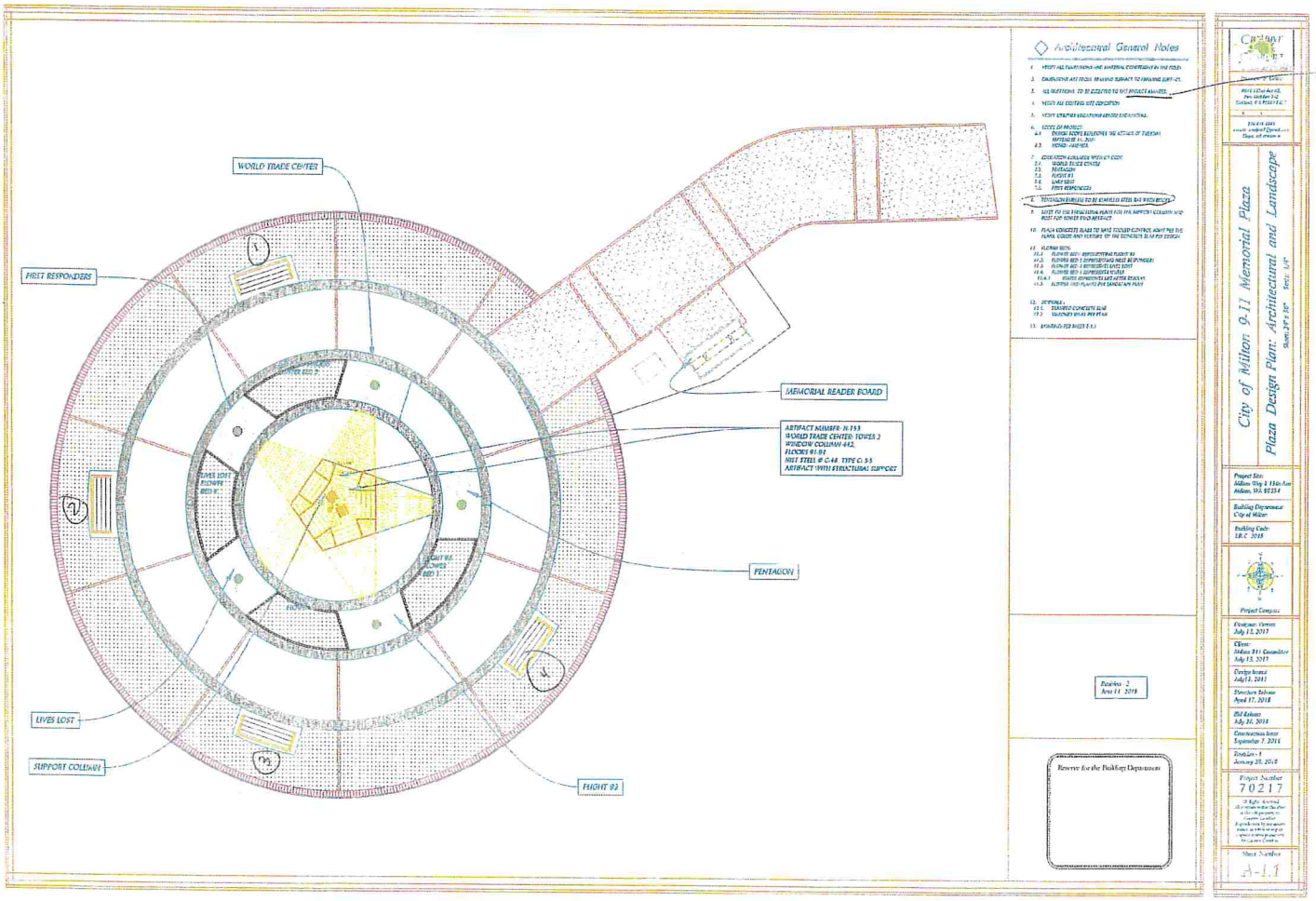
Section 22. Notice. Notices to each party shall be sent via U.S. Mail to the addressee listed below, and shall be deemed effective three business days following the postmark.

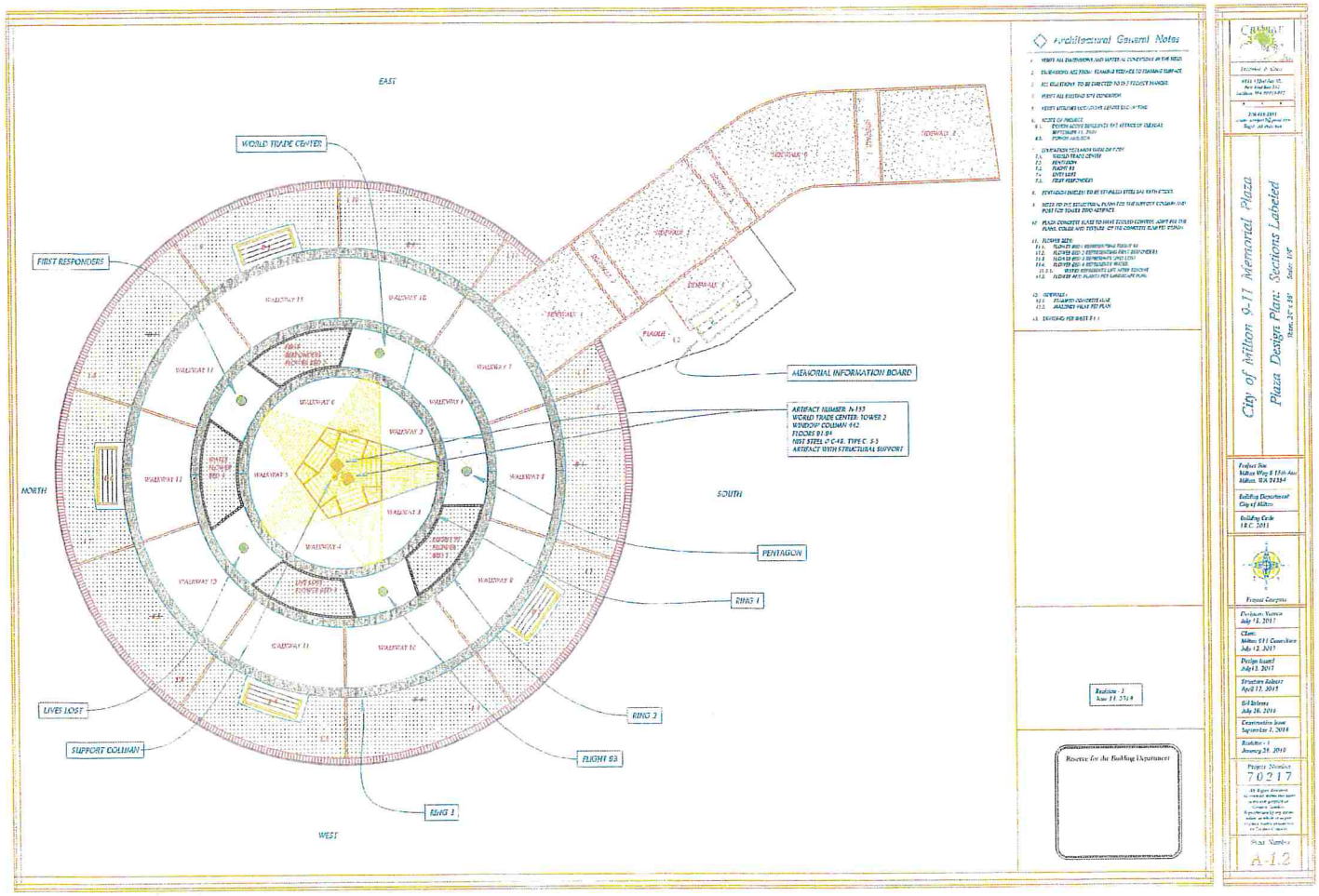
IN WITNESS WHEREOF, the Parties have executive this Agreement as of the date indicated above.

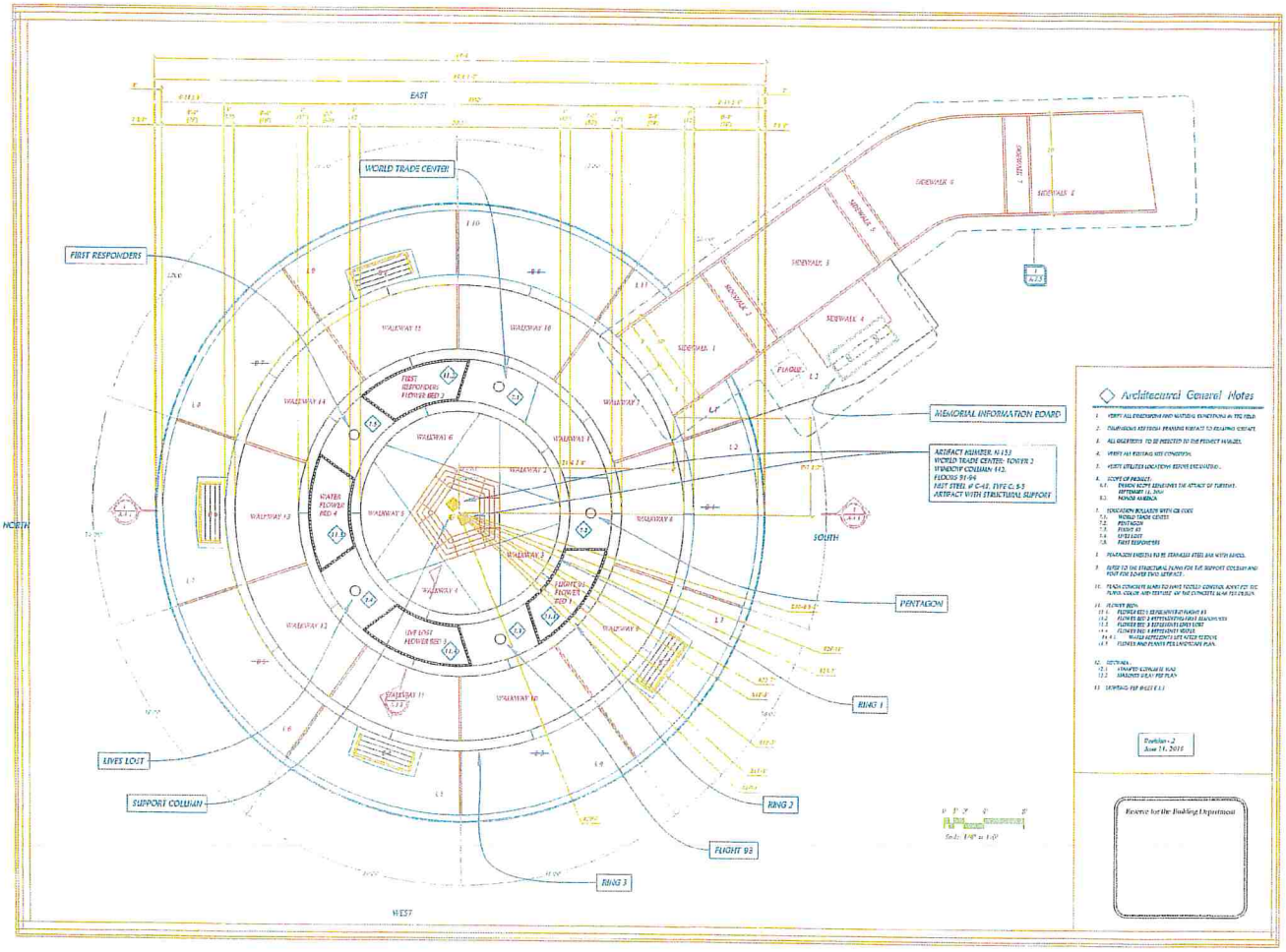
CITY OF MILTON, WA	MILTON POLICE DEPARTMENT FOUNDATION
By: _____ Name: _____ Address: _____ _____ Phone: _____	By: _____ Name: _____ Address: _____ _____ Phone: _____

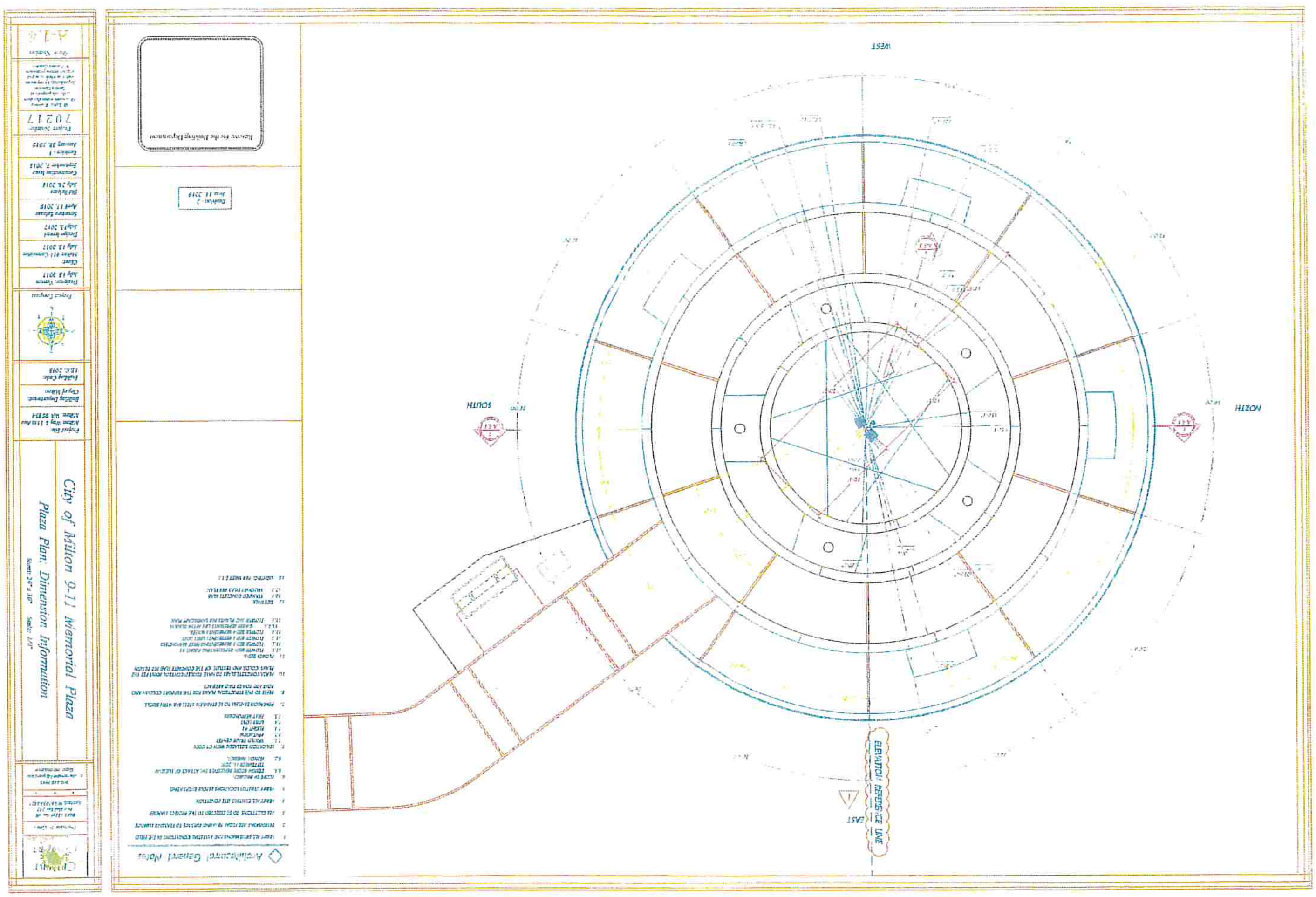
Exhibit A

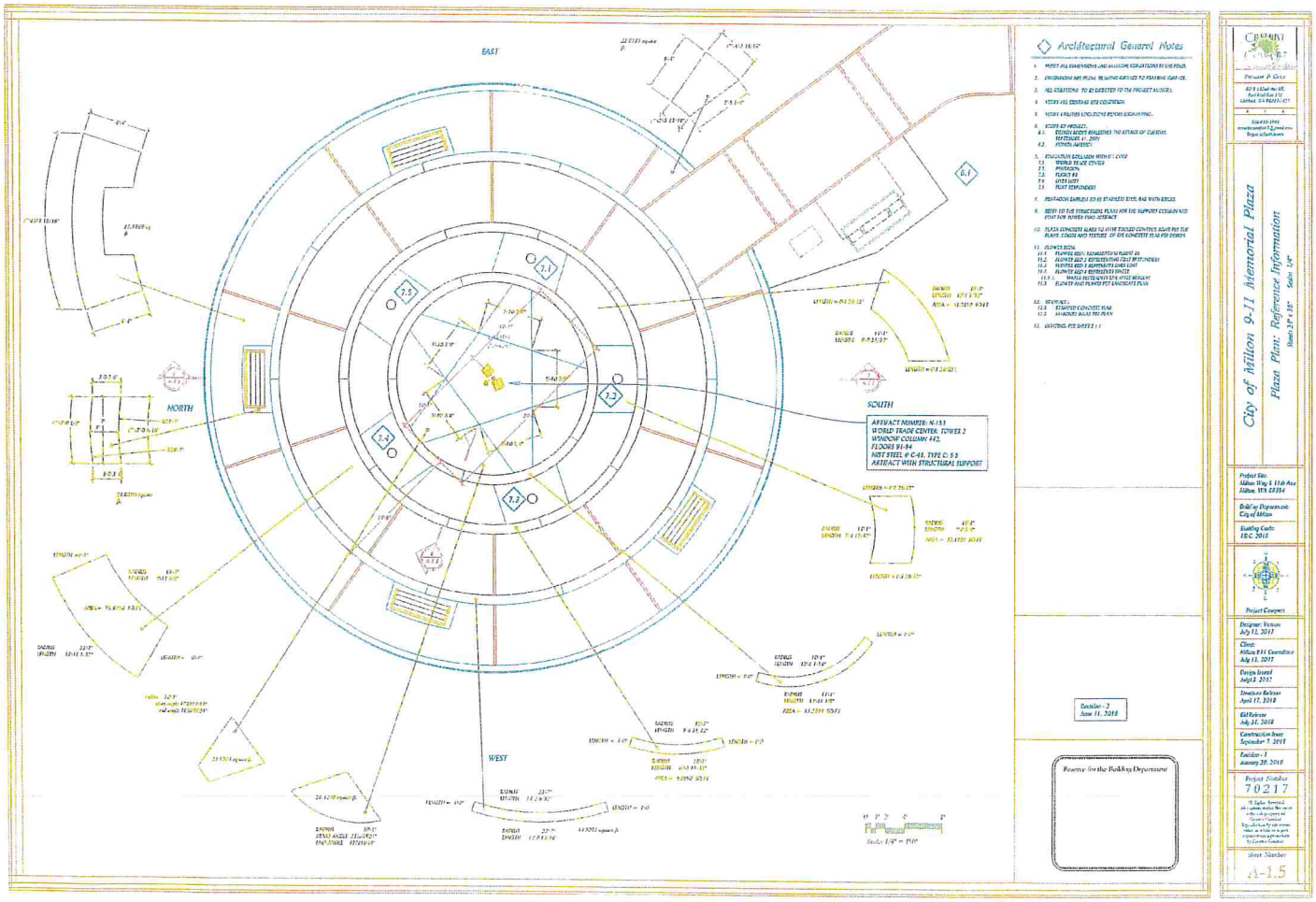
Site plan and Artifact


WORLD TRADE CENTER
FIRST RESPONDERS
MEMORIAL READER BOARD
ARTIFACT NUMBER- N 153
WORLD TRADE CENTER- TOTES 2
WINDOW COLUMN- 442,
FLOORS 81-85
NOT STEEL # C-44 TYPE C-55
ARTIFACT WITH STRUCTURAL SUPPORT
PENTAGON
LIVES LOST
SUPPORT COLUMN
FLIGHT 93
Architectural General Notes
Reserve for the Building Department
City of Milton 9-11 Memorial Plaza
Plaza Design Plan: Architectural and Landscape
Project Number
70217
Sheet Number
A-1.1
PATRIOT


EAST
WORLD TRADE CENTER
FIRST RESPONDERS
MEMORIAL INFORMATION BOARD
ARTIFACT NUMBER: № 153
WORLD TRADE CENTER: TOWER 2
WINDOW COLUMN #42
FLOORS 91-94
HOT STEEL 2' C-4.2, TYPE C 5-3
ARTIFACT WITH STRUCTURAL SUPPORT
NORTH
SOUTH
PENTAGON
RING 1
RING 3
FLIGHT 93
LIVES LOST
SUPPORT COLUMN
RING 2
WEST
Architectural General Notes
City of Milton 9-11 Memorial Plaza
Plaza Design Plan: Sections Labeled
Reserve for the Building Department
A-1.2


EAST
WEST
NORTH
SOUTH
WORLD TRADE CENTER
FIRST RESPONDERS
MEMORIAL INFORMATION BOARD
ARTIFACT NUMBER: N 133
WORLD TRADE CENTER: TOWER 2
WINDOW COLUMN 442.
FLOOR 91/94
MAT STEEL # C-43, TYPE C, 9.5
ARTIFACT WITH STRUCTURAL SUPPORT
PENTAGON
RING 1
RING 2
RING 3
FLIGHT 93
LIVES LOST
SUPPORT COLUMN
WATER FLOWER BED 4
FIRST RESPONDERS FLOWER BED 3
LIGHTED FLOWER BED 1
LIVE LOST FLOWER BED 2
WALKWAY 1
WALKWAY 2
WALKWAY 3
WALKWAY 4
WALKWAY 5
WALKWAY 6
WALKWAY 7
WALKWAY 8
WALKWAY 9
WALKWAY 10
WALKWAY 11
WALKWAY 12
WALKWAY 13
WALKWAY 14
WALKWAY 15
SIDEWALK 1
SIDEWALK 2
SIDEWALK 3
SIDEWALK 4
SIDEWALK 5
SIDEWALK 6
FLAGPOLE
Architectural General Notes
Revision - 2
June 14, 2018
Reserve for the Building Department
City of Milton 9-11 Memorial Plaza
Memorial Plaza, Landscape Ring and Sidewalk Plan
Project Number
70217
Sheet Number
A-1.3


City of Milton 9-11 Memorial Plaza
Plaza Plan: Dimension Information
A-1.6
Architectural General Notes
Review for the Building Department
WEST
NORTH
SOUTH
EAST
ELEVATION REFERENCE LINE


EAST
WEST
NORTH
SOUTH
ARTIFACT NUMBER: N.153
WORLD TRADE CENTER, TOWER 2
WINDOW COLUMN #42,
FLOORS 91-94
NIST STEEL # C-41, TYPE C-93
ARTIFACT WITH STRUCTURAL SUPPORT
Architectural General Notes
City of Milton 9-11 Memorial Plaza
Plaza Plan: Reference Information
Project Site
Milton Way & 11th Ave
Milton, WA 98354
Building Code:
IBC 2015
Project Compass
Designer: Vernon
July 13, 2017
Client
Milton 9/11 Committee
July 13, 2017
Design Board
July 13, 2017
Structure Release
April 17, 2018
Bid Release
July 31, 2018
Construction Issue
September 7, 2018
Addendum - 1
January 29, 2018
Project Number
7021
Sheet Number
A-1.5
Addendum - 2
June 11, 2018
Reserve for the Building Department

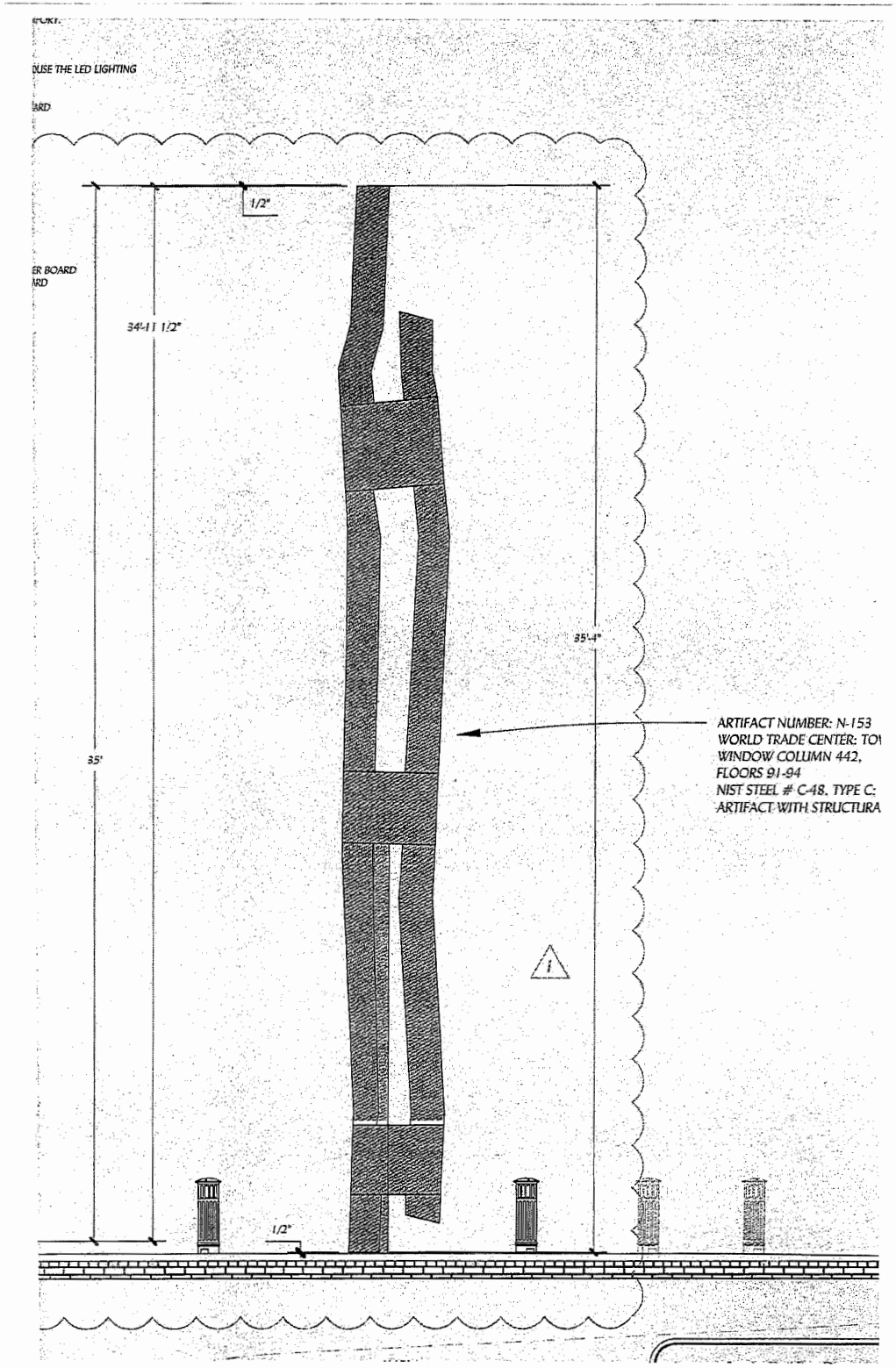

USE THE LED LIGHTING
ARD
ER BOARD
ARD
1/2"
34'-11 1/2"
35'-4"
35'
ARTIFACT NUMBER: N-153
WORLD TRADE CENTER: TO
WINDOW COLUMN 442,
FLOORS 91-94
NIST STEEL # C-48, TYPE C;
ARTIFACT WITH STRUCTURA
1/2"

Exhibit B

Description of phase one, cost of phase one and the bonding document for phase one

Phase 1 Cost Breakdown

Site Security/Temp Fencing -	$1,500
Excavation for Foundation -	$3,500
Foundation Rebar/Concrete -	$6,000
Pentagon Shaped Slab on Grade -	$5,500
Rough in Electrical -	$5,000
~~Pathway Trail -~~	~~$5,000~~
Artifact Installation -	$3,500
	$25,000

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, That we Washington Patriot Construction, LLC _____ of

PO Box 339, Gig Harbor, Washington, 98335, hereinafter referred to as the Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto City of Milton of City Hall, 1000 Laure Street, Milton, WA 98354, hereinafter referred to as the Obligee, in the sum of Thirty Thousand And No/100 Dollars ($ $30,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the 2 day of July, 2019 for 9-11 Memorial Project - Phase 1, Milton Way and 15th Ave., Milton, WA 98354

NOW, THEREFORE, If the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, than this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 3rd day of July, 2019

Washington Patriot Construction, LLC
(Principal)

CORPORATE SEAL

By _____ (Seal)

Liberty Mutual Insurance Company
(Surety)

By _____ (Seal)
Karen C. Swanson Attorney-in-Fact

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Agenda Item #:6B

To: Mayor Styron-Sherrell and City Councilmembers

From: Nick Afzali, Public Works Director

Jamie Carter, City Engineer

Date: October 19, 2020

Re: **Contract Approval: Citywide Missing Links Sidewalk Project**

ATTACHMENTS: **1.** Selected projects based on developed criteria
2. Contract with scope, fee, and schedule

TYPE OF ACTION:

☐ Information Only ☐ Discussion ☒ Action ☐ Public Hearing ☐ Expenditure

Recommended Motion: "I move to authorize the Mayor to sign the contract with SCJ Alliance for $638,394.89 to perform and manage all engineering work for this project."

Issue: The citizens, staff, and leadership in Milton have long recognized the need for and the lack of sidewalks and other non-motorized paths for pedestrians to move around the City safely and comfortably. Milton Way and the Interurban Trail are great examples of where the City has met this challenge, but there is still a lot of work to do. This is an ambitious project that will provide connectivity in between Milton's "centers". Places of recreation, schools, civic institutions and retail and dining shops will be connected, and more neighborhoods will have safe places for families to walk with dogs and strollers and kids on bikes.

Discussion: Development and traffic will continue to increase in our area. Milton was once a bedroom community with large farm-like plots and low traffic volumes. The ditches and large fields absorbed the rainwater and there was plenty of room for walkers.

The changes in our community should be managed and met head on. We recently eliminated truck route designation form some of our main thoroughfares and have actively pursued grants and outside funding for large traffic projects that are expected to improve congestion and wait times in the City. Now it is time to look at pedestrian movement.

Staff have been working in house to produce a Comprehensive Walkway Plan for the City. During the process of creating this document they were able to identify 'missing links' in our walkway system. These were listed out and preliminary engineering was done to help prioritize the different locations. Population distribution, proximity to the aforementioned "centers', and existing infrastructure were analyzed during the prioritization process. Anecdotal information, like citizen input and areas known to staff to have a lot of foot traffic were also considered.

Eight different projects were identified by staff. The selected consultant has in good faith worked with staff to prioritize and monetize the proposed projects. Staff reviewed twelve different proposals and

interviewed 5 different firms in order to obtain the highest qualified professionals to assist with this project.

On October 12th this was brought as a discussion item with some preliminary figures. The attached scope, fee and schedule demonstrate the level of effort that will be required to initiate this large project. It details the consultant, right-of-way, and construction tasks and costs associated with each location. At this point we are asking council to consider funding the design of five of the eight identified projects.

The five projects were selected by staff and the consultant based on connectivity, relative price, population density and feasibility. Whether or not the project will score well in grant applications was also a factor.

CITY OF MILTON PROFESSIONAL SERVICES AGREEMENT
(Project #162 – SIDEWALK MISSING LINKS DESIGN)

THIS Agreement is made effective as of the ___ day of ____ , 2020 , by and between the **City of Milton**, **Washington** ("City") and **SCJ Alliance** ("Consultant").

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

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

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

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

1. General Purpose and Intent.

Provides Consultant Services for design of pedestrian facilities at several locations in the City. These facilities will meet American With Disabilities Act requirements as well as conform to applicable City and State requirements. Feasibility, utility coordination, relocation and permitting, surveying, geotechnical investigations, and other civil engineering design services will be performed and completed to provide the requested right-of-way services and plans and specifications needed to construct the improvements.

2. Services by the Consultant.

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

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

3. Schedule of Work.

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. Consultant shall complete the work described in Section I by **December 31, 2021.** A failure to complete the work within the specific timeframe, except

where such failure is due to circumstances beyond the control of the Consultant, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the City, in the event of a delay attributable to the City, or because of unavoidable delays caused by circumstances beyond the control of the Consultant. All such extensions shall be in writing and shall be executed by both parties.

4. Compensation.

TIME AND MATERIALS NOT TO EXCEED – Compensation for the services described in the Scope of Work shall not exceed **$638,394.89** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as **Exhibit B**.

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

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

5. Corrective Changes in Work.

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

6. Coordination of Contract Documents.

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

7. Discrimination and Compliance with Laws.

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

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

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

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

8. Termination.

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

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

9. Standard of Care.

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

10. Ownership of Work Product.

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

11. Indemnification/Hold Harmless.

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

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

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

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

12. Insurance.

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

A. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute

form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

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

B. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Notice of Cancellation

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

G. Failure to Maintain Insurance

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

13. Assigning or Subcontracting.

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

14. Independent Contractor.

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

15. Notice.

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

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

Consultant:
Attn: Aaron Knight, PE
SCJ Alliance

8730 Tallon Ln NE Ste 200
Lacey, WA 98516

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

16. Non-Waiver.

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

17. Resolution of Disputes; Governing Law and Venue.

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

18. Taxes.

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

19. Entire Agreement.

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

20. Risk of Loss.

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

CITY OF MILTON, WASHINGTON

By: _____
Shanna Styron Sherrell, Mayor

Date: _____

ATTEST:

By: _____
Trisha Summers, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

By: _____
Ogden Murphy Wallace

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

SCJ ALLIANCE
CONSULTING SERVICES

EXHIBIT A

SCOPE OF WORK AND FEE ESTIMATE
for
2020-2021 Citywide Missing Link Sidewalk/Drainage Improvements

Milton, WA

Prepared For: Jamie Carter, PE, City Engineer
City of Milton
1000 Laurel Street
Milton, WA 98354

Prepared By: Aaron Knight, PE, Project Manager

Date Prepared: September 23, 2020

OVERVIEW

The objective of this project is to prepare construction documents for five (5) project sites throughout the City. Each project site requires its own subset of construction drawings, but all sites may be combined in a common bid set using a shared Project Manual. The City intends to construct the project sites using funds from City sources; however, they are actively applying for grant funding for other sites.

The following project sites are included in this scope of work:

Site ID	Site Description	Approx. Project Length
1	19th Avenue north of Milton Way	335 LF
3	27th Avenue north of Milton Way	875 LF
4	23rd Avenue near Surprise Lake	710 LF
5	Milton Way, 20th St E to Porter Way	1,900 LF
6	Porter Way near Interurban Trail	450 LF

ASSUMPTIONS

- This project is part of a larger effort by the City of Milton to connect missing links of sidewalk throughout the City. There have been a total of eight (8) sites identified as part of the missing links sidewalk project. This scope of work includes preparing bid documents for five (5) of the eight (8) total sites.
- The Final Design Package includes Sites 1, 3, 4, 5, 6. This package is funded with City funds only. Grant funding (Federal, State, etc.) will not be included in this package. Addition of Federal or State funding will add additional requirements to the Project Manual not included in this scope of work.
- Plans will be developed using AutoCAD 2020 Civil 3D using SCJ drafting standards.
- Special Provisions will be developed based on the 2021 WSDOT Standard Specifications.
- Roadway pavement section will be provided by the CITY and will not require an Engineered design.
- All required walls are anticipated to not require Structural Engineering; therefore, it is not included in this scope of work. If proposed walls exceed 4 feet high, Structural Engineering may be included under a contract amendment.
- All field activities including survey and geotechnical exploration will occur within the Right of Way (ROW). It is understood that some locations have existing fences located within the ROW which will require access behind the fence to complete field work. Other locations may require access to front yards to obtain topography for matching existing grades. In these cases, it is anticipated that the property owner will provide verbal permission to access. Unless otherwise stated in the specific tasks herein, the CONSULTANT will not prepare a written access request. Preparation of written access requests are not included in this scope and will require a contract amendment. Any compensation to property owners for access to private property will be the responsibility of the CITY.
- The CITY will be responsible for all permit fees.
- A Construction Stormwater General Permit is not included in this scope of work, however, if required, the CONSULTANT may be retained to prepare it under a contract amendment.
- Modifications to underground sewer, gas, or water utilities will not be required.
- Modifications to underground or overhead electric or communications utilities will not be required unless explicitly included in this scope of work.
- As-Built drawings are not included in this scope of work.

INFORMATION PROVIDED BY THE CITY

- Utility maps for all sites including all CITY utilities.
- Recent and current development plans directly adjacent to project sites.
- Recent City design plans for all constructed projects directly adjacent to project sites.
- Roadway Pavement Section for each site.

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Phase 1: Project Management

This phase includes tasks to plan, manage, and administer the work; attend project meetings; and provide quality assurance/quality control.

Task 1 Management

Task 1.1 Management: Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.

Task 1.2 Schedule and Budget: Develop a critical path project schedule to match the scope of work. Identify task durations, predecessors, CITY reviews, deliverables, and milestones. Review and update the schedule on a monthly basis. Monitor earned value and actual costs on a biweekly basis. Provide monthly billing statements to the CITY including overall budget and schedule confirmation and review for each progress billing period.

Task 2 Administration

Task 2.1 Progress Reports: Prepare and submit a biweekly progress report. Progress reports will show: (1) prior work performed, (2) current work planned, (3) schedule and budget status (including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the CITY and/or others.

Task 2.2 Progress Billings: Prepare a monthly progress invoice with weekly progress reports attached. Invoices will show staff hours for each phase (i.e., Phase 1: Project Management).

Task 2.3 Filing: Develop a project filing system and maintain project files in one centralized location. Periodically purge draft and redundant documents.

Task 2.4 Subconsultant Administration: Execute and administer subagreements. Review and approve monthly invoices.

Task 3 Design Review Meetings

The CONSULTANT will direct the following Design Review Meetings:

Task 3.1 The CONSULTANT shall attend one (1) 30% Design Review Meeting. Assume two (2) CONSULTANT staff present at the meeting.

Task 3.3 The CONSULTANT shall attend one (1) 90% Design Review Meeting. Assume two (2) CONSULTANT staff present at the meeting.

Task 3.4 The CONSULTANT shall attend one (1) 100% Design Review Meeting. Assume two (2) CONSULTANT staff present at the meeting.

Understanding

- Project management will be provided over a 12-month timeframe. Extension of the project timeframe will require a contract amendment.
- Progress billings will be submitted monthly to the City.
- Timelines and milestones will be outlined in a master schedule using Microsoft Project and will be updated for each progress billing.

- Budget for peer checks for quality control is included within budget for design tasks.

Deliverables

- Biweekly Progress Report submitted via email in PDF format.
- Progress billings submitted monthly submitted via email in PDF format.
- MS Project schedule updates submitted via email in PDF format.
- Meeting minutes from each of the five (5) design review meetings, submitted via email in PDF format.

Phase 2: Survey and Right of Way Determination (by 1Alliance)

Task 1 Survey and Mapping

Task 1.1 Survey PM, Admin, QA/QC: This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

Task 1.2 Survey Control: This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

For these efforts both cadastral and geodetic control will be required, and both will be referenced to the same coordinate system/datum.

Current WSRN Geodetic Framework is NAD83-2011 Epoch 2010.00. Vertical Datum will be referenced to NAVD88.

Task 1.3 Field Surveying and Mapping: This task includes the field surveying and mapping required for this specific effort. The consultant shall provide topographic and planimetric surveying and mapping to support design of the Project. Surveying shall be performed under the direction of a Professional Land Surveyor licensed to practice in the State of Washington. The CONSULTANT will be using traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

The CONSULTANT will provide ground-based topographic surveys to generate basemaps at a 1”=20’ scale and to prepare DTM generated 2-foot contours. Field survey will pick up sidewalks, curbs, edges of pavements, sanitary and drainage structures (centers of lids), fences, mailboxes, retaining structures, culverts, guard rails, utility surface features, field markings of existing sub- surface utilities (by others), traffic and business signs, striping, trees (type and size for trees over 6-inches DBH), and limits of significant landscape areas.

The CONSULTANT will contact one-call utility locate service (811) and survey their utility markings for incorporation into the basemap. Sub-surface utility information, including wet utility (storm and or sanitary) measure-downs, will be collected. Traffic Control for several sites is estimated.

Any storm drains, catch basins, or sanitary sewer maintenance holes that cannot be accomplished for any reason (e.g. locked, unable to open, a particularly unsafe position, etc.) will be noted for further direction.

Field personnel will use appropriate signage, high-visibility clothing, and traffic control devices while performing field survey.

Task 1.4 Office Processing: This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

The CONSULTANT will compile the topographic survey into a project base map using 2018 AutoCAD Civil3D. The CONSULTANT will compile and map existing features and underground utilities. The CONSULTANT will provide ground-based topographic surveys to generate basemaps at a 1”=20’ scale and to prepare DTM generated 2- foot contours.

Task 1.5 Right-of-Way and Boundary Resolution(s): The CONSULTANT will attempt to resolve the right-of-way within the project areas. If resolvable within the current scope, the right-of-way resolutions will be incorporated into the basemapping. Parcels will not be resolved and will be shown using publicly available GIS information.

Right-of-Way Resolution will not have the benefit of Title Reports. Publicly available information (County records, records of Surveys, Plats, and etc.) will be researched, and the publicly available information will be utilized for the Right-of-Way Resolution. Title Reports often contain important information for Right-of-Way Resolution and can often contain information that can produce a different Right-of-Way Resolution result.

Task 2 Additional Surveying

Provide one (1) additional day of supplemental field surveying and mapping and office processing.

Understandings

- Health, Safety, and Security are priority. Personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
- Field personnel will use appropriate signage, high-visibility clothing, and traffic control devices while performing field survey.
- Traffic Control is included and is anticipated for several sites.
- Underground Conductible Utility Locates will be attempted using One-Call (811).
- Pipe inverts will not be required for sanitary sewer structures.
- Right-of-Way Resolution will utilize publicly available information. In the event that information is not publicly available, Title Reports may be required to resolve Right-of-Way. Purchase and review of Title Reports is not included in this scope of work and will require a contract amendment.
- Field staking of existing or proposed right of way line will not be required.
- Property corners will not be located as part of this scope of work.
- Legal descriptions and exhibits for right of way acquisition or temporary construction easements are not included and will require an amendment to this scope of work.

Deliverables

- Signed topographic survey drawings (hard copy).
- Project basemap at 1” = 20’ scale, 2-foot contours.
- 2018 AutoCAD Civil 3D file of project basemap.
- 2018 AutoCAD Civil 3D digital terrain model (DTM) file

Phase 3: Site Value Analysis

This phase will complete a value analysis for each of the five (5) project sites, plus the following additional locations to determine a rating and ranking, as well as apparent value. The results of the analysis will provide City Staff with information necessary to determine site priority for funding.

Additional locations:

Site ID	Site Description	Approx. Project Length
2	23rd Avenue Widening south of Alder St	920 LF
7	Emerald St west of 23rd Avenue	600 LF
8	Kent St to Milton Way Missing Link	1,500 LF

Task 1 Site Value Analysis

Task 1.1 Criteria Development: Meet with City staff to determine rating criteria to evaluate each site's benefit to the community, environment, etc. upon construction. Develop up to six (6) evaluation criteria during the meeting. Criteria may also receive weighted ratings.

For example, two of the criteria may include impacts to driveways/property access and difficulty of construction. The weighting may provide a larger weight to driveways/property access because the impacts are long-term, whereas difficulty of construction is a more short-term concern.

Task 1.2 Conceptual Design and Cost Estimation: Prepare conceptual level design and cost estimations for each site.

Task 1.3 Alternatives Analysis: Prepare an analysis model to evaluate each site, based on the conceptual design, with respect to the established criteria. Performance will be determined by scoring each alternative against weighted criteria. Once this is complete, the site's value shall be established, where value is equal to performance divided by cost.

Task 1.4 Draft Summary Report: Prepare a summary memorandum describing the methodology for the site value analysis and decision-making. Submit the summary to the City for review. Following City review, a meeting will be held to discuss the results. Assume two (2) CONSULTANT staff for one (1) meeting.

Task 1.5 Final Summary Report: Prepare a final site value analysis memorandum with graphics to explain the decision-making process. This document will assist the City's communication with the City Council and other stakeholders.

Deliverables

- Draft and Final Summary Report for the Site Value Analysis.

Phase 4: Public Involvement

Task 1 Interactive Project Website

The CONSULTANT will design, host, and manage a project website for the duration of the contract, posting relevant project information, upcoming events, links to helpful information, a project calendar, meeting materials and results, a photo gallery, and construction schedule.

Website maintenance shall occur on a bi-weekly basis and include updated project information. Assume website will be active for one (1) year.

Task 2 Walking Tour

A walking tour will be conducted for all five (5) sites over two days. Property owners within the immediate project areas will be invited (via door hangers, posting on the project website, and City's social media accounts) to attend to learn more about the overall project, timeline and construction schedule, and outcome of each project site. Effort will be made to speak with each attending property owner about the impacts the project may have on their property.

SCJ, Commonstreet Consulting, and City staff will participate in the walking tours to share project information with the public and answer any questions. Assume three (3) CONSULTANT staff.

Produce the following documents to assist with this Task:

- Door hanger, informing residents of the project and time/date of the walking tour.
- Walking tour map for public notification
- Graphical description of the proposed improvements for each site

Task 3 Public Information Meeting

Hold one (1) public information meeting to report on project progress, gather public feedback, and share upcoming events with the public. Prepare graphic materials for discussion purposes. Prepare notes from the meetings to document key decisions and/or action items and produce a FAQ for publication on the website.

Notification for public information meeting will be distributed via utility bill inserts. The CONSULTANT will provide a design within the size parameters provided by the City.

Task 4 Focus Meetings

Support the City in meeting with individual property owners and/or business owners to discuss the project and gather input. Assume three (3) CONSULTANT staff for up to ten (10) meetings.

Understanding

- The City will help determine the location of the focus meetings, whether at City Hall in a conference room or local coffee shop, and will set up each meeting.
- The City will provide a summary of conversations previously had with property owners including their contact information.
- The City will review and provide feedback on the design preference survey and project website prior to launch.

Deliverables

- Project website with a link that can be posted on the City's webpage to take visitors directly to the project page.

- Door hanger information handout for walking tour
- Walking tour map and script for each project site in PDF format.
- Meeting summaries for focus meetings and public information meeting submitted in PDF via email.

Phase 5: Public Involvement (by Commonstreet Consulting)

Commonstreet will perform public outreach and strategic property impact mitigation planning. This scope and fee assumes some degree of participation in all five (5) sidewalk projects

Task 1 Walking Tour

Participate in the Walking tour included in Phase 4, Task 2. Meet with each individual property owner regarding real estate design and valuation concerns. Coordinate with project team on potential impact mitigation strategies that could be integrated into early design. Document property owner meetings and correspond with property owners regarding any preliminary decisions the City's project team develops.

Task 2 Public Information Meeting

Participate and lead right of way portions of public meetings included in Phase 4, Task 3, including providing right of way talking points. Assumes two (2) meetings over a four (4) hour period each.

Task 3 Focus Meetings

Participate and lead right of way portions of Focus Meetings included in Phase 4, Task 4. Gather property owner comments and suggestions, and document meeting results.

Phase 6: Final Design Package Preparation

Within the final design package, there is content that is not specific to a single site, but covers multiple sites. This phase includes effort for preparing those items in support of subsequent phases. Final Design Package #1 shall include the following Sites:

- Site 1: 19th Avenue north of Milton Way
- Site 3: 27th Avenue north of Milton Way
- Site 4: 23rd Avenue near Surprise Lake
- Site 5: Milton Way, 20th St E to Porter Way
- Site 6: Porter Way near Interurban Trail

Task 1 90% Design

Task 1.1 The CONSULTANT shall prepare 90% Design "front end" plans for review and approval by the CITY. These sheets will be part of the full plan set but are not specific to a single site. The CONSULTANT will provide senior level QA/QC and constructability review prior to submitting to the CITY. The plans are estimated to include the following sheets:

Title	Number
Cover Sheet	1
Legend, Abbreviations, General Notes	1
Survey Control	1
Typical Details	2
TOTAL	**5**

Task 1.2 The CONSULTANT shall prepare the 90% Design Project Manual including front end bidding documents, special provisions, and appendices.

Task 2 100% Design

Task 2.1 The CONSULTANT shall prepare 100% Design Plans, including addressing all CITY comments on the previous submittal.

Task 2.2 The CONSULTANT shall prepare the 100% Design Project Manual, including addressing all CITY comments on the previous submittal.

Task 3 BID Documents

Task 3.1 The CONSULTANT shall prepare BID ready Plans, including addressing all CITY comments on the previous submittal.

Task 3.2 The CONSULTANT shall prepare the BID ready Design Project Manual, including addressing all CITY comments on the previous submittal.

Task 4 Assistance during Bidding

Task 4.1 Prepare addenda and respond to bidders' questions relayed through the CITY. It is assumed that the CONSULTANT will prepare up to one (1) addendum.

Task 4.2 The CONSULTANT will attend the bid opening and check bids for conformance with contract requirements, prepare bid tabs, and provide a recommendation to award letter.

Deliverables

- One (1) set electronic copy – 90% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 90% Design Project Manual
- One (1) set electronic copy – 100% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 100% Design Project Manual
- One (1) set electronic copy – BID Ready 1/2 Size Plans (11x17)
- One (1) set electronic copy – BID Ready Project Manual

Phase 7: Geotechnical Engineering (By GeoDesign)

The purpose of our scope of services is to provide geotechnical recommendations to address design of LID infiltration elements.

Task 1 Geotechnical Engineering

Task 1.1 Review available existing preliminary plans and geotechnical, geological, and environmental reports for the immediate area to help evaluate stormwater infiltration potential.

Task 1.2 Coordinate and manage the field explorations, including utility locates, access preparation, and scheduling contractors and staff.

Task 1.3 Prepare traffic control plans and obtain right-of-way (ROW) permits from the City.

Task 1.4 Conduct a field investigation to explore subsurface conditions along the proposed sidewalk alignments. This will include the following:

- Mark exploration locations and request public utility locates. A separate trip to the site will be necessary to mark the exploration locations in order to conduct utility locates, while a second trip will be necessary to observe locates and verify that no conflicts exist or select an alternate exploration location.
- Coordinate and manage the field investigation, which will include excavation test pits at the site.
  - Site 3: two test pits
  - Site 4: two test pits
  - Site 5: three test pits
  - Site 6: one test pit
- The test pits will be excavated to depths of approximately 1.5 to 2 feet below ground surface (BGS) within the landscaped ROW area adjacent to the road. A small-scale pilot infiltration test will be performed in each test pit at a depth of approximately 18 to 30 inches to evaluate infiltration potential. After the infiltration test is performed, the test pits will be extended using a 12-inch-diameter auger to a depth of approximately 8 feet BGS.

Task 1.5 Perform geotechnical laboratory analyses on disturbed soil samples. For each test pit location we anticipate performing the following tests:

- Up to one grain-size analysis (eight (8) total tests).
- Up to one cation exchange capacity test (eight (8) total tests).
- Up to one organic matter content determination (eight (8) total tests).

Task 1.6 Prepare a draft (electronic PDF copy) and final report summarizing our findings, conclusions, and recommendations related to the following:

- Subsurface soil and groundwater conditions and results of laboratory testing.
- Estimated long-term design soil infiltration rates based on the results of in situ testing and experience in the area.
- Potential of existing soil to provide water quality treatment.
- Mitigation recommendations for impacts associated with infiltration.
- Recommendations for luminaire pole foundation design at Site 5.

Understanding

- The CONSULTANT will subcontract for traffic control, excavator, water truck, and traffic control services.
- Soil samples will be collected manually from the backhoe bucket or auger and a log of the subsurface conditions encountered will be maintained.
- Test pit locations for infiltration testing will be in unpaved areas where ground disturbance is acceptable; surface restoration may result in exposed soil and shallow rutting.
- ROW permit costs will be waived by the City.

Deliverables

- One (1) set electronic copy – Draft Geotechnical Report
- One (1) set electronic copy – Final Geotechnical Report

Phase 8: Right of Way Consulting (by Commonstreet Consulting)

Right of Way Consulting will be required for permanent acquisition and temporary construction permits at the project sites as follows:

Site ID	Site Description	Right of Way Activities
1	19th Avenue north of Milton Way	None Proposed
3	27th Avenue north of Milton Way	Permanent Partial Acquisition, Parcel No 0420041045 Eight (8) Temporary Construction Permits
4	23rd Avenue near Surprise Lake	Permanent Partial Acquisition, Parcel No 0420043000 Four (4) Temporary Construction Permits
5	Milton Way, 20th St E to Porter Way	Five (5) Temporary Construction Permits
6	Porter Way near Interurban Trail	One (1) Temporary Construction Permit

Task 1 Right of Way Negotiations

Task 1.1 Right of Way Project Management

Management of project schedule and budget, administration and providing regular status reporting.

Task 1.2 Title and Document Preparations. Document preparations, acquisition files set-up and determining parcel ownerships for (18) temporary construction permits (TCP's) and (2) permanent fee acquisitions at Sites 3, 4, 5, and 6. In addition, for the two permanent acquisitions, preparations of City and State compliant offer packages, conveyance documents, payment vouchers and other required documents.

Task 1.3 Administrative Offer Summaries/Valuation Services. Two permanent acquisitions at the parcels stated herein. For purposes of this scope, it is assumed that no appraisal and appraisal review services will be required for any acquisitions and that the two (2) permanent fee acquisitions identified for Sites 3 and 4 will be valued at less than $25,000 and therefore require real property valuations in Administrative Offer Summary formats only.

Task 1.4 Negotiations. Introductory and offer meetings, (in person, whenever possible), and negotiating acquisition settlements and/or entry rights with up to (20) property owners to secure (18) temporary construction permits (TCP's) and (2) permanent fee acquisitions. All offer meetings, noticing,

administrative settlements and negotiations processes are to be in compliance with City policy and State guidelines.

Task 1.5 Payment Processing/Title Clearance/Project Close-Out. Facilitating payment, title clearance and recording processes with the City's accounting departments and/or escrow companies for up to (2) permanent fee acquisitions at Sites 3 and 4. In addition, tasks include project file close out and finalizing of physical and electronic files for (18) TCP acquisitions and (2) permanent fee acquisitions in compliance with City policy and State guidelines.

Understanding

- All preliminary title reports, escrow, recording and related fees assumed to be paid directly by City.
- Recordings and payment processing to be completed by City staff.
- Assumes no design changes affecting right of way takings will occur after Administrative Offer Summaries are complete.

Deliverables

- (18) TCP Documents
- (2) Fee Acquisition Offer Packages
- (2) Administrative Offer Summaries

Phase 9: Construction Administration (by KBA) (Future Phase)

Consultant may be retained to continue with Construction Administration under a contract amendment.

Phase 10: Utility Coordination (Future Phase)

If it is determined that existing utilities may impact proposed facilities (i.e. gas line conflict with storm drainage), the CONSULTANT shall coordinate with the necessary franchise utilities regarding adjustment and/or relocation as well as potholing or other site investigations. If required, this effort will be scoped under a contract amendment.

Phase 11: Site 1 – Design

Site 1 - 19th Avenue north of Milton Way

This site includes construction of a planter strip and sidewalk for approximately 335 LF along the east side of 19th Avenue, immediately north of Milton Way. Drainage improvements will include connection to the existing conveyance system.

Site 1 Understanding

- Plan sheets developed in this Phase will be combined with the "Front End" sheets developed in Phase 6 to form the complete Final Design Package.
- This site requires less than 5,000 SF of new impervious surface, therefore Stormwater Flow Control and/or Treatment are not required.
- Geotechnical Exploration is not required for this site.
- All improvements will be completed within the existing right of way.
- There are no critical areas impacting this site.
- The site is exempt from SEPA review per Categorical Exemption (Milton Municipal Code 18.04.100, WAC 197-11-305).
- Improvements will tie into existing sidewalk. No curb ramps will be required.
- All proposed luminaires will be installed on wood utility poles per the City of Milton's Electric Division standards.
- Utility relocations (public or private) will not be required.
- Retaining walls, structural or non-structural, will not be required at this site.

Task 1 Preliminary Design

The CONSULTANT shall provide 30% Design Plans and Estimates for review and approval by the CITY. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details as necessary.

Task 1.1 Data Collection: Gather and review available background data and as-builts from the CITY. Gather and review system maps from dry utility providers (power and communication).

Task 1.2 Photographs: Walk the site and provide photo documentation.

Task 1.3 The CONSULTANT shall prepare 30% plan sheets for review and approval by the CITY. The 30% submittal will include horizontal location of improvements with the following level of detail:

- Construction limits
- Curb, planter, and sidewalk
- Location and type of driveway approaches
- Schematic drainage layout, approximate pipe and structure locations
- Channelization and signing
- Illumination
- Utility impacts, required relocations, and pothole locations
- Impact to private improvements both inside and outside of public right of way

In general, vertical location of improvements will not be specified on the Plans unless there are conflicts with existing utilities and/or surface improvements. Vertical information will be provided at locations where proposed improvements are confined by existing grades. The CONSULTANT will provide senior level QA/QC prior to submitting to the CITY.

Task 1.4 The CONSULTANT shall prepare 30% quantities and opinion of probable cost for review by the CITY.

Task 1.5 An illumination design report will be provided with the 30% plans and include a summary of lighting design standards, proposed lighting levels, and all supporting documentation. The illumination design report will assess existing lighting levels and provide recommendations for enhancing existing lighting.

Task 1.6 Basis for Design Report: Prepare an executive summary to describe work completed and decisions made as part of the Preliminary Design. Include technical memorandums prepared separately for roadway design, stormwater design, traffic control strategy, and utility conflicts. Include preliminary plans and cost estimates. Submit to the CITY for review. Revise the report once per CITY comments.

Deliverables

- One (1) set electronic copy – 1/2 Size Plans (11x17) and Estimate
- One (1) set electronic copy – Illumination Design Report
- One (1) set electronic copy – Basis for Design Report

Task 2 90% Design

The CONSULTANT shall provide 90% Design Plans, Specifications, and Estimates for review and approval by the CITY. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details as required. Documents will be stamped by a licensed professional engineer in the State of Washington.

Task 2.1 The CONSULTANT shall prepare 90% Design plans for review and approval by the CITY. The 90% Design submittal will include all comments received from the 30% Design Plans. The CONSULTANT will provide Senior level QA/QC and constructability review prior to submitting to the CITY.

The following plan sheets are anticipated, in addition to the “front end” sheet included in Phase 6:

Title	Number
Typical Sections	1
Demolition/TESC Plans	1
Roadway Plan and Profile	1
Landscaping/Restoration Plans	1
Construction Staging/Traffic Control Plans	2
TOTAL	**6**

Task 2.2 The CONSULTANT shall prepare 90% Design quantities and opinion of probable cost for review and approval by the CITY.

Understanding

- Material selection and electrical design for illumination improvements will be completed by the CITY and shown graphically on the Roadway Plan.

Deliverables

- One (1) set electronic copy – 90% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 90% Design Engineer's Estimate

Task 3 100% Design

Task 3.1 The CONSULTANT shall prepare 100% Design Plans, including addressing all CITY comments on the previous submittal.

Task 3.2 The CONSULTANT shall prepare the 100% Design quantities and opinion of probable cost, including addressing all CITY comments on the previous submittal.

Deliverables

- One (1) set electronic copy – 100% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 100% Design Engineer's Estimate

Task 4 BID Documents

Task 4.1 The CONSULTANT shall prepare BID Ready Plans, including addressing all CITY comments on the previous submittal.

Task 4.2 The CONSULTANT shall prepare the BID submittal quantities and opinion of probable cost, including addressing all CITY comments on the previous submittal.

Deliverables

- One (1) set electronic copy – BID Ready 1/2 Size Plans (11x17)
- One (1) set electronic copy – BID Engineer's Estimate

Phase 12: Site 3 – Design

Site 3 - 27th Avenue north of Milton Way

This site includes construction of a planter strip (in some locations) and sidewalk for approximately 875 LF along the east side of 27th Avenue, north of Milton Way. Drainage improvements will include a combination of connection to the existing conveyance system and infiltration.

Site 3 Understanding

- Plan sheets developed in this Phase will be combined with the "Front End" sheets developed in Phase 6 to form the complete Final Design Package.
- Right of Way acquisition will not be required for this site, however temporary construction easements may be required. Easement acquisition is not included in this scope, but the Consultant may be retained to continue with Right of Way consulting under a contract amendment.
- There are no critical areas impacting this site.
- The site is exempt from SEPA review per Categorical Exemption (Milton Municipal Code 18.04.100, WAC 197-11-305).
- This site requires greater than 5,000 SF of new impervious surface, therefore Stormwater Flow Control is required. New pollution generating impervious surface will not exceed 5,000 SF.
- All proposed luminaires will be installed on wood utility poles per the City of Milton's Electric Division standards.
- Intersections with private roadways will receive a driveway access.
- ADA Compliant curb ramps are not included at this site.

Task 1 Preliminary Design

The CONSULTANT shall provide 30% Design Plans and Estimates for review and approval by the CITY. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project-specific details, as necessary.

Task 1.1 Data Collection: Gather and review available background data and as-builts from the CITY. Gather and review system maps from dry utility providers (power and communication).

Task 1.2 Photographs: Walk the site and provide photo documentation.

Task 1.3 The CONSULTANT shall prepare 30% plan sheets for review and approval by the CITY. The 30% submittal will include horizontal location of improvements with the following level of detail:

- Construction Limits
- Right of Way acquisition limits, if required
- Curb, planter, and sidewalk
- Location and type of curb ramps
- Location and type of driveway approaches
- Schematic drainage layout, approximate pipe and structure locations
- Channelization and signing
- Illumination
- Utility impacts, required relocations, and pothole locations
- Impact to private improvements both inside and outside of public right of way

In general, vertical location of improvements will not be specified on the Plans unless there are conflicts with existing utilities and/or surface improvements. Vertical information will be provided at locations where proposed improvements are confined by existing grades. The CONSULTANT will provide Senior level QA/QC prior to submitting to the CITY.

Task 1.4 The CONSULTANT shall prepare 30% quantities and opinion of probable cost for review by the CITY.

Task 1.5 An illumination design report will be provided with the 30% plans and include a summary of lighting design standards, proposed lighting levels, and all supporting documentation. The illumination design report will assess existing lighting levels and provide recommendations for enhancing existing lighting, if required.

Task 1.6 Basis for Design Report: Prepare an executive summary to describe work completed and decisions made as part of the Preliminary Design. Include technical memorandums prepared separately for roadway design, stormwater design, traffic control strategy, and utility conflicts. Include preliminary plans and cost estimates. Submit to the CITY for review. Revise the report once per CITY comments.

Deliverables

- One (1) set electronic copy – 1/2 Size Plans (11x17) and Estimate
- One (1) set electronic copy – Illumination Design Report
- One (1) set electronic copy – Basis for Design Report

Task 2 Stormwater

It is anticipated that the site will exceed 5,000 SF of new non-pollution generating, impervious surface, therefore LID mitigation measures will be required.

Task 2.1 Modeling: Prepare a hydrologic model of the existing and proposed land use conditions for the limits of disturbance to determine the treatment and flow control requirements. Determine preliminary footprint size of water quality and flow control facilities.

Task 2.2 Flow Control: Evaluate flow control options for the basin areas.

Task 2.3 Technical Memorandum: Prepare a draft technical memorandum. The memorandum will describe stormwater design and document major design decisions.

Task 3 90% Design

The CONSULTANT shall provide 90% Design Plans, Specifications, and Estimates for review and approval by the CITY. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project-specific details, as required. Documents will be stamped by a licensed professional engineer in the State of Washington.

Task 3.1 The CONSULTANT shall prepare 90% Design plans for review and approval by the CITY. The 90% Design submittal will include all comments received from the 30% Design. The CONSULTANT will provide Senior level QA/QC and constructability review prior to submitting to the CITY.

The following plan sheets are anticipated, in addition to the "front end" sheet included in Phase 6:

Title	Number
Typical Sections	1
Demolition/TESC Plans	2
Roadway Plan and Profile	2
Landscape Wall Plan/Profile and Details	2
Landscaping/Restoration Plans	2
Construction Staging/Traffic Control Plans	2
TOTAL	**11**

Task 3.2 The CONSULTANT shall prepare 90% Design quantities and opinion of probable cost for review and approval by the CITY.

Understanding

- Material selection and electrical design for illumination improvements will be completed by the CITY and shown graphically on the Roadway Plan.

Deliverables

- One (1) set electronic copy – 90% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 90% Design Engineer's Estimate

Task 4 100% Design

Task 4.1 The CONSULTANT shall prepare 100% Design Plans, including addressing all CITY comments on the previous submittal.

Task 4.2 The CONSULTANT shall prepare the 100% Design quantities and opinion of probable cost, including addressing all CITY comments on the previous submittal.

Deliverables

- One (1) set electronic copy – 100% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 100% Design Engineer's Estimate

Task 5 BID Documents

Task 5.1 The CONSULTANT shall prepare BID ready Plans, including addressing all CITY comments on the previous submittal.

Task 5.2 The CONSULTANT shall prepare the BID submittal quantities and opinion of probable cost, including addressing all CITY comments on the previous submittal.

Deliverables

- One (1) set electronic copy – BID Ready 1/2 Size Plans (11x17)
- One (1) set electronic copy – BID Engineer's Estimate

Phase 13: Site 4 – Design & Permitting

Site 4 - 23rd Avenue near Surprise Lake

This site includes construction of a planter strip and sidewalk for approximately 515 LF along the west side of 23rd Avenue between the skate park and Nevada Court, and approximately 195 LF along the west side of 23rd Avenue near the 1400 block. There is an existing segment of sidewalk near Nevada Court that the new sidewalk will match. Two private development frontage improvements will also be matched near the 1400 block of 23rd Avenue. Drainage improvements will include a combination of connection to the existing conveyance system and infiltration.

The proposed sidewalk north of Nevada Court may impact a wetland, therefore evaluation and reporting of the wetland has been included in this scope of work.

The existing overhead utilities will be undergrounded as part of an underground conversion within the project limits.

Site 4 Understanding

- Plan sheets developed in this Phase will be combined with the "Front End" sheets developed in Phase 6 to form the complete Final Design Package.
- Improvements will tie into existing sidewalk. No curb ramps will be required.
- All proposed luminaires will be installed on wood utility poles per the City of Milton's Electric Division standards.
- This site requires greater than 5,000 SF of new impervious surface, therefore Stormwater Flow Control is required. New pollution generating impervious surface will not exceed 5,000 SF.
- Detailed Engineering design for the utility undergrounding shall be the responsibility of the utility provider and will be provided to the CONSULTANT.
- Retaining walls, structural or non-structural, will not be required at this site.

Task 1 Preliminary Design

The CONSULTANT shall provide 30% Design Plans and Estimates for review and approval by the CITY. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project-specific details, as necessary.

Task 1.1 Data Collection: Gather and review available background data and as-builts from the CITY. Gather and review system maps from dry utility providers (power and communication).

Task 1.2 Photographs: Walk the site and provide photo documentation.

Task 1.3 The CONSULTANT shall prepare 30% plan sheets for review and approval by the CITY. The 30% submittal will include horizontal location of improvements with the following level of detail:

- Construction Limits
- Right of Way acquisition limits, if required
- Curb, planter, and sidewalk
- Location and type of curb ramps
- Location and type of driveway approaches
- Schematic drainage layout, approximate pipe and structure locations

- Channelization and signing
- Illumination
- Utility impacts, required relocations, and pothole locations
- Impact to private improvements both inside and outside of public right of way

In general, vertical location of improvements will not be specified on the Plans unless there are conflicts with existing utilities and/or surface improvements. Vertical information will be provided at locations where proposed improvements are confined by existing grades. The CONSULTANT will provide Senior level QA/QC prior to submitting to the CITY.

Task 1.4 The CONSULTANT shall prepare 30% quantities and opinion of probable cost for review by the CITY.

Task 1.5 An illumination design report will be provided with the 30% plans and include a summary of lighting design standards, proposed lighting levels, and all supporting documentation. The illumination design report will assess existing lighting levels and provide recommendations for enhancing existing lighting, if required.

Task 1.6 Basis for Design Report: Prepare an executive summary to describe work completed and decisions made as part of the Preliminary Design. Include technical memorandums prepared separately for roadway design, stormwater design, traffic control strategy, and utility conflicts. Include preliminary plans and cost estimates. Submit to the CITY for review. Revise the report once per CITY comments.

Deliverables

- One (1) set electronic copy – ½ Size Plans (11x17) and Estimate
- One (1) set electronic copy – Illumination Design Report
- One (1) set electronic copy – Basis for Design Report

Task 2 Wetland Evaluation

It is anticipated that there is an existing wetland immediately adjacent to the western edge of the roadway. This task includes evaluation of the existing wetland.

Task 2.1 Delineation: Wetlands within and adjacent to the project corridor will be identified, boundaries flagged, mapped, and characterized according to City, Washington State Department of Ecology, and US Army Corps of Engineers requirements.

Task 2.2 Report: Prepare a jurisdictional waters (wetlands and streams) discipline report.

Task 2.3 Mitigation: Prepare a conceptual mitigation proposal for wetlands, streams and/or buffers impacted by the project.

Understanding

- Wetland delineation may require access to private property. The CITY will contact the property owner to request access. If the property owner does not consent to the access, the CITY will resolve.
- If access to certain parcels is limited, the wetland boundary will be estimated using best available tools, such as Lidar and aerial photo interpretation in addition to field work on accessible parcels.

- The CITY will provide copies of any reports they have access to that have covered the same property. If the City has none, the work will proceed as if there are no previous reports. All field work can be completed in two (2) field days or less with a team of two (2) CONSULTANT staff, assuming:
  - Work is carried out between December and early April – when hydrology is present and plants are mostly dormant.
  - Site vegetation in areas that require assessment for wetland conditions is not dominated by thick and thorny vegetation, such as Himalayan blackberry or wild rose thickets.
- For best results, the onsite wetland assessment work will be carried out between December and early April. If done during summer and autumn months, when hydrology is not present, results may not be conclusive, and the time needed for field work will be longer; therefore the cost estimate will require revision.
- A detailed mitigation plan may be required by the City after the conceptual mitigation proposal is reviewed and conceptually approved by the CITY. The detailed mitigation plan is not included in this scope of work and will require a contract amendment.

Deliverables

- All required field data forms, rating forms, photos, and GPS map points.
- Wetland Report and Conceptual Mitigation.

Task 3 Environmental Permitting

Task 3.1 SEPA Checklist: Prepare an Environmental (SEPA) Checklist according to City of Milton requirements.

Task 3.2 Critical Areas Report: Prepare documentation that project complies with the City's Critical Areas Ordinances.

Task 3.3 JARPA Application (Future Task): Based on the anticipated impacts to the existing wetland following the completion of the preliminary design and the Critical Areas Report, a JARPA application to the Army Corps of Engineers may be required. This effort is not included in this scope of work and will require a contract amendment.

Task 4 Stormwater

It is anticipated that the site will exceed 5,000 SF of new non-pollution generating, impervious surface, therefore LID mitigation measures will be required.

Task 4.1 Modeling: Prepare a hydrologic model of the existing and proposed land use conditions for the limits of disturbance to determine the treatment and flow control requirements. Determine preliminary footprint size of water quality and flow control facilities.

Task 4.2 Flow Control: Evaluate flow control options for the basin areas.

Task 4.3 Technical Memorandum: Prepare a draft technical memorandum that will describe stormwater design and document major design decisions.

Task 5 Utility Underground Conversion

Within the project limits, the existing overhead utilities will be undergrounded.

Task 5.1 Coordination with utility providers: Existing utility poles include City of Milton Electric Division and up to two communications utilities. This task includes coordination with providers for maintaining existing services and including desired upgrades.

Task 5.2 Draft utility plans: Prepare draft utility conversion plans for use during coordination with utility providers. Assume two (2) sets of draft plans for up to three (3) providers. Plans will include schematic plan view and trench sections.

Task 6 90% Design

The CONSULTANT shall provide 90% Design Plans, Specifications and Estimates for review and approval by the CITY. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details as required. Documents will be stamped by a licensed professional engineer in the State of Washington.

Task 6.1 The CONSULTANT shall prepare 90% Design plans for review and approval by the CITY. The 90% Design submittal will include all comments received from the 30% Design. The CONSULTANT will provide Senior level QA/QC and constructability review prior to submitting to the CITY. The plans are estimated to have the following sheets:

The following plan sheets are anticipated, in addition to the "front end" sheet included in Phase 6:

Title	Number
Typical Sections	1
Demolition/TESC Plans	3
Roadway Plan and Profile	3
Landscaping/Restoration Plans	3
Utility Conversion Plans and Details	6
Construction Staging/Traffic Control Plans	2
TOTAL	**18**

Task 6.2 The CONSULTANT shall prepare 90% Design quantities and opinion of probable cost for review and approval by the CITY.

Understanding

- Wetland Mitigation Plan sheets are not included in this scope of work. Following approval of the conceptual mitigation plans, Final Design of the mitigation area(s) will be scoped under a contract amendment.
- Material selection and electrical design for illumination improvements will be completed by the CITY and shown graphically on the Roadway Plan.

Deliverables

- One (1) set electronic copy – 90% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 90% Design Engineer's Estimate

Task 7 100% Design

Task 7.1 The CONSULTANT shall prepare 100% Design Plans, including addressing all CITY comments on the previous submittal.

Task 7.2 The CONSULTANT shall prepare the 100% Design quantities and opinion of probable cost, including addressing all CITY comments on the previous submittal.

Deliverables

- One (1) set electronic copy – 100% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 100% Design Engineer's Estimate

Task 8 BID Documents

Task 8.1 The CONSULTANT shall prepare BID Ready Plans, including addressing all CITY comments on the previous submittal.

Task 8.2 The CONSULTANT shall prepare the BID submittal quantities and opinion of probable cost, including addressing all CITY comments on the previous submittal.

Deliverables

- One (1) set electronic copy – BID Ready 1/2 Size Plans (11x17)
- One (1) set electronic copy – BID Engineer's Estimate

Phase 14: Site 5 – Design

Site 5 - Milton Way, 20th St E to Porter Way

This site includes construction of a planter strip (in some locations) and sidewalk for approximately 1,900 LF along the east side of Milton Way, between 20th Street E and Porter Way. There is an existing segment of sidewalk near Vine Street that the new sidewalk will match. Drainage improvements will include a combination of connection to the existing conveyance system and infiltration.

Site 5 Understanding

- Plan sheets developed in this Phase will be combined with the "Front End" sheets developed in Phase 6 to form the complete Final Design Package.
- Right of Way acquisition will not be required for this site.
- There are no critical areas impacting this site.
- The site is exempt from SEPA review per Categorical Exemption (Milton Municipal Code 18.04.100, WAC 197-11-305).
- All proposed luminaires will be installed on decorative style lighting poles to match elsewhere on Milton Way.
- This site requires greater than 5,000 SF of new impervious surface, therefore Stormwater Flow Control is required. New pollution generating impervious surface will not exceed 5,000 SF.
- Utility relocations (public or private) will not be required.
- Retaining walls will not exceed 4 feet high, therefore structural engineering will not be required. Locations where walls are anticipated will omit the planter strip to minimize wall height.

Task 1 Preliminary Design

The CONSULTANT shall provide 30% Design Plans and Estimates for review and approval by the CITY. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details, as necessary.

Task 1.1 Data Collection: Gather and review available background data and as-builts from the CITY. Gather and review system maps from dry utility providers (power and communication).

Task 1.2 Photographs: Walk the site and provide photo documentation.

Task 1.3 The CONSULTANT shall prepare 30% plan sheets for review and approval by the CITY. The 30% submittal will include horizontal location of improvements with the following level of detail:

- Construction Limits
- Curb, planter, and sidewalk
- Location and type of curb ramps
- Location and type of driveway approaches
- Schematic drainage layout, approximate pipe and structure locations
- Channelization and signing
- Illumination
- Utility impacts, required relocations, and pothole locations
- Impact to private improvements both inside and outside of public right of way

In general, vertical location of improvements will not be specified on the Plans unless there are conflicts with existing utilities and/or surface improvements. Vertical information will be provided at locations where proposed improvements are confined by existing grades. The CONSULTANT will provide Senior level QA/QC prior to submitting to the CITY.

Task 1.4 The CONSULTANT shall prepare 30% quantities and opinion of probable cost for review by the CITY.

Task 1.5 An illumination design report will be provided with the 30% plans and include a summary of lighting design standards, proposed lighting levels, and all supporting documentation. The illumination design report will assess existing lighting levels and provide recommendations for enhancing existing lighting, if required.

Task 1.6 Basis for Design Report: Prepare an executive summary to describe work completed and decisions made as part of the Preliminary Design. Include technical memorandums prepared separately for roadway design, stormwater design, traffic control strategy, and utility conflicts. Include preliminary plans and cost estimates. Submit to the CITY for review. Revise the report once per CITY comments.

Deliverables

- One (1) set electronic copy – 1/2 Size Plans (11x17) and Estimate
- One (1) set electronic copy – Illumination Design Report
- One (1) set electronic copy – Basis for Design Report

Task 2 Stormwater

It is anticipated that the site will exceed 5,000 SF of new non-pollution generating, impervious surface, therefore, LID mitigation measures will be required.

Task 2.1 Modeling: Prepare a hydrologic model of the existing and proposed land use conditions for the limits of disturbance to determine the treatment and flow control requirements. Determine preliminary footprint size of water quality and flow control facilities.

Task 2.2 Flow Control: Evaluate flow control options for the basin areas.

Task 2.3 Technical Memorandum: Prepare a draft technical memorandum. The memorandum will describe stormwater design and document major design decisions.

Task 3 90% Design

The CONSULTANT shall provide 90% Design Plans, Specifications, and Estimates for review and approval by the CITY. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project-specific details, as required. Documents will be stamped by a licensed professional engineer in the State of Washington.

Task 3.1 The CONSULTANT shall prepare 90% Design plans for review and approval by the CITY. The 90% Design submittal will include all comments received from the 30% Design. The CONSULTANT will provide Senior level QA/QC and constructability review prior to submitting to the CITY.

The following plan sheets are anticipated, in addition to the "front end" sheet included in Phase 6:

Title	Number
Typical Sections	1
Demolition/TESC Plans	5
Roadway Plan and Profile	5
Illumination Plans and Details	6
Landscape Wall Plan/Profile and Details	4
Landscaping/Restoration Plans	5
Construction Staging/Traffic Control Plans	5
TOTAL	**31**

Task 3.2 The CONSULTANT shall prepare 90% Design quantities and opinion of probable cost for review and approval by the CITY.

Understanding

- Material selection and electrical design for illumination improvements will be completed by the CITY and shown graphically on the Roadway Plan.

Deliverables

- One (1) set electronic copy – 90% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 90% Design Engineer's Estimate

Task 4 100% Design

Task 4.1 The CONSULTANT shall prepare 100% Design Plans, including addressing all CITY comments on the previous submittal.

Task 4.2 The CONSULTANT shall prepare the 100% Design quantities and opinion of probable cost, including addressing all CITY comments on the previous submittal.

Deliverables

- One (1) set electronic copy – 100% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 100% Design Engineer's Estimate

Task 5 BID Documents

Task 5.1 The CONSULTANT shall prepare BID ready Plans, including addressing all CITY comments on the previous submittal.

Task 5.2 The CONSULTANT shall prepare the BID submittal quantities and opinion of probable cost, including addressing all CITY comments on the previous submittal.

Deliverables

- One (1) set electronic copy – BID Ready 1/2 Size Plans (11x17)
- One (1) set electronic copy – BID Engineer's Estimate

Phase 15: Site 6 – Design

Site 6 – Porter Way near Interurban Trail

This site includes construction of a sidewalk for approximately 450 LF along the west side of Porter Way, between 1105 Porter Way and the Interurban Trail crossing. Drainage improvements will include a combination of connection to the existing conveyance system and infiltration.

Site 6 Understanding

- Plan sheets developed in this Phase will be combined with the "Front End" sheets developed in Phase 6 to form the complete Final Design Package.
- Right of Way acquisition will not be required for this site.
- There are no critical areas impacting this site.
- The site is exempt from SEPA review per Categorical Exemption (Milton Municipal Code 18.04.100, WAC 197-11-305).
- This site requires greater than 5,000 SF of new impervious surface, therefore Stormwater Flow Control is required. New pollution generating impervious surface will not exceed 5,000 SF.
- Improvements will not include a planter strip.
- Utility relocations (public or private) will not be required.
- Retaining walls, structural or non-structural, will not be required at this site.
- All improvements will be completed within the existing right of way.
- Existing RRFB pole will need to be relocated.
- All proposed luminaires will be installed on wood utility poles per the City of Milton's Electric Division standards.

Task 1 Preliminary Design

The CONSULTANT shall provide 30% Design Plans and Estimates for review and approval by the CITY. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project-specific details, as necessary.

Task 1.1 Data Collection: Gather and review available background data and as-builts from the CITY. Gather and review system maps from dry utility providers (power and communication).

Task 1.2 Photographs: Walk the site and provide photo documentation.

Task 1.3 The CONSULTANT shall prepare 30% plan sheets for review and approval by the CITY. The 30% submittal will include horizontal location of improvements with the following level of detail:

- Construction Limits
- Curb, planter, and sidewalk
- Location and type of curb ramps
- Location and type of driveway approaches
- Schematic drainage layout, approximate pipe and structure locations
- Channelization and signing
- Illumination
- Utility impacts, required relocations, and pothole locations

- Impact to private improvements both inside and outside of public right of way

In general, vertical location of improvements will not be specified on the Plans unless there are conflicts with existing utilities and/or surface improvements. Vertical information will be provided at locations where proposed improvements are confined by existing grades. The CONSULTANT will provide Senior level QA/QC prior to submitting to the CITY.

Task 1.4 The CONSULTANT shall prepare 30% quantities and opinion of probable cost for review by the CITY.

Task 1.5 An illumination design report will be provided with the 30% plans and include a summary of lighting design standards, proposed lighting levels and all supporting documentation. The illumination design report will assess existing lighting levels and provide recommendations for enhancing existing lighting, if required.

Task 1.6 Basis for Design Report: Prepare an executive summary to describe work completed and decisions made as part of the Preliminary Design. Include technical memorandums prepared separately for roadway design, stormwater design, traffic control strategy, and utility conflicts. Include preliminary plans and cost estimates. Submit to the CITY for review. Revise the report once per CITY comments.

Deliverables

- One (1) set electronic copy – 1/2 Size Plans (11x17) and Estimate
- One (1) set electronic copy – Illumination Design Report
- One (1) set electronic copy – Basis for Design Report

Task 2 Stormwater

It is anticipated that the site will exceed 5,000 SF of new non-pollution generating, impervious surface, therefore LID mitigation measures will be required.

Task 2.1 Modeling: Prepare a hydrologic model of the existing and proposed land use conditions for the limits of disturbance to determine the treatment and flow control requirements. Determine preliminary footprint size of water quality and flow control facilities.

Task 2.2 Flow Control: Evaluate flow control options for the basin areas.

Task 2.3 Technical Memorandum: Prepare a draft technical memorandum. The memorandum will describe stormwater design and document major design decisions.

Task 3 90% Design

The CONSULTANT shall provide 90% Design Plans, Specifications and Estimates for review and approval by the CITY. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project-specific details, as required. Documents will be stamped by a licensed professional engineer in the State of Washington.

Task 3.1 The CONSULTANT shall prepare 90% Design plans for review and approval by the CITY. The 90% Design submittal will include all comments received from the 30% Design. The CONSULTANT will provide Senior level QA/QC and constructability review prior to submitting to the CITY.

The following plan sheets are anticipated, in addition to the "front end" sheet included in Phase 6:

Title	Number
Typical Sections	1
Demolition/TESC Plans	2
Roadway Plan and Profile	2
Landscaping/Restoration Plans	2
Construction Staging/Traffic Control Plans	2
TOTAL	**9**

Task 3.2 The CONSULTANT shall prepare 90% Design quantities and opinion of probable cost for review and approval by the CITY.

Understanding

- Material selection and electrical design for illumination improvements will be completed by the CITY and shown graphically on the Roadway Plan.

Deliverables

- One (1) set electronic copy – 90% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 90% Design Engineer's Estimate

Task 4 100% Design

Task 4.1 The CONSULTANT shall prepare 100% Design Plans, including addressing all CITY comments on the previous submittal.

Task 4.2 The CONSULTANT shall prepare the 100% Design quantities and opinion of probable cost, including addressing all CITY comments on the previous submittal.

Deliverables

- One (1) set electronic copy – 100% Design 1/2 Size Plans (11x17)
- One (1) set electronic copy – 100% Design Engineer's Estimate

Task 5 BID Documents

Task 5.1 The CONSULTANT shall prepare BID ready Plans, including addressing all CITY comments on the previous submittal.

Task 5.2 The CONSULTANT shall prepare the BID submittal quantities and opinion of probable cost, including addressing all CITY comments on the previous submittal.

Deliverables

- One (1) set electronic copy – BID Ready 1/2 Size Plans (11x17)
- One (1) set electronic copy – BID Engineer's Estimate

Additional Services

The CITY may require additional services of the CONSULTANT. The scope of these services will be determined based on unanticipated project needs or other considerations at the sole discretion of the CITY. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- Structural Engineering
- As-Built Drawings
- Cultural Resource Investigation
- Irrigation System Design

These services will be authorized under a future contract amendment if necessary. At the time these services are required, the CONSULTANT shall provide a detailed scope of work and an estimate of costs. The CONSULTANT shall not proceed with the work until the CITY has authorized the work and issued a notice to proceed.

END OF SCOPE OF SERVICE

G:\Shared drives\Marketing\Proposal Numbers\P4507.01 Milton 2020 Sidewalk Projects\Scope & Budget\P4507.01 Milton Sidewalk (13456) Scope 2020-0922.docx

Exhibit B

Consultant Fee Determination Summary

SCJ ALLIANCE
CONSULTING SERVICES

SCJ Alliance

Client: City of Milton
Project: 2020-2021 Citywide Missing Link Sidewalk
Job #: P4507.01 — **Template Version:** 8/18/2020
File Name: P4507.01 Milton Sidewalk (13456) Labor Estimate 2020-1007.xlsm — **Contract Type:** Billing Rate Schedule

Consultant Fee Determination

DIRECT SALARY COST

Classification	Hours	Fully Burdened Rate	Amount
Principal	49.0	$250.00	$12,250.00
Project Manager	412.0	$165.00	$67,980.00
Project Engineer II	462.0	$160.00	$73,920.00
Project Engineer I	323.0	$140.00	$45,220.00
Senior Planner	61.0	$140.00	$8,540.00
Planner	60.0	$130.00	$7,800.00
Designer	20.0	$95.00	$1,900.00
Project Landscape Architect	84.0	$110.00	$9,240.00
Design Engineer	1,083.0	$115.00	$124,545.00
Senior Designer	374.0	$120.00	$44,880.00
Senior Consultant	16.0	$110.00	$1,760.00
Environmental Scientist	68.0	$150.00	$10,200.00
Project Coordinator II	50.0	$120.00	$6,000.00
Project Accountant	30.0	$100.00	$3,000.00

TOTAL SALARY COST

Total Salary Cost **$417,235.00**

SUBCONSULTANTS

1Alliance Geometrics	Phase 2	Survey and Right of Way Determination (1Alliance)	$70,125
Commonstreet Consulting	Phase 5	Public Involvement (Commonstreet Consulting)	$6,900
GeoDesign	Phase 7	Geotechnical Engineering (GeoDesign)	$46,208
Commonstreet Consulting	Phase 8	Right of Way Consulting (Commonstreet Consulting)	$47,059

Subconsultant Fee Subtotal:	$0	**$170,291.80**
Subconsultant Markup:	5%	**$8,514.59**

REIMBURSABLE EXPENSES

Copies, Printing, etc.	0.0%	of the Total Salary Costs			$0.00
Printing		Door Hangers			$200
Website		Website Domain Cost			$300
Mileage	200	miles at	$0.650	per mile	$130.00
Expenses Total:					**$630.00**
Expenses Markup:	0%				**$0.00**

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) **$596,671.39**

MANAGEMENT RESERVE FUND (MRF)

Management Reserve: $41,724 **$41,723.50**

Total Estimated Budget: **$638,394.89**

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Milton **Template Version:** 8/18/2020

Project: 2020-2021 Citywide Missing Link Sidewalk/Drain **Contract Type:** Billing Rate

Job #: P4507.01

File Name: P4507.01 Milton Sidewalk (13456) Labor Estimate 2020-0922.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Manager	Project Engineer II	Project Engineer I	Senior Planner	Planner	Designer	Project Landscape Architect	Design Engineer	Senior Designer	Senior Consultant	Environmental Scientist	Project Coordinator II	Project Accountant	Total Direct Labor Hours & Cost
Phase 1	**Project Management**															
Task 1	**Management**															
1	Management	10.0	80.0													90.0
2	Schedule & Budget Monitoring		12.0													12.0
	Subtotal Hours:	10.0	92.0													102.0
Task 2	**Administration**															
1	Progress Reports		40.0											18.0		58.0
2	Progress Billings		16.0												24.0	40.0
3	Filing													24.0		24.0
4	Subconsultant Administration													8.0	6.0	14.0
	Subtotal Hours:		56.0											50.0	30.0	136.0
Task 3	**Design Review Meetings**															
1	30% Design Review Meetings, assume one (1)		6.0	4.0												10.0
2	90% Design Review Meeting, assume one (1)		6.0	4.0												10.0
3	100% Design Review Meeting, assume one (1)		6.0	4.0												10.0
	Subtotal Hours:		18.0	12.0												30.0
	Total Phase Hours:	10.0	166.0	12.0										50.0	30.0	268.0
	Total Phase Direct Labor:	$2,500.00	$27,390.00	$1,920.00										$6,000.00	$3,000.00	$40,810.00
Phase 2	**Survey and Right of Way Determination (by 1Alliance)**															
Task 1	**See Subconsultants**															
1	Survey and Right of Way Determination															
	Subtotal Hours:															
	Total Phase Hours:															
	Total Phase Direct Labor:															
Phase 3	**Site Value Analysis**															
Task 1	**Site Value Analysis**															
1	Criteria Development		4.0		6.0											10.0
2	Conceptual Design & Estimates			8.0						48.0						56.0
3	Alternatives Analysis		8.0		12.0											20.0
4	Draft Summary Report	2.0	4.0		12.0											18.0
5	Final Summary Report	1.0	2.0		6.0											9.0
	Subtotal Hours:	3.0	18.0	8.0	36.0					48.0						113.0
	Total Phase Hours:	3.0	18.0	8.0	36.0					48.0						113.0
	Total Phase Direct Labor:	$750.00	$2,970.00	$1,280.00	$5,040.00					$5,520.00						$15,560.00
Phase 4	**Public Invovement**															
Task 1	**Interactive Project Website**															
1	Website Setup					8.0	30.0	8.0								46.0
2	Bi-weekly Posting/Maintenance, assume 52 weeks (1 years)						26.0									26.0
	Subtotal Hours:					8.0	56.0	8.0								72.0
Task 2	**Walking Tour**															
1	Walking Tour		16.0	16.0		24.0		8.0								64.0
2	Door Hangers					2.0	4.0									6.0
	Subtotal Hours:		16.0	16.0		26.0	4.0	8.0								70.0
Task 3	**Public Information Meeting**															
1	Utility Bill Inserts		1.0			1.0		4.0								6.0
2	Public Information Meeting		6.0	6.0		6.0										18.0
	Subtotal Hours:		7.0	6.0		7.0		4.0								24.0
Task 4	**Focus Meetings**															
1	Focus Meetings, assume ten (10) meetings		20.0	20.0		20.0										60.0
	Subtotal Hours:		20.0	20.0		20.0										60.0
	Total Phase Hours:		43.0	42.0		61.0	60.0	20.0								226.0
	Total Phase Direct Labor:		$7,095.00	$6,720.00		$8,540.00	$7,800.00	$1,900.00								$32,055.00
Phase 5	**Public Involvement (by Commonstreet Consulting)**															
Task 1	**See Subconsultants**															
1	Public Involvement															
	Subtotal Hours:															
	Total Phase Hours:															
	Total Phase Direct Labor:															
Phase 6	**Final Design Package Preparation**															
Task 1	**90% Design**															
1	Front End Plan Shets			1.0						12.0						13.0
2	Project Manual	4.0	24.0	24.0						8.0						60.0
	Subtotal Hours:	4.0	24.0	25.0						20.0						73.0
Task 2	**100% Design**															
1	Front End Plan Shets									4.0						4.0
2	Project Manual	2.0	20.0	8.0						4.0						34.0
	Subtotal Hours:	2.0	20.0	8.0						8.0						38.0
Task 3	**BID Documents**															
1	Front End Plan Shets									2.0						2.0
2	Project Manual	2.0	8.0	8.0												18.0
	Subtotal Hours:	2.0	8.0	8.0						2.0						20.0
Task 4	**Assistance During Bidding**															
1	Prepare Addenda, assume one (1)	1.0	4.0	8.0						8.0						21.0
2	Bid Opening & Review Bids		12.0							4.0						16.0
	Subtotal Hours:	1.0	16.0	8.0						12.0						37.0
	Total Phase Hours:	9.0	68.0	49.0						42.0						168.0
	Total Phase Direct Labor:	$2,250.00	$11,220.00	$7,840.00						$4,830.00						$26,140.00
Phase 7	**Geotechnical Engineering (by GeoDesign)**															
Task 1	**See Subconsultants**															
1	Geotechnical Engineering															
	Subtotal Hours:															
	Total Phase Hours:															

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Milton **Template Version:** 8/18/2020

Project: 2020-2021 Citywide Missing Link Sidewalk/Drain **Contract Type:** Billing Rate

Job #: P4507.01

File Name: P4507.01 Milton Sidewalk (13456) Labor Estimate 2020-0922.xlsm

Phase & Task No.	*Phase & Task Title*	Principal	Project Manager	Project Engineer II	Project Engineer I	Senior Planner	Planner	Designer	Project Landscape Architect	Design Engineer	Senior Designer	Senior Consultant	Environmental Scientist	Project Coordinator II	Project Accountant	*Total Direct Labor Hours & Cost*
	Total Phase Direct Labor:															
Phase 8	**Right of Way Consulting (by Commonstreet Consulting)**															
Task 1	**See Subconsultants**															
1	Right of Way Consulting															
	Subtotal Hours:															
	Total Phase Hours:															
	Total Phase Direct Labor:															
Phase 9	**Construction Administration (by KBA) (Future Phase)**															
Task 1	**Future Task**															
1	Construction Administration															
	Subtotal Hours:															
	Total Phase Hours:															
	Total Phase Direct Labor:															
Phase 10	**Utility Coordination (Future Phase)**															
Task 1	**Future Task**															
1	Utility Coordination															
	Subtotal Hours:															
	Total Phase Hours:															
	Total Phase Direct Labor:															
Phase 11	**Site 1 - Design**															
Task 1	**Preliminary Design**															
1	Data Collection			2.0						2.0						4.0
2	Site Photographs		1.0	1.0						1.0						3.0
3	30% Design Plans	1.0	2.0	8.0	4.0					30.0	8.0					53.0
4	30% Design Estimate			2.0							1.0					3.0
5	Illumination Design Report		1.0		8.0											9.0
6	Basis for Design		2.0							8.0						10.0
	Subtotal Hours:	1.0	6.0	13.0	12.0					41.0	9.0					82.0
Task 2	**90% Design**															
1	90% Design Plans	2.0	2.0	8.0	10.0				8.0	36.0	8.0					74.0
2	90% Design Estimate			4.0							1.0					5.0
	Subtotal Hours:	2.0	2.0	12.0	10.0				8.0	36.0	9.0					79.0
Task 3	**100% Design**															
1	100% Design Plans	1.0	2.0	4.0	2.0					12.0	4.0					25.0
2	100% Design Estimate			2.0							1.0					3.0
	Subtotal Hours:	1.0	2.0	6.0	2.0					12.0	5.0					28.0
Task 4	**BID Documents**															
1	Bid Document Plans	1.0	2.0	4.0	1.0					6.0	4.0					18.0
2	Bid Submittal Estimate			2.0							1.0					3.0
	Subtotal Hours:	1.0	2.0	6.0	1.0					6.0	5.0					21.0
	Total Phase Hours:	5.0	12.0	37.0	25.0				8.0	95.0	28.0					210.0
	Total Phase Direct Labor:	$1,250.00	$1,980.00	$5,920.00	$3,500.00				$880.00	$10,925.00	$3,360.00					$27,815.00
Phase 12	**Site 3 – Design & Permitting**															
Task 1	**Preliminary Design**															
1	Data Collection			2.0						2.0						4.0
2	Site Photographs		1.0	1.0						1.0						3.0
3	30% Design Plans	2.0	8.0	20.0	10.0					72.0	20.0					132.0
4	30% Design Estimate			4.0							2.0					6.0
5	Illumination Design Report		1.0		8.0											9.0
6	Basis for Design		2.0							8.0						10.0
	Subtotal Hours:	2.0	12.0	27.0	18.0					83.0	22.0					164.0
Task 2	**Stormwater**															
1	Modeling				4.0											4.0
2	Flow Control				6.0											6.0
3	Water Quality				6.0											6.0
4	Technical Memorandum				10.0											10.0
	Subtotal Hours:				26.0											26.0
Task 3	**Final Design**															
1	90% Design Plans	2.0	4.0	38.0	18.0				12.0	100.0	48.0					222.0
2	90% Design Estimate			4.0							2.0					6.0
	Subtotal Hours:	2.0	4.0	42.0	18.0				12.0	100.0	50.0					228.0
Task 4	**100% Design**															
1	100% Design Plans	1.0	2.0	12.0	4.0				4.0	40.0	20.0					83.0
2	100% Design Estimate			4.0							2.0					6.0
	Subtotal Hours:	1.0	2.0	16.0	4.0				4.0	40.0	22.0					89.0
Task 5	**BID Documents**															
1	Bid Document Plans	1.0	2.0	8.0	2.0				8.0	16.0	8.0					45.0
2	Bid Submittal Estimate			4.0							2.0					6.0
	Subtotal Hours:	1.0	2.0	12.0	2.0				8.0	16.0	10.0					51.0
	Total Phase Hours:	6.0	20.0	97.0	68.0				24.0	239.0	104.0					558.0
	Total Phase Direct Labor:	$1,500.00	$3,300.00	$15,520.00	$9,520.00				$2,640.00	$27,485.00	$12,480.00					$72,445.00
Phase 13	**Site 4 – Design & Permitting**															
Task 1	**Preliminary Design**															
1	Data Collection			2.0						2.0						4.0
2	Site Photographs		1.0	1.0						1.0						3.0
3	30% Design Plans	2.0	8.0	16.0	10.0					40.0	20.0					96.0
4	30% Design Estimate			4.0							2.0					6.0
5	Illumination Design Report		1.0		8.0											9.0
6	Basis for Design		2.0							8.0						10.0
	Subtotal Hours:	2.0	12.0	23.0	18.0					51.0	22.0					128.0
Task 2	**Wetland Evaluation**															
1	Delineation incl. access coordination		6.0										16.0			22.0
2	Report												36.0			36.0

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Milton **Template Version:** 8/18/2020

Project: 2020-2021 Citywide Missing Link Sidewalk/Drain **Contract Type:** Billing Rate

Job #: P4507.01

File Name: P4507.01 Milton Sidewalk (13456) Labor Estimate 2020-0922.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Manager	Project Engineer II	Project Engineer I	Senior Planner	Planner	Designer	Project Landscape Architect	Design Engineer	Senior Designer	Senior Consultant	Environmental Scientist	Project Coordinator II	Project Accountant	Total Direct Labor Hours & Cost
3	Conceptual Mitigation Plan									8.0			12.0			20.0
	Subtotal Hours:		6.0							8.0			64.0			78.0
Task 3	**Environmental Permitting**															
1	SEPA Checklist		2.0									12.0				14.0
2	Critical Areas Report		1.0									4.0	4.0			9.0
3	JARPA Application (Future Task)															
	Subtotal Hours:		3.0									16.0	4.0			23.0
Task 4	**Stormwater**															
1	Modeling				4.0											4.0
2	Flow Control				6.0											6.0
3	Technical Memorandum				8.0											8.0
	Subtotal Hours:				18.0											18.0
Task 5	**Utility Underground Conversion**															
1	Coordination with Utility Providers		20.0							8.0						28.0
2	Draft Utility Plans		2.0	4.0						24.0	8.0					38.0
	Subtotal Hours:		22.0	4.0						32.0	8.0					66.0
Task 6	**90% Design**															
1	90% Design Plans	2.0	4.0	12.0	10.0				12.0	72.0	24.0					136.0
2	90% Design Estimate			4.0							2.0					6.0
	Subtotal Hours:	2.0	4.0	16.0	10.0				12.0	72.0	26.0					142.0
Task 7	**100% Design**															
1	100% Design Plans	1.0	2.0	8.0	4.0				4.0	20.0	16.0					55.0
2	100% Design Estimate			4.0							2.0					6.0
	Subtotal Hours:	1.0	2.0	12.0	4.0				4.0	20.0	18.0					61.0
Task 8	**BID Documents**															
1	Bid Document Plans	1.0	2.0	8.0	2.0				2.0	12.0	8.0					35.0
2	Bid Submittal Estimate			4.0							2.0					6.0
	Subtotal Hours:	1.0	2.0	12.0	2.0				2.0	12.0	10.0					41.0
	Total Phase Hours:	6.0	51.0	67.0	52.0				18.0	195.0	84.0	16.0	68.0			557.0
	Total Phase Direct Labor:	$1,500.00	$8,415.00	$10,720.00	$7,280.00				$1,980.00	$22,425.00	$10,080.00	$1,760.00	$10,200.00			$74,360.00
Phase 14	**Site 5 - Design**															
Task 1	**Preliminary Design**															
1	Data Collection			2.0						2.0						4.0
2	Site Photographs		1.0	1.0						1.0						3.0
3	30% Design Plans	2.0	10.0	20.0	30.0					140.0	40.0					242.0
4	30% Design Estimate			4.0							2.0					6.0
5	Illumination Design Report		1.0		12.0											13.0
6	Basis for Design		2.0							8.0						10.0
	Subtotal Hours:	2.0	14.0	27.0	42.0					151.0	42.0					278.0
Task 2	**Stormwater**															
1	Modeling				4.0											4.0
2	Flow Control				6.0											6.0
3	Technical Memorandum				8.0											8.0
	Subtotal Hours:				18.0											18.0
Task 3	**90% Design**															
1	90% Design Plans	2.0	4.0	38.0	28.0				12.0	140.0	48.0					272.0
2	90% Design Estimate			4.0							2.0					6.0
	Subtotal Hours:	2.0	4.0	42.0	28.0				12.0	140.0	50.0					278.0
Task 4	**100% Design**															
1	100% Design Plans	1.0	2.0	12.0	8.0				4.0	52.0	20.0					99.0
2	100% Design Estimate			4.0							2.0					6.0
	Subtotal Hours:	1.0	2.0	16.0	8.0				4.0	52.0	22.0					105.0
Task 5	**BID Documents**															
1	Bid Document Plans	1.0	2.0	10.0	4.0				8.0	20.0	8.0					53.0
2	Bid Submittal Estimate			4.0							2.0					6.0
	Subtotal Hours:	1.0	2.0	14.0	4.0				8.0	20.0	10.0					59.0
	Total Phase Hours:	6.0	22.0	99.0	100.0				24.0	363.0	124.0					738.0
	Total Phase Direct Labor:	$1,500.00	$3,630.00	$15,840.00	$14,000.00				$2,640.00	$41,745.00	$14,880.00					$94,235.00
Phase 15	**Site 6 – Design**															
Task 1	**Preliminary Design**															
1	Data Collection			2.0						2.0						4.0
2	Site Photographs		1.0	1.0						1.0						3.0
3	30% Design Plans	1.0	2.0	8.0	4.0					30.0	8.0					53.0
4	30% Design Estimate			4.0							2.0					6.0
5	Illumination Design Report		1.0		8.0											9.0
6	Basis for Design		2.0							8.0						10.0
	Subtotal Hours:	1.0	6.0	15.0	12.0					41.0	10.0					85.0
Task 2	**Stormwater**															
1	Modeling				4.0											4.0
2	Flow Control				6.0											6.0
3	Technical Memorandum				8.0											8.0
	Subtotal Hours:				18.0											18.0
Task 3	**90% Design**															
1	90% Design Plans	1.0	4.0	16.0	6.0				8.0	40.0	12.0					87.0
2	90% Design Estimate			4.0							2.0					6.0
	Subtotal Hours:	1.0	4.0	20.0	6.0				8.0	40.0	14.0					93.0
Task 4	**100% Design**															
1	100% Design Plans	1.0	1.0	8.0	4.0				2.0	12.0	4.0					32.0
2	100% Design Estimate			2.0							2.0					4.0
	Subtotal Hours:	1.0	1.0	10.0	4.0				2.0	12.0	6.0					36.0
Task 5	**BID Documents**															
1	Bid Document Plans	1.0	1.0	4.0	2.0					8.0	2.0					18.0
2	Bid Submittal Estimate			2.0							2.0					4.0
	Subtotal Hours:	1.0	1.0	6.0	2.0					8.0	4.0					22.0
	Total Phase Hours:	4.0	12.0	51.0	42.0				10.0	101.0	34.0					254.0
	Total Phase Direct Labor:	$1,000.00	$1,980.00	$8,160.00	$5,880.00				$1,100.00	$11,615.00	$4,080.00					$33,815.00

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Milton **Template Version:** 8/18/2020

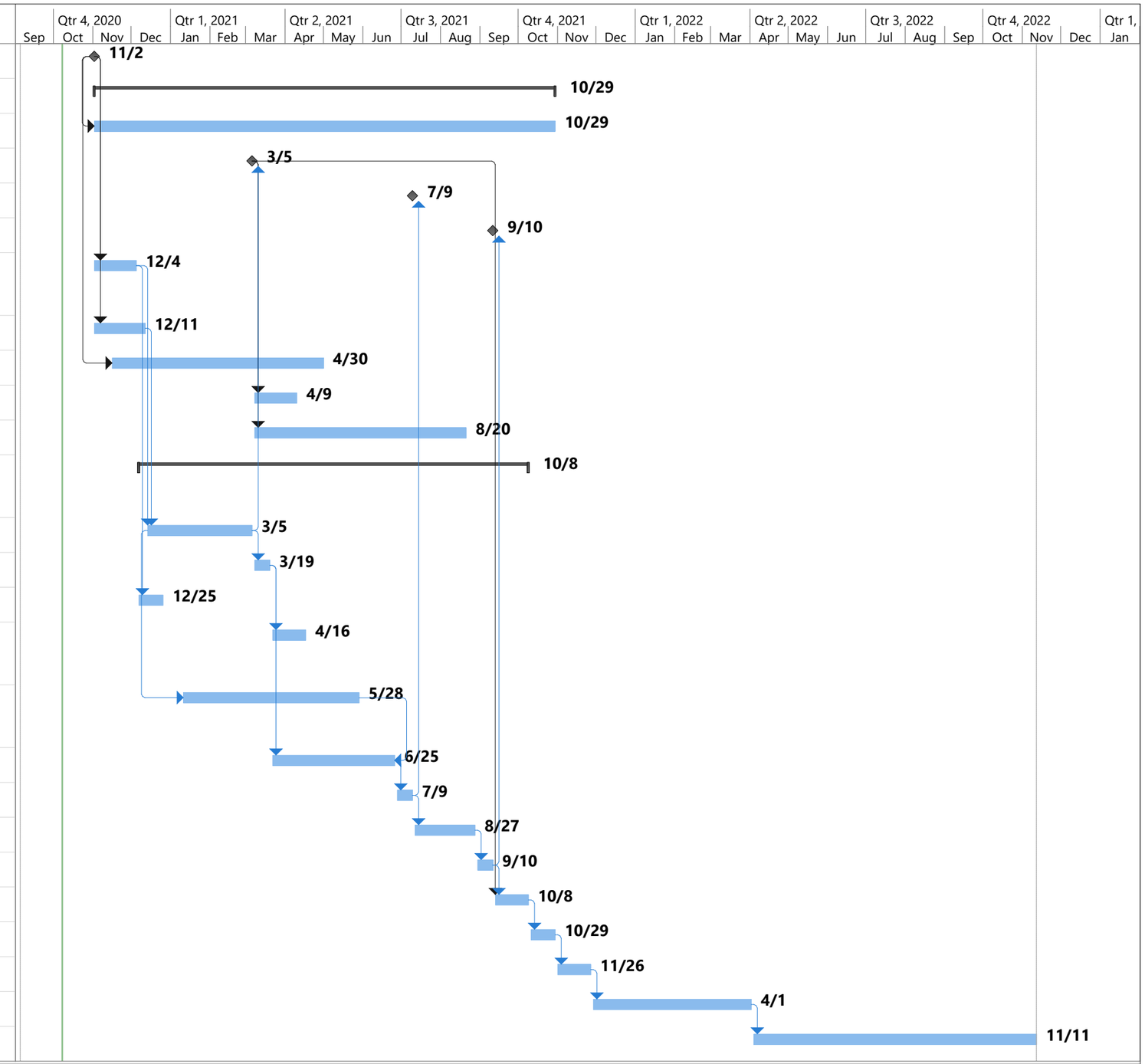
Project: 2020-2021 Citywide Missing Link Sidewalk/Drain **Contract Type:** Billing Rate

Job #: P4507.01

File Name: P4507.01 Milton Sidewalk (13456) Labor Estimate 2020-0922.xlsm

Phase & Task No.	*Phase & Task Title*	Principal	Project Manager	Project Engineer II	Project Engineer I	Senior Planner	Planner	Designer	Project Landscape Architect	Design Engineer	Senior Designer	Senior Consultant	Environmental Scientist	Project Coordinator II	Project Accountant	*Total Direct Labor Hours & Cost*
	Total Hours All Phases	49.0	412.0	462.0	323.0	61.0	60.0	20.0	84.0	1,083.0	374.0	16.0	68.0	50.0	30.0	3,092.0
	Total Direct Labor Estimate All Phases	$12,250.00	$67,980.00	$73,920.00	$45,220.00	$8,540.00	$7,800.00	$1,900.00	$9,240.00	$124,545.00	$44,880.00	$1,760.00	$10,200.00	$6,000.00	$3,000.00	$417,235.00

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Notice to Proceed**	0 days	Mon 11/2/20	Mon 11/2/20	
2	**Project Management**	**260 days**	**Mon 11/2/2(**	**Fri 10/29/21**	
3	Project Management	52 wks	Mon 11/2/20	Fri 10/29/21	1SS
4	30% Design Review Meeting	0 days	Fri 3/5/21	Fri 3/5/21	13
5	90% Design Review Meeting	0 days	Fri 7/9/21	Fri 7/9/21	19
6	100% Design Review Meeting	0 days	Fri 9/10/21	Fri 9/10/21	21
7	**Survey and Right of Way Determination**	5 wks	Mon 11/2/20	Fri 12/4/20	1
8	**Site Value Analysis**	6 wks	Mon 11/2/20	Fri 12/11/20	1
9	**Public Invovement**	6 mons	Mon 11/16/2	Fri 4/30/21	1SS+2 wks
10	**Geotechnical Engineering**	5 wks	Mon 3/8/21	Fri 4/9/21	4
11	**Right of Way Acquisition**	6 mons	Mon 3/8/21	Fri 8/20/21	4
12	**Final Design Package (Sites 1, 3, 4, 5, 6)**	**220 days**	**Mon 12/7/20**	**Fri 10/8/21**	
13	Preliminary Design	12 wks	Mon 12/14/2	Fri 3/5/21	7,8
14	City Review 30% Design	2 wks	Mon 3/8/21	Fri 3/19/21	13
15	Wetland Delineation (Site 4)	3 wks	Mon 12/7/20	Fri 12/25/20	7
16	Environmental Permitting (Site 4)	4 wks	Mon 3/22/21	Fri 4/16/21	14
17	Underground Utility Converstion (Site 4)	5 mons	Mon 1/11/21	Fri 5/28/21	13SS+4 wks
18	90% Design	14 wks	Mon 3/22/21	Fri 6/25/21	14,17FF
19	City Review 90% Design	2 wks	Mon 6/28/21	Fri 7/9/21	18
20	100% Design	7 wks	Mon 7/12/21	Fri 8/27/21	19
21	City Review 100% Design	2 wks	Mon 8/30/21	Fri 9/10/21	20
22	Bid Documents	4 wks	Mon 9/13/21	Fri 10/8/21	21,4
23	**Advertise for Bids**	3 wks	Mon 10/11/2	Fri 10/29/21	22
24	**Contract Award**	4 wks	Mon 11/1/21	Fri 11/26/21	23
25	**Winter Shutdown, Submittals**	4.5 mons	Mon 11/29/2	Fri 4/1/22	24
26	**Construction**	8 mons	Mon 4/4/22	Fri 11/11/22	25



Project: Milton Sidewalks - Proj
Date: Thu 10/8/20

Task Milestone Summary

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Agenda Item #6C

To: City Councilmembers

From: Mayor Styron Sherrell

Date: October 19, 2020

Re: **Update to Employee Handbook**

ATTACHMENTS:
1. Employee Handbook
2. Resolution 20-1938

TYPE OF ACTION:

☐ Information Only ☐ Discussion ☒ Action ☐ Expenditure Required

Recommendation/Action: "I move to adopt the attached Resolution 20-1938 adopting the updated Employee Handbook."

Issue: The Employee Handbook was adopted in 1998 and hasn't been updated since August of 2016. The changes reflected in the handbook were items already addressed in Collective Bargaining Agreements and Exempt Policy. The Employee Handbook will no longer contain items that are specific to either unions or exempt staff. Additionally, updated policies pertaining to current leave, discrimination and accommodation laws have been added to the handbook. The handbook has been reviewed by the City Attorney and suggested changes by the attorney have been incorporated.

This item was presented to Council at the October 5th meeting and there was discussion about adding a table of contents to the final version. A Table of Contents has been added as well as the vacation buy back policy which was approved in 2007 by Resolution but was a stand-alone policy not incorporated in either CBA, Exempt Policy or previous Employee Handbook. On page 47 of the handbook, there were also a few words added to the sick leave portion regarding leaving work early due to sickness and being on call.

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Employee Handbook

Updated October 2020

Vision Statement

A City for all ages striving to maintain its small-town character and support for strong schools, public safety and neighborhood unity balances the need to grow and prosper in a sustainable manner with the environmental, political, economic and social desires of the City.

A great place to raise a family with interconnected and attractive parks, trails and public spaces complimentary of the natural environment, critical areas and valuable natural resources for the enjoyment of future generations.

A City that understands the relationship between commerce and healthy livable cities; an understanding that guides the need to support business and economic growth, in harmony with the City's small-town charm.

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Introduction

This Employee Handbook is a general information guide to the City's current employment policies and procedures. The City recognizes that departments may establish policies and procedures that are specific to their department. None of the provisions in this manual shall be deemed to create a contractual right by any employee nor to limit the power of the City to repeal or modify these rules. This manual revokes and supersedes any prior manuals or handbooks you may have received. The City reserves the right to deviate from these policies in certain situations, particularly in an emergency, in order to achieve its primary mission of providing orderly and cost-effective services to its citizens.

These policies and procedures shall apply to all City employees. They shall not apply, unless otherwise stated, to elected officials, independent contractors and volunteers. In the event of a conflict between these policies and any collective bargaining agreement, civil service rule, State or Federal law, the terms and conditions of **that** agreement, rule, or law shall prevail. In other cases, these policies and procedures shall govern.

The Mayor or Designee shall establish a Labor and Management Committee that will meet periodically but not less than twice a year. The Committee will meet to review and recommend modification, amendment, addition and/or repeal of these personnel policies and procedures.

Unless specific rights are granted to employees through bargaining agreements, civil service rules, or elsewhere, all employees of the City are considered at-will employees. Their employment and compensation may be terminated, with or without cause, at the option of either the employee or the City.

Definitions

This policy provides definitions of various actions, entities, positions, processes, documents, and duties employed in the day-to-day operations of the City.

Acting in Capacity Assignment: Temporary assignment of an employee to perform duties and responsibilities of a job classification other than such employees usual job assignment. In the event an acting-in-capacity assignment involves increased authority in the workplace, the assigned employee shall exercise such increased authority in the workplace. The assigned employee shall exercise such increased authority in accordance with directions from the Department Director with the approval of the Mayor.

Anniversary Date: The yearly return of the day and month corresponding with the employee's date of hire.

Appointment: A position (authorized by the City Council and Mayor) filled by the Appointing Authority. Appointments include full-time, orientation, provisional, and part-time. Status levels of employment with the City are as follows:

- **Full Time** – A position which is scheduled for an average of 40 or more continuous hours per week for a period longer than six (6) months or twelve (12) months for identified Civil Service positions. The scheduled duration of full-time position shall not affect an employee's at-will employment status.

- **Regular –** A full-time employee who has completed the orientation period.

- **Part-Time Regular –** A position in which the employee regularly works less than forty (40) hours per week but not less than twenty (20) hours per week. Part-time regular employees shall accrue vacation, sick leave, and holiday benefits in direct ratio to the hours worked.
- **Part-Time Non - Regular –** A position in which the employee regularly works less than twenty (20) hours per week or occasionally may work more than twenty (20) hours per week and up to forty (40) hours per week on a seasonal basis.
- **Provisional –** A limited civil service appointment of a certified or non-certified person to either a classified position which is not vacant but is currently unfilled due to an authorized leave-of- absence or classified position for which there is no current eligible register.

- **At-Will –** An employee who serves at the pleasure of the Appointing Authority. This includes, but is not limited to, Department Directors, orientation, part-time employees, provisional employees, and temporary employees. At-will employment can be terminated with or without cause, by either the employee or the City.

- **Temporary –** An assigned position not to exceed nine hundred sixty (960) hours per calendar year days and not required to belong to the Union.

Authorized Position- A position authorized through the budget process by the City Council and approved by the Mayor.

Classification: A single position or a group of positions in the City sufficiently alike in duties, authority, and responsibilities that the same qualifications may be required, and the same rate of pay can be equitably applied to all positions in the group.

Confidential Employee: Acting in a confidential capacity, assists a person who formulates, determines, and effectuates management policies in the area of collective bargaining.

City Council: The elected legislative body of the City government.

Continuous Services: An employee's work history in a regular budgeted position which has no break in service other than approved leave with pay or approved leave without pay for a period not exceeding one year. In an unusual case, because of military service, the time limitation may be extended.

Demotion: The movement of an employee from a position in one classification to a position in another classification having a lower salary range. A non-disciplinary demotion shall not reflect discredit on an employee.

Department Director: An at-will employee who has responsibility for the management of one or more departments on behalf of the City.

Exempt Employee: Exempt employees are not eligible to receive overtime compensation based upon criteria established by the Fair Labor Standards Act (FLSA) and Washington State Law.

Job Description: The written description of a position containing title, responsibilities, and minimum qualifications, to include knowledge, skills, abilities, training, experience, and possible licensing.

Job Evaluation: The process of determining the proper classification, rating, or value of an individual job in relation to other jobs within and outside the organization.

Layoff: A separation from service because of lack of funds, abolishment of a position, or for other reasons not reflecting discredit on an employee.

Mayor: The Mayor is the elected Chief Administrative Officer and responsible for the proper administration of all City departments and programs.

Personnel Action: Any action taken with reference to appointment, compensation,

promotion, demotion, transfer, layoff, dismissal, or any disciplinary action affecting status of employment.

Personnel File: Confidential personnel records of every City employee maintained and controlled by Human Resources, at City Hall.

Position: A group of current duties and responsibilities assigned by appointing authority requiring the employment of one person that is established by the legislative body of the City.

Orientation: A working test period during which an employee is required to demonstrate his/her ability and capacity to perform the duties of the position to which she/he has been hired.

Promotion: The movement of an employee from a position in one class to another class requiring increased duties and responsibilities, requiring greater pay and qualifications, and providing a higher maximum rate of pay.

Reclassification: Change in allocation of an individual position by raising it to a classification having a higher salary range, reducing it to a classification having lower salary range, or moving it to another classification at the same level on the basis of significant changes in the kind, difficulty, or responsibility of work performed in the position.

Recognized Employee Organization: Any organization or union which includes employees of the City and which has as one of its primary purposes the representation of employees in their employment relations with the City and has become recognized by the City under the procedures as outlined in the State Collective Bargaining Law, RCW Chapter 41.56.

Reinstatement: The return of an employee to his/her former position in the service of the City within five years after layoff or at any time after successful appeal of a suspension, reduction in rank, termination. If the employee is a union employee, the reinstatement (recall) shall be strictly on the basis of seniority to any previously held classification if a vacancy occurs because of a layoff or reclassification.

Resignation: The voluntary action by an employee of terminating her/his employment with the City.

Seniority: The priority of an employee based on the length of the employee's continuous service to the City since the employees last date of hire.

Supervisory Employee: A City employee that reports to management and directs or assigns daily activities of one or more employees. Authority includes recommendations for hiring, termination, discipline, and evaluation of employees within the department.

Severance Pay: Additional compensation that may be provided by the City at the time of

separation of employment from the City.

Suspension: A temporary removal from duty without pay of an employee for disciplinary purposes or for the purpose of investigation of accusations brought against an employee.

Termination: The cessation of employment with the City.

Transfer: A change of an employee from one position to another position in the same or different classification having the same salary range.

Vacancy: An established budgeted position which is not occupied.

Equal Opportunity Employment

The City of Milton is an equal employment opportunity employer. This means that the City does not discriminate against any applicant or employee on the basis of protected class status. All applicants and employees will be recruited, selected, trained, promoted, compensated, and if appropriate, disciplined or terminated without regard to race, color, religion or creed, ethnicity, national origin, sex, age (over 40), marital status, pregnancy or maternity, sexual orientation, gender expression or gender identity, veteran status, use of a guide or service animal, genetic information, or the presence of any sensory, mental, or physical disability (unless based on a bona fide occupational qualification).

Unlawful discrimination occurs when the City bases a decision it has made about an applicant or employee on the applicant/employee's protected class status (e.g., race, religion, sex), rather than the applicant/employee's qualifications, conduct, performance, or other lawful reasons. Your protected class status will not be the basis for any decision the City makes about you.

Any applicant/employee who feels that he/she has been the victim of unlawful discrimination in violation of this policy should report this concern to their Director. If the applicant/employee believes the Director is involved in the violation, or otherwise does not feel comfortable reporting to this person, the applicant/employee should report this concern to the Mayor.

The City will look into the merits of any allegation reported to it. This may include an investigation by a qualified investigator who is either an employee or a professional employed outside of the City.

If the allegation is found to have merit, the City will take prompt action to correct the unlawful conduct and remedy any violations that have occurred. Such corrective action may include disciplinary action against those employees found to have violated policy.

Disability Accommodation

The City of Milton is committed to maintaining an inclusive workforce where people of all abilities contribute to our workforce. It is the policy of the City of Milton to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC).

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job; unless doing so causes a direct threat to these individuals or others in the workplace, and the threat cannot be eliminated by reasonable accommodation, and/or if the accommodation creates an undue hardship to the City.

Service Animal Accommodation

The City of Milton prohibits bringing a pet (a domestic animal kept for pleasure or companionship) to work or having a pet in City - controlled buildings and premises, with the exception of service animals for a person with disabilities. A person with a disability uses a service animal as an auxiliary aid. In compliance with the ADA, service animals are welcome in all buildings on City property and may attend

any class, meeting or other event. There may be an exception to certain areas. Employees requesting accommodation for a disability that includes a service animal must contact Human Resources and complete a Documentation of Disability form. All service animals must be registered with HR.

A service animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals.

The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to:

- Assisting individuals who are blind or have low vision with navigation and other tasks.
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds.
- Providing non-violent protection or rescue work.
- Pulling a wheelchair.
- Assisting an individual during a seizure.
- Alerting individuals to the presence of allergens.
- Retrieving items such as medicine or the telephone.
- Providing physical support and assistance with balance and stability to individuals with mobility disabilities.
- Helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the definition of a service animal.

When and Where a Service Animal is Allowed Access

Individuals with disabilities can bring their service animals into all areas of public facilities and private businesses where members of the public, program participants, clients, customers, patrons, or invitees are allowed. A service animal can be excluded from a facility if its presence interferes with legitimate safety requirements of the facility (e.g., from a surgery or burn unit in a hospital in which a sterile field is required).

A public entity or a private business may ask an individual with a disability to remove a service animal if the animal is not housebroken or is out of control and the individual is not able to control it. A service animal must have a harness, leash or other tether, unless the handler is unable to use a tether because of a disability or the use of a tether would interfere with the service animal's ability to safely perform its work or tasks. In these cases, the service animal must be under the handler's control through voice commands, hand signals, or other effective means. If a service animal is excluded, the individual with a disability must still be offered the opportunity to obtain goods, services, and accommodations without having the service animal on the premises.

Requirements of Service Animals and Their Owners Include

- All animals need to be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current. Animals must wear a rabies vaccination tag.
- All dogs must be licensed per state law.
- Service animals must wear an owner identification tag which includes the name and phone

number of the owner at all times.
- Animals must be in good health.
- The owner must provide HR with information as to how the animal accommodates the individual's disability.

Reasonable behavior is expected from service animals while on City property. The owners of disruptive and aggressive service animals may be asked to remove them from City facilities. If the improper behavior happens repeatedly, the owner may be told not to bring the service animal into any facility until the owner takes significant steps to mitigate the behavior.

Cleanliness of the service animal is mandatory. Consideration of others must be taken into account when providing maintenance and hygiene of service animals. The owner is expected to clean and dispose of all animal waste.

Religious Accommodation

The City of Milton will provide reasonable accommodation of the sincerely held religious beliefs and practices of our employees. This may include accommodation of religious beliefs or practices regarding diets, work schedules, dress and appearance, or other issues.

Procedure to Request Accommodation

Any applicant/employee who seeks reasonable accommodation for a disability or a sincerely held religious belief and practice should report this request to their Supervisor. If the applicant/employee does not feel comfortable making the request to the Supervisor, he/she should make the request to their Director instead.

A request for reasonable accommodation will trigger the interactive process. The interactive process may involve communications between you, the City, and either your medical providers (disability) or clergy (religion) to obtain information on your limitations, the duration of the limitations, and what accommodations can reasonably be offered you. You may be required to sign releases or disclosures that will allow your medical providers to communicate with the City regarding a medical condition for which you are seeking reasonable accommodation.

The City will decide whether any accommodation can be reasonably offered after obtaining relevant information from the applicant/employee, his/her supervisors, and the applicant's/employee's medical providers or clergy.

Personal information that you submit about your disability will be kept confidential, except for cases where (i) your supervisor needs to be informed of work restrictions or necessary accommodations, (ii) first aid or safety personnel need to be informed in order to provide emergency treatment, or (iii) Government officials need to be informed in compliance with the OFCCP, Ability One/Source America requirements, or the Americans with Disabilities Act. In such cases, personal information is only released to the minimum extent necessary and you are assured that your information will be used in ways that are consistent with Section 503 of the Rehabilitation Act. Our intention is simply to ensure that the city's work environment is welcoming to people of all abilities.

Policy Against Anti-Harassment

It is the City's policy to provide a workplace free from all illegal forms of verbal, physical and visual harassment. All employees and volunteers are expected to be sensitive to and respectful of their co-workers and others with whom they come into contact while representing the City. All illegal forms of harassment are prohibited, whether due to sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, actual or perceived disability, political ideology, military service, or any other reason.
Examples of conduct that constitutes harassment the City prohibits include, but are not limited to:

a. Epithets, slurs, negative stereotyping or threatening, intimidating, or hostile acts that are related to sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.

b. Written or graphic material displayed, possessed, or circulated in any City workplace (including vehicles) or on any City device that denigrates or shows hostility or aversion toward an individual or group because of their sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.

c. Intimidating, hostile, derogatory, contemptuous or otherwise offensive conduct or remarks that are directed at a person because of that person's sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.

d. Retaliatory behavior such as making slanderous or libelous statements, withholding communication, information, resources, employment benefits, or entitlements because of an individual or group's sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.

DISABILITY DISCRIMINATION PROHIBITED

It is the policy of the City to comply with the Americans with Disabilities Act and the State of Washington statutes regarding handicap discrimination. The City will not discriminate against qualified applicants or employees with a sensory, physical or mental disability. The City will reasonably accommodate qualified individuals with disabilities provided the accommodation does not create an undue hardship for the City resources. To be qualified for employment with the City, a disabled person must be able to perform the essential job functions with reasonable accommodation. Employees whose disabilities require workplace accommodation are asked to seek the assistance of the City in order to initiate a mutual discussion of the employee's and City's needs. The City will determine reasonable accommodation to provide employment services, employ or continue the employment of a qualified individual with a disability, persons with a record of such impairment or persons regarded as having such impairment.

LIFE THREATENING/COMMUNICABLE DISEASES

Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves, their co-workers or the public whom they serve. The City will work to preserve the safety of all of its employees and reserves the right, to the extent allowed by law, to reassign employees or take other job actions, including discharge, when a substantial and unusual safety risk to fellow City employees or the public may exist.

SEXUAL HARASSMENT PROHIBITED

Sexual harassment is a form of sex discrimination and is illegal. Sexual harassment is inappropriate and offensive and will not be tolerated by the City.

Sexual harassment is defined as intimidating, hostile, derogatory, and contemptuous or otherwise offensive conduct or remarks made because of sex, whether or not the remarks themselves are sexual in nature. The conduct or remarks may be directed at an individual, a group, or the work environment in general. Sexual harassment is also defined as unwelcome conduct of a sexual nature which is deliberate and/or repeated. Such behavior is prohibited if:

a. Submission to such conduct is either a stated or suggested condition of employment;
b. Acceptance or rejection of such conduct becomes part of a supervisor's employment decision (such as hiring, firing, promotion, or job assignment);
c. Such conduct has the purpose or effect of interfering with a person's work; or
d. The conduct creates an intimidating, offensive, or hostile work environment.

Examples of sexual harassment include, but are not limited to:

a. Graphic or suggestive comments about someone's body or manner of dress.
b. Gossip, questions, or comments about someone's sexual conduct or orientation.
c. Vulgarity, leering, inappropriate touching and obscene or suggestive gestures.
d. Display, possession, or circulation in the workplace of sexually suggestive photographs, cartoons, graffiti, e-mails and the like, or displaying, transmitting, or downloading of those types of inappropriate or offensive messages from the Internet.
e. Unwelcome and repeated pressure for sexual activity, flirtations, requests for dates and the like by any employee.
f. Unwelcome but apparently sanction-free sexual advances by a manager or supervisor to a subordinate or any other employee.
g. Solicitation or coercion of sexual activity, dates or the like by the implied or express promise of rewards or preferential treatment by any employee.
h. Solicitation or coercion of sexual activity, dates or the like by the implied or express threat of punishment by any employee.
i. Sexual assault.
j. Intimidating, hostile, derogatory, contemptuous or otherwise offensive conductor remarks that are directed at a person because of that person's sex, whether or not the remarks themselves are sexual in nature.
k. Retaliation against an employee for refusing sexual or social overtures, for complaining about sexual harassment, or for cooperating with the investigation of a complaint.
l. Stalking employees either on or off City premises or on or off work hours.

DISCRIMINATION / HARASSMENT REPORTING PROCEDURE

Employees Responsibilities:

Harassment, particularly sexual harassment, can be difficult to define. For this reason, the City requires employees to use the City's harassment reporting policy without worrying about whether the conduct involved would be considered harassment in a legal sense. If an employee considers the conduct to be harassment or the behavior to be inappropriate, the employee must report it promptly to a Supervisor, a Department Director, Human Resources or the Mayor. This guideline is intended to assist the City in addressing not only illegal harassment, but also any conduct that is offensive and inappropriate.

The City requires employees to report all incidents of harassment or inappropriate behavior as soon as possible. The City wants to provide employees with a pleasant and productive working environment, but it cannot do that if these issues are not brought to the City's attention.

If at any time an employee believes he/she is subjected to harassment, if any employee becomes aware of such conduct being directed at someone else, or if an employee believes another employee has received either more favorable or unfavorable treatment because of harassment, the employee must promptly notify a Supervisor, a Department Director, Human Resources or Mayor. This applies to harassment or discrimination caused by anyone with whom an employee comes into contact as part of the employee's job: Supervisors, co-workers, customers, vendors, members of boards or commissions, or others.

Any employee who experiences or observes harassment, including sexual harassment, may, at his or her option, choose to confront and deal with the harassment to the best of his/her ability. However, no employee is required to do so under any circumstances. Even if an employee chooses to confront the situation directly, the harassment must still be reported to a Supervisor, a Department Director, Human Resources or the Mayor. This applies to harassment or discrimination caused by anyone with whom an employee comes into contact as part of the employee's job: Supervisors, co-workers, customers, vendors, members of boards or commissions, or others.

Each employee is responsible for creating an atmosphere free of discrimination and harassment in any form. Each employee is responsible for respecting the rights of co-workers and others, including the citizens we serve.

Persons in a supervisory relationship are not permitted to have romantic or sexual relationships with each other. A supervisory relationship is one in which one of the individuals has the authority or practical power to supervise, hire, terminate, or discipline an employee, where one individual has decision making authority over an employee, or is responsible for auditing, evaluating, or reviewing the work of an employee.

<u>Management and Supervisory Responsibilities:</u>
Management and supervisory personnel of the City are responsible for being aware of the potential for harassment within their work unit and ensuring a work environment free from all types of harassment, including sexual harassment.

Because of the potential for miscommunication, effects on morale, abuses of authority, misunderstandings, and conflicts of interest, the City does not permit supervisors to have romantic or sexual relations with any person within their chain of supervision. This prohibition applies to all employees who have the authority or practical power to supervise, hire, terminate or discipline another employee, who have decision making authority over another employee, or who are responsible for auditing, evaluating, or reviewing the work of another employee.

When a Supervisor or Lead is confronted with a harassment complaint, he/she is required to:

a. Inform their Department Director.

b. Inform the Mayor.

c. Determine the nature and extent of the complaint.

d. Co-ordinate with the Director to determine the most appropriate and effective response to the complaint.

e. Take appropriate action to correct the problem including disciplinary action if warranted.

Investigating Reported Incidents:
All investigations will be conducted under the following guidelines:

All complaints will be kept confidential to the fullest extent possible. This means they will be disclosed only to witnesses and others as necessary to allow the City to investigate and respond to the complaint, to management, and others as may be required by law. Founded allegations of misconduct are public records, and the City is required, upon appropriate request, to release this information.

All employees are expected to cooperate fully with investigatory proceedings and answer all questions truthfully and completely in an investigation. Anyone who the City concludes has failed to cooperate fully, made evasive, misleading, inaccurate, incomplete, or false statements, or otherwise impeded an investigation in any way is subject to disciplinary action up to and including termination. The City will take whatever action it deems necessary to prevent an offense from being repeated.

The City will not permit retaliation against anyone who makes a good-faith complaint or who cooperates in good faith in an investigation. Anyone who the City concludes has engaged in retaliation is subject to disciplinary action up to and including immediate termination. Disciplinary action will depend on the gravity of the offense. The City will take whatever action it deems necessary to prevent an offense from being repeated.

COMPLAINT PROCEDURES

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City policies. For this reason, the City provides its employees with procedures for resolving complaints. These procedures apply for other than harassment or discrimination complaints.

Step 1: Employees should first try to resolve any problem or complaint with their supervisor.

Step 2: When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of City policies, the employee should attempt to resolve the problem with his/her Department Director. The Department Director will respond to the employee in writing within five (5) days after meeting with him/her, whenever possible.

Step 3: If the employee is not satisfied with the response from the Department Director, the employee may submit the problem, in writing, to the Mayor or Human Resources. The written complaint must contain, at a minimum:

a. A description of the problem;
b. A specific policy or procedure which the employee believes has been violated or misapplied;
c. The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
d. The remedy sought by the employee to resolve the complaint.

The written complaint must be filed within ten (10) working days of the occurrence leading to the complaint, or ten (10) working days after the employee becomes aware of the circumstances.

The Mayor or the Mayor's Designee may meet with the parties, either individually or together, and will usually respond in writing to the aggrieved employee within ten (10) days of the meeting. The Mayor's response and decision shall be final and binding.

Certain employees may have more than one source of dispute resolution rights, i.e. the City's Civil Service rules, a collective bargaining agreement, if any, and this complaint process. Employees represented by a bargaining unit or who are covered under Civil Service rules should follow grievance procedures set out in their respective labor contracts or Civil Service rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.

Safety

The City of Milton has a Safety Committee composed of employees from work sites in the City. The Safety Committee will meet at least every quarter to review safety issues, problems and review any accidents that have occurred. They shall make safety recommendations to each department director for implementation. They shall also conduct an annual safety review of all City work sites.

Employees are responsible for following health and safety procedures and using the safety equipment according to their training. Sound judgment and safe practices in the workplace should be exercised by all employees. Employees are responsible for reporting hazardous or potentially hazardous situations to their Supervisors.

Employees injured on the job must report the incident to their Supervisor as soon as possible. The employee will receive an Employee Accident Report form. All employees injured on the job are required to complete the Employee Accident Report form, even if they do not plan to seek medical treatment.

If the injury requires medical care, the employee is responsible for notifying the physician that the injury is work related and that a Department of Labor and Industries (L&I) claim should be opened.

The City has an active light duty program and can accommodate many restrictions in a temporary light duty job. Employees are responsible for providing their Supervisor and Human Resources with a detailed set of restrictions after each visit to their physician. Employees who decline medically appropriate light duty work, or employees who do not respond to or keep in touch with their supervisor following an on the job injury are subject to disciplinary action, up to and including termination.

The City does not tolerate retaliation against any employee who, in good faith, reports a work-related injury or pursues an L&I claim for a work-related injury. Any employee who feels that he/she has been the victim of unlawful retaliation in violation of this policy should report this concern to the Human Resources. If the applicant/employee Human Resources is involved in the violation, or otherwise does not feel comfortable reporting to this person, the applicant/employee should report this concern to the Mayor.

The City will look into the merits of any allegation reported to it. This may include an investigation by a qualified investigator who is either an employee or a professional employed outside of the City.

If the allegation is found to have merit, the city will take prompt action to correct the unlawful conduct and remedy any violations that have occurred. Such corrective action may include disciplinary action against those employees found to have violated policy.

HIRING, PERFORMANCE, AND GENERAL EMPLOYMENT

Recruitment and Hiring

The City of Milton recruits and hires employees in full compliance with its obligations under federal and state law.

Hiring Process

Human Resources will post the position both internally and externally, screen candidates, and provide the hiring manager with those individuals most qualified to fill the position. The Mayor may, at his or her discretion, use internal or external process unless a specific process is required by law or an applicable collective bargaining agreement.
Each applicant must complete an application prior to an employment interview. Resumes may supplement, but not replace, the City's official application. Any applicant supplying false or misleading information is subject to immediate termination, if hired. Interviewers will treat applicants fairly, consistently, and respectfully during the interview process, and may ask only questions that relate to the applicant's ability to succeed in the position.

Job Descriptions

Job descriptions are an essential part of the hiring process. Job descriptions document the guidelines for a position and are used to determine the most qualified candidate for a position, the appropriate wage or salary and as a training tool for new and existing employees. Job descriptions are subject to change, and if a position customarily performs duties not listed in the job description, updates may be necessary.

Extending an Offer of Employment

Upon successful completion of the interview process, the City will extend a conditional offer of employment. If the applicant accepts the conditional job offer, Human Resources will begin the process of conducting required reference and background checks. A drug test, medical evaluation and driving abstract may also be required depending on the job the applicant is applying for. Certain employees in a law enforcement capacity may also be required to participate in a polygraph test when permitted by state law.

A candidate may be disqualified from consideration if found physically unable to perform the duties of the position and the individual's condition cannot be reasonably accommodated in the workplace; the candidate refuses to submit to an examination or complete medical history forms; the drug test reveals use of controlled substances or the candidate fails to successfully pass other tests or examinations that may be required by the City.

New Employee Orientation

Orientation programs are designed to familiarize new employees with the City and its culture, as well as communicate the requirements and expectations of the job. The City wants to do everything possible to ensure employees feel comfortable in our work environment and have the tools necessary to succeed.

New employee materials are distributed at the time of hire and throughout the first 30 days. It is the employee's responsibility to read the information provided. The materials contain important information

regarding basic policies, and other information that may better acquaint new employees with the City of Milton, including:

- Health and Safety Programs
- Organization Information / Tour of the City
- Employee Handbook
- Proper timecard completion
- Benefits
- Paydays

Employees are encouraged to go to their Supervisors, Director or Human Resources with any questions they may have after reading the orientation materials.

Employee Handbook

Every employee, upon being issued a handbook, will sign a dated form indicating that he/she has received it. It is the responsibility of each employee to read, understand and refer to the handbook.

Employee Files

A personnel file for each employee is maintained in a secured location. An employee's personnel file contains a formal administrative record of the individual's employment history with the city. Employee medical information obtained by the City in association with sick leave, long-term medical leave, FMLA, drug testing, workers compensation claims, or relating to a medical condition is maintained confidentially in a separate employee file. Additionally, I-9 information is maintained separately from the employment files. Active employees may request to review their employee file by making an appointment at least 24 hours in advance of the time they would like to see their file. An HR representative must be present while the file is reviewed. An employee may request removal of irrelevant or erroneous information in their personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in their file. Former employees may have access to their employee files for twelve (12) months following their termination date. Directors and supervisors may also have access to an employee's official file, but not medical or I-9 information.

Personnel files are kept confidential to the maximum extent permitted by law. Access to certain information in an employee's personnel file may be subject to release as provided for by the Washington Public Records Act.

Purchasing Policy

This policy provides the guidelines for the expenditures of the City.

A. All expenses of the City must be consistent with Washington State laws. The use of City funds for inappropriate or illegal purposes or in support of such activities is forbidden and punishable by law.

    1. Established limits of authority for directors, Mayor, and City Council for amounts included in the current year budget:

        a. Purchases up to the amount of $5,000 may be approved by the signature of the Department Director. It is recommended that the department obtain three bids or quotes prior to obligating City funds.

        b. Purchases valued between $5,000 and $7,500 may be authorized by the Department Director and the Mayor together. It is recommended that the department obtain three bids or quotes prior to obligating City funds.

        c. Purchases valued between $7,500 and $15,000 must be authorized by the Department Director and the Mayor. Three written bids or quotes must be obtained prior to obligating City funds.

        d. Purchases valued between $15,000 and $25,000 must be authorized by the Department Director and the Mayor. The bid process prescribed by RCW and MMC must be adhered to prior to obligating City funds.

        e. Purchases valued over $25,000 must be authorized by the Department Director, the Mayor, and City Council. The bid process prescribed by RCW and MMC must be adhered to prior to obligating City funds.

    2. Purchases for any amount not budgeted require pre-approval from the Department Director and the Mayor, and City Council authorization for a Budget Amendment.

    3. Purchases by Employees:

        a. Purchases must have prior approval of the Department Director or Public Works Superintendent for Public Works employees. Approval can be in the form of an email attached to the invoice, or a signature on the invoice.

B. Guidelines on Obligations for Services

    1. Established limits of authority for Directors, Mayor, and City Council for amounts included in the current year budget:

        a. Obligations for Services up to the amount of $5,000 may be approved by the signature of the Department Director.

        b. Obligations for Services valued between $5,000 and $7,500 may be authorized by the Department Director and the Mayor together.

c. Obligations for Services valued between $7,500 and $25,000 must be authorized by the Department Director and the Mayor.

d. Obligations for Services valued over $25,000 must be authorized by the Department Director, the Mayor, and City Council.

2. Obligations for Services for any amount not budgeted require pre-approval from the Department Director and the Mayor, and City Council authorization for a Budget Amendment.

3. Obligations for Services by Employees:

   a. Obligations for Services must have prior approval of the Department Director or Public Works Superintendent for Public Works employees. Approval can be in the form of an email attached to the invoice, or a signature on the invoice.

CITY CREDIT/PURCHASE CARD SYSTEM

A. Credit/purchase card use. The Director of Finance shall implement and maintain the following system for the distribution, authorization and control of credit/purchase cards issued to or for the benefit of the City and used by City officials and employees.

B. Distribution. Credit cards may be distributed to those City officials and employees who, in the opinion of the Mayor or designee, have job responsibilities that would benefit or otherwise be facilitated by use of credit/purchase cards.

C. Authorization and control. The Director of Finance shall develop specific administrative guidelines and accounting controls to ensure the proper usage of credit/purchase cards and related funds. Credit/purchase cards are to be used when it is in the best interest of City administrative affairs.

D. Application. The individual holder, upon prior approval of the Director of Finance or designee, shall use each credit/purchase card in a responsible manner.

E. Credit limits. The Director of Finance or designee shall set credit/purchase limits on each card issued subject to final approval by the Mayor or designee. Individual purchases shall not exceed $5,000, and in no event shall the credit/purchase card limit exceed $10,000 for any individual credit/purchase card account without preapproval of the Mayor or designee.

F. Credit card/purchase card restriction. The following will be considered an unauthorized purchase or use of any city credit/purchase card:

   1. Cash advances;

   2. Payment of statements;

   3. Purchases where an open charge account would be utilized; and

   4. Personal purchases of any kind.

G. Disallowed charges. Disallowed charges or charges not properly identified will be paid by the employee before the charge card/purchase billing is due. Failure to do so will render the employee personally liable where the City shall have a prior lien against and a right to withhold any and all

funds payable or to become payable to the employee up to the unpaid amount, plus interest and/or fees at the rate charged by the bank that issued the cost. Employee shall not use the credit/purchase card if any disallowed charges are outstanding.

1. The act of obtaining a City credit/purchase card does not indicate preapproval of expenditures.

H. Return of credit/purchase card. The employee shall return all City credit/ purchase cards at the request of the Director of Finance or designee, or upon separation of employment. Final paycheck will be held until all outstanding City property has been returned.

I. Administrative procedures. The Mayor and Director of Finance are authorized to implement administrative procedures necessary to implement the provisions of this chapter.

Auto and Driving Policy

This policy establishes procedures which provide vehicles for business use, to allow employees to drive on City business. These procedures affect all departments and all non-uniformed City departments.

1. Procedure.

   A. All employees who are authorized to drive a City vehicle must have a current, valid Washington State Driver's license and always carry it with them. It is the employee's responsibility to advise their Supervisor and Human Resources when an expired license has been renewed. All Employees must also maintain a safe driving record that meets the minimum criteria set forth below.

As a driver of a City vehicle, employees must observe all traffic laws, drive safely and defensively in the performance of their duties and maintain the security of the vehicle and its contents. Employees are responsible for any driving infractions or fines because of their driving.

1. Except where explicitly authorized by an employment contract or other written documentation, City vehicles are to be used for official City business only.

2. Employees may not drive any vehicles for City business without prior approval of their Supervisor. Employees approved to drive on City business are required to inform their Supervisor of any changes that may affect either their legal or physical ability to drive or their continued insurability.

3. Employees who require regular driving for business as an essential job function must, as a condition of employment, be able to meet all the driver approval standards of these procedures always.

4. Employees who need transportation during their normal work may be assigned a City vehicle for their use. All other employees needing transportation for City business may use vehicles assigned to their department or those drawn from the motor pool. As a last alternative, when no City vehicles are available, employees may use their own vehicles for business purposes with prior approval of their Supervisor.

5. Non-employee and Non-business passengers are prohibited from riding in City vehicles, i.e., family and friends.

6. Employees must report any accident, theft, or malicious damage involving a City vehicle to their Supervisor and the Human Resources Department, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than twenty-four hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should make no voluntary statement other than in reply to questions of investigation officers.

7. Employees are not permitted, under any circumstances, to operate a City vehicle, or a personal vehicle for City business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of injury, illness or medication.

8. Employees shall not operate any City vehicle at any time or operate any personal vehicle while on City business while using or consuming alcohol, illegal drugs, or prescription medications that may affect their ability to drive. The City has a zero-tolerance practice prohibiting

operators of vehicles from drinking alcohol, consuming illegal drugs, and taking prescription medications that affect ability to drive. Employees shall not text or email when driving on City business. If there is reasonable suspicion that an employee may be under the influence, employee will be tested for drug and alcohol impairment.

B. Operation of Personal Vehicle on City Business. In the event an employee drives their personal vehicle on City business, the employee will be reimbursed at the mileage rate currently in effect from the Internal Revenue Service upon the submittal of a travel expense voucher to the Finance Department. The employee shall have proof of automobile insurance on file with the City, as the employee's insurance will apply to any accident occurring in a personal vehicle while on duty. If the employee does not carry coverage for driving their personal vehicle while on duty, the employee will be held personally responsible to pay for all damages incurred to their vehicle.

C. Drivers Records Checks. Employees operating a City vehicle shall always have a valid Washington State Driver's License. The City may verify the drivers' records of employees who are authorized to drive City vehicles for both employment related and non-employment related violations. As a condition of employment, employees shall sign an authorization form granting the City permission to check employee driving records. Human Resources will check employees' driver's licenses periodically for status with the employee's consent. A photocopy employee's driver's license may be filed with the Human Resources Department.

Failure to be legally authorized to operate a City vehicle may impair an employee's ability to satisfactorily perform their job. Such conditions are subject to the review of the appropriate supervisors and management and any corrective actions or dismissal will follow existing disciplinary guidelines.

D. Driving Violations. For the purposes of these procedures, the following definitions apply:

1. "Type A Violations" are serious criminal traffic offenses, which, could result in revocation of the employee's driver's license. Conviction of a Type A violation normally results in revocation of an employee's authorization to drive a City vehicle while the conviction is on the employee's driving record. These include:

    - Driving under the influence of drugs or alcohol
    - Negligent homicide or personal injury arising out of the use of a motor vehicle (gross negligence)
    - Operating a motor vehicle during a period of license suspension or revocation
    - Aggravated assault with a motor vehicle
    - Reckless driving
    - Hit and run-attended vehicle
    - Driving without insurance because of a previously suspended license
    - Vehicular assault

2. "Type B Violations" are all moving violations not listed as Type A Violations.

3. "Accident" means an occurrence resulting in bodily injury, death or property damage that was found to be preventable.

Violations categorized as "Type A" Violations (whether on-duty or off-duty, in a City vehicle or non-City vehicle) may result in the employee being prohibited from driving City vehicles or vehicles or behalf of the City. If the violation occurred on duty, disciplinary action may result.

Accidents and violations categorized as "Type B" violations may also subject the employee to suspension from driving City vehicles or vehicles on behalf of the City (whether the violation or accident occurred on-duty or off-duty) and discipline (if the violation or accident occurs on-duty) based up review of frequency, severity, circumstances, past driving record and employment history.

For employees required to drive as a condition of employment, violations or accidents which result in the prohibition of driving a City vehicle or vehicle on behalf of the City may result in the employee's inability to perform the essential functions of their job, which in turn, may result in discipline, up to and including termination. Post-Accident/Incident drug and alcohol testing will be executed by using the Decision-Making Form. (Appendix A)

E. Employee Responsibilities. Employees who are authorized to drive a City vehicle must notify their Supervisors immediately in the event they:
   - Have their driver's license revoked or suspended.
   - Receive a citation for any moving violation while driving a City vehicle.
   - Receive one citation for a Type A violation or two citations, within three years for Type B violations or accidents, whether on-duty or off-duty.

Failure to notify the Supervisor or Human Resources in writing as required by this section is grounds for discipline.

F. Those employees that possess a Commercial Driver's License (CDL) are required to conform to the following:
   - You may only be licensed in one state. If you break this rule, a court may fine you up to $5000.00 or put you in jail and keep your home state license and return any others. Your employer may not, knowingly, let you operate a commercial motor vehicle if you have a license in more than one state or if your CDL is suspended or revoked. A court could fine the employer up to $5000.00 or put them in jail for breaking this rule.
   - You must notify employer of any traffic violations (except parking) within 30 days of conviction. You must notify your motor vehicle licensing agency within 30 days if you are convicted in any other jurisdiction of any traffic violation (except parking).
   - If you have a hazardous materials endorsement you must notify and surrender your hazardous materials endorsement to the state that issued your CDL within 24 hours of any conviction or indictment in any jurisdiction.

Communication

Information Boards

You will see "information" bulletin boards at each work area/site, which contain information about employee activities, notice of policy changes, job postings and other announcements of importance to each employee. Making a habit of reading them often is your obligation. Failure to read the information board could result in your missing a mandatory meeting, or policy change, etc.

Release of Employee Information

Information pertaining to current or former employees of the City will be provided in response to requests for employment verification when required by the Washington Public Records Act or to satisfy legitimate investigative or legal needs. The City does not give references but will verify dates of employment and job title/duties. All requests for employee information must be coordinated with Human Resources.

Except where release is required by law, all information requests must be accompanied by a written authorization, signed by the employee, permitting the release of information.

MEDICAL INFORMATION:
Results of medical examinations and private medical history information provided by or gathered regarding employees shall not be released to any third parties without the explicitly written permission of the affected employee.

INFORMATION PROVIDED OTHER GOVERNMENTAL AGENCIES:
The City provides to federal, state, and local government agencies the kinds of employee data routinely required by such agencies, i.e., tax and payroll information. Should a government agency request information other than that routinely required, the employee will be advised of such a request. All such request shall be responded to in writing. In the course of an investigation, if a government agency requests that such investigation be kept confidential, the City, in its discretion, may honor such a request.

INFORMATION PROVIDED NON-GOVERNMENTAL ORGANIZATIONS:
The City will ordinarily honor subpoenas demanding information with respect to any employee but will seek to advise such employee with respect to information requested unless prohibited by law. The City has no obligation to contest the validity of any such subpoena. The City will verify to non-governmental organizations the employment status, i.e., dates of employment and positions held, of former or present employees. No other information will be provided unless the City has received from the employee involved a written request to do so. The City shall seek to advise such employee with respect to any request for additional information.

INFORMATION PROVIDED EMPLOYEE UNION:
The City will provide to the union representing an employee information related to the employee's

seniority, job classification, wage rate, hours of employment, benefit information, and other information as required by law and when appropriate to proper administration of the collective bargaining agreement covering such employee. The City will also provide such other personal and confidential information as the employee shall direct the City disclose.

Technology and Cell Phone Use

The City cell phone and technology resources are provided for the purpose of conducting City business. City employees are obligated to conserve and protect City electronic communication and technology resources for the benefit of the public interest. Responsibility and accountability for the appropriate use of City electronic communication and technology resources ultimately rests with the individual employee. City electronic communications and technology resources include computer systems, telecommunications systems, networks, supporting equipment, and services such as e-mail, telephones, cell phones, smart phones, voice mail, data storage, and Internet use. The management of electronic records is subject to federal and state laws including the provisions regarding retention and disclosure. Improper use of the City's electronic communications and technology resources may result in discipline, up to and including termination.

1. Guidelines and procedure.

   A. Approval- The acquisition of cellular telephones shall be limited to those instances in which there is a need for such equipment to perform essential City business or to improve safety, increase productivity or increase service to the public. The purchase of cellular telephones shall be subject to approval by the Department Director.

   B. Responsibility of Department Directors- The Department Director or designee shall assign each cellular telephone to one specific individual and shall ensure appropriate controls are in place for checkout, return, security, and maintenance of the equipment. It is the responsibility of the Department Director or designee to provide for a routine examination of cellular telephone billing detail to ensure proper use of such equipment.

   C. Ownership-All software, programs, applications, templates, data, files, and web pages residing on City computer systems or storage media or developed on City computer systems are the property of the City. The City can access, copy, modify, destroy, and delete this property. The City may also request, at any time, that electronic devices issued to an employee, including cell phones be turned back in.

   D. No Expectation of Privacy-Employees understand and agree that they have no expectation of any privacy or confidentiality in any information they create, store, or transmit using these resources. This includes but is not limited to all computer files and information saved, reviewed, or transmitted via all of the City's technology resources, including but not limited to computer files, computer servers, emails, internet usage, telephones, cell phones, smart phones, voicemail, and text messages and applies to all information created, stored or transmitted during an employee's incidental personal use. No Supervisor or other City employee is authorized to provide assurances that such information is private. The City reserves the right to monitor and randomly audit the business use of the City-owned devices without notice to employees. Such monitoring shall include, but is not limited to, call volume, volume and content of text messages and data usage. Data obtained from such audits may be used to verify employee adherence to this policy, to

evaluate potential policy changes based on usage patterns and costs, or for any other legitimate business purpose. Employees should also understand that email messages and other forms of electronic information, including documents created on City computers, may be considered public records subject to retention requirements and public disclosure, as well as release in the event of litigation involving the City.

2. Definitions.

   A. **Authorized User:** Any person who has been given permission to use the electronic resources, whether employed by the City or not.

   B. **Computer System:** Individual desktop or laptop computers, portable computers, handhelds, smart phones, software, email system, the internet and intranet, hosted applications, portable storage devices, magnetic tapes, CDs, DVDs, file servers, peripherals, network equipment and all other components of the City's computer network.

   C. **Electronic Communications:** Any communication transmitted electronically via the use of the electronic communications resources.

   D. **Internet:** A global system of interconnected computer networks that use a standard communication protocol to serve billions of users worldwide.

   E. **Intranet:** Web site containing content and applications for City internal use only.

   F. **Hosted Applications:** Application software that resides on a third- party vendor's system and is accessed by users through a web browser using HTML or by special purpose client software provided by the vendor.

   G. **Occasional Use:** Irregular and infrequent usage.

   H. **Public Record:** Any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the agency regardless of physical form or characteristics, or as defined in 42.56 RCW.

   I. **Streaming Audio/Video:** Technology used to "play" audio/video on a PC or Smart phone over a network; can be used for music, voice, lectures and other audio/video material.

   J. **Web Browsing:** Use of a browser tool to access web sites on the internet.

   K. **Smart phone:** a cellular telephone with an integrated computer and other features not originally associated with telephones, such as an operating system, Web browsing and the ability to run software applications.

   L. **Social Media:** the use of blogs, wikis, social networks, virtual worlds, or any other kind of online social interaction.

3. Use of City System.

A. Acceptable Uses -The City's information and technology resources are to be used for City business. Incidental, de minimus personal use may be permitted where, in the judgment of the employee's Supervisor or Department Director, such use does not interfere with the employee's or the department's productivity. Generally speaking, incidental, de minimus personal use means: (1) occasional and of short duration; (2) done on an employee's personal time, such as during lunch break; (3) does not interfere with job responsibilities; (4) does not result in any expense to the City; (5) does not solicit or promote commercial ventures; (6) does not utilize excessive network resources such as audio or video streaming; and (7) does not constitute a prohibited use, discussed below. Employees should be aware that personal messages and data on the City's system are not private and may be subject to public disclosure.

B. Prohibited Uses - The City's information and technology resources shall not be used to engage in any communication that violates federal, state, or local laws or regulations, or any City policy. In addition, the following uses of the City's information and technology resources are inappropriate and prohibited, unless engaged in as part of official City business (such as a criminal investigation) or required by law (such as a public disclosure request):

- Personal commercial use;
- Personal social networking such as Facebook, Twitter, Snapchat, etc.;
- Listening to on-line audio or viewing streaming video and sending bulk mail;
- Installing unauthorized software such as games, internet-based services, personal email accounts or other personal software;
- Accessing, receiving or sending pornographic, sexually explicit, or obscene materials;
- Use in connection with any type of prohibited harassment or discrimination, including the transmission of offensive messages derogatory toward any individual or group because of their sex, race, religion, sexual orientation, national origin, age, disability or other protected status;
- Gambling;
- Infringing on the trademark, copyright, or patent rights of others, or violating software licensing agreements;
- Use for political purposes, including partisan campaigning;
- Deliberately propagating any virus, malware, spyware, or other code or file designed to disable or otherwise harm any network or system;
- Disclosing confidential information, including medical or other highly personal information about other employees;
- Connecting to the City network using some else's security identification login;
- Usage while driving except for circumstances that fall under RCW 46.61.667.

Any questions about whether a use is permitted or not should be directed to Human Resources.

4. Employees are prohibited from holding any cell phone in either hand or both hands, using hands or fingers to compose, send, read, view, access, browse, transmit, save, or retrieve email, text messages, instant messages, photographs, or other electronic data, or watching video on a personal electronic device while operating a motor vehicle. However, this does not preclude the minimal use of a finger to activate, deactivate, or initiate a function of the cell phone. In addition, this does not apply to any employee who uses a cell phone to contact emergency services. Employees must immediately notify their Supervisor if they are given a citation for using a cell phone while on duty. Employees are responsible for payment of any fines associated with the citation.

5. Passwords.
   A. Strong Passwords-All computer users must have a strong password to access their computers. It is recommended that users create passwords using a favorite phrase or song title without any spaces between words.

   B. Password Protection Standards
      - Passwords are not to be shared with anyone.
      - All passwords are to be treated as sensitive, confidential information.
      - Passwords should never be written down or stored on-line without encryption.
      - If someone demands a password, refer them to this document and direct them to the Department Director.
      - Always decline the use of the "Remember Password" feature of applications (e.g., Outlook, Google, Chrome, etc.).

   C. Automatic Lock-Computers must be set-up to automatically lock after a certain period. Computers should be shut off at the end of the day or when left unattended for an extended period.

   D. Out-of-Office Security-When using outside the office reasonable precautions should be made to prevent theft and vandalism of computers. Computers must not be left in parked cars where they are visible. If a cellular telephone is lost, stolen, or vandalized due to an employee's failure to use reasonable precautions, the City may require the employee responsible for such cellular telephone to reimburse the City for the reasonable cost to replace such telephone. Employees with assigned cellular telephones must immediately report the loss or theft of their cell phone to their Supervisor or Department Director.

6. Social Media Usage with Personally Owned Phone-Employees are advised that City rules and policies apply to social media conduct, including policies regarding statements to the media, anti-discrimination and harassment, prohibitions on releasing confidential information. On-duty use of social media is prohibited, unless conducting City business. Off-duty, personal use of social media by employees is not prohibited; however, employees are reminded the City rules and policies apply to social media conduct to the same extent as other off-duty conduct. The following additional rules also apply to employees' use of social media:
   A. Social media content that relates to City business may be considered a public record subject to retention and disclosure under the Public Records Act. Employees are prohibited from using personal social media to conduct City business.

   B. Employees are prohibited from using their City email address, the City's official logo, or themselves in City uniform or any manner that suggests or implies they are speaking as a representative for the City.

   C. Employees may not post, upload, or create any social media content at work or using employer equipment that is known to be false, misleading, or fraudulent.

7. Reimbursement of Personal Business with City Phones-
   A. Personal cellular telephone charges will be reimbursed at the "per minute rate" the City pays for minutes billable to the telephone in excess of the "free time". This reimbursement shall apply to all personal calls and data usage within or outside the "free time" range. Reimbursement shall include

any additional costs incurred due to an "over the limit" charge. Long distance, roaming charges and data used will be reimbursed at the rate identified on the billing detail.

B. Failure of the employee to reimburse the City within 20 days of receipt of invoice may result in the deduction of the amount due from the employee's paycheck, or final check upon termination of employment, or garnishment of wages if employee has received final check upon termination of employment.

8. Reimbursement of City Business with Personal Phone-
   A. Employees using personal cellular phones may be reimbursed by the City for direct airtime for calls to conduct authorized City business if the employee signs a statement stating that the City's cellular provider does not cover the area of the call. The employee will be required to keep a record of the date, time and identify the purpose/information for the call on the personal cellular telephone. Reimbursement shall be made through the City's expense claim process with the billing detail. All City business calls must be identified, including name of person/agency calling/called and reason for call.

Performance and Support

Employee Assistance Program

All City of Milton employees have access to the Employee Assistance Program (EAP) the first of the month following date of hire. EAP services are available to help with a wide range of concerns and problems, and provides free access to many great services, including legal and financial counseling. The EAP is available 24 hours a day, 7 days a week by calling1-800-570-9315. Or go online at www.guidanceresources.com, choose **"first time user"** and under "Your Company/Organization WEB ID" type "**trusteap71**".

Training and Professional Development

The Mayor and Directors shall encourage training opportunities for City employees in order that services rendered to the City will be more effectively provided and that personnel are more prepared for greater responsibility and promotions. Training should be job related. Training sessions may be conducted during regular working hours at the discretion of the Department Director.

Training and Travel

To establish a policy and procedure related to employee expenses incurred while conducting official business, obtaining travel authorization, and reimbursing employees for expenses incurred in conduct of business of the City, and to implement the following.

Authorization to Travel. Travel by City officials and employees, City Council, and members of boards and commissions shall be specifically provided for in an approved budget and as provided below: Specific trip authorization shall be approved in advance.

Board and Commission Members. Workshops, seminars and conferences are normally included in budget requests.

Out-of-state travel must be approved by the Mayor provided such travel request is submitted in writing with justification for such travel.

Eligible Expenditures. Generally, eligible expenditures include travel and living costs incurred by the employee while away from the city and expenses incurred within the City necessitated by City business. Eligibility for expense reimbursement will be based on the following conditions:

Registration. Actual cost of registration of any employee at a meeting, conference, or convention for which he/she has received approval. Registration should be prepaid by use of a purchase card. Employees shall attend all conferences, meetings, and training sessions that are paid for at City expense. A copy of the conference agenda must be submitted with the travel reimbursement request.

Transportation. Actual costs for bus travel, train travel, taxi, car rentals, ride share services, parking fees, and air travel are eligible, provided all air travel shall be by government rates, internet rates or economy class, whichever is the most cost-effective rate for travel.

Employees using a personal vehicle to travel on City business will be reimbursed at the rate established by the Internal Revenue Service. Payment shall not exceed the lowest economy class airfare to the same destination.

Employees shall provide reasonable documentation of destination mileage and general purpose of business on reimbursement travel expense vouchers. Acceptable documentation includes beginning and ending odometer readings, trip mileage readings and MapQuest or similar mileage calculations. Frequent local use of a personal vehicle by an employee for City business may be accumulated and reported on a monthly basis as one reimbursable expense.

While using a City-owned vehicle on City business, the employee shall use a City purchase card for purchases of gasoline, oil, emergency repairs, or other related expense.

Lodging. Actual cost of hotel or motel accommodations is an eligible expense. If a family member or guest accompanies the employee, the employee shall pay for the amount over that of a single accommodation. The single accommodation rate must be noted on the hotel/motel statement. The employee shall always secure the most cost-effective government rate or Internet rate available. To be eligible for reimbursement for overnight travel expenses, one-way travel distance must be greater than 50 miles from the official residence or official workstation, whichever is shorter.

Lodging associated with one-way travel of less than 50 miles must be approved by the Mayor.

Meals While in Travel Status.

An individual shall be deemed to be in travel status when the travel includes reimbursable lodging.

Meals will be paid per diem based on the Federal Meal Per Diem Rate for meals by location. Meal per diem amounts include tips.

The amount of the authorized meal per diem is calculated by day. If the employee is in official travel status for more than 12 hours on any given day, they will receive the full per diem for the day. If the employee is in travel status for less than 12 hours, they will receive 75% of the daily per diem rate.

Where conference registration or training tuition fees include one or more meals, the City shall deduct per diem rates for those meals from the daily per diem total.

Prior to the start of the trip the employee must decide to pay for all meals personally and seek reimbursement after the fact; or elect to use a City purchase card for all meals.

- Meals which are paid for personally will be reimbursed at the full per diem amounts and do not require receipts.
- Meals which are paid for on a City purchase card are authorized up to the maximum of the daily per diem allowance but must not exceed the allowance on any given day of travel. Itemized receipts are required. Alcohol is not allowable regardless of whether or not the total is within the daily allowance.

Meals – Not in Travel Status.

Eligible meal expenses, when not on travel status, require submission of the detailed restaurant receipt (not the receipt which can be filled out by the individual) and shall be reimbursed or charged on a City purchase card, approved at actual cost not to exceed daily per diem allowance.

Expenses for meals where City business is conducted and that could reasonably occur during non-meal periods are not eligible for reimbursement. Meals for City Council, Mayor, and city staff conducting formal City business during mealtimes are specifically authorized.

Laundry and Valet Service.

Actual costs of laundry and/or valet service are allowable expenses when employees are required to be away from the City for more than six days at one time.

Telephone.

Charges for telephone are eligible for reimbursement only if City business requires such communication.

Ineligible Expenses. None of the following expenses shall be paid by the City:

1) Travel paid for by any other organization;
2) Alcoholic beverages;
3) Valet services (except as noted above);
4) Meals or lodging accommodations for family or guest;
5) Any meal expenses when already provided within the cost of registration for a conference, training, or other such event.
6) Tour bus fees for sightseeing tours;
7) Mileage if traveling as a passenger in a privately owned car;
8) Trip insurance;
9) Hosting; or
10) Any other personal expenditures for entertainment or other purposes.

Documentation of Expenses.

Every separate submittal of travel-related expenses must be accompanied by a copy of the approved registration.

All actual expenses shall be submitted to the Finance Department (for reimbursement) on the travel expense claim form. In the case of lodging expenses, a detailed statement of charges must be submitted. Each employee is expected to submit his/her own travel expense voucher reflecting reimbursable expenses actually incurred.

If lodging accommodations are shared between two or more employees on travel status, the employee paying the bill may submit the lodging portion of the billing for all such employees.

Travel Arrangements.

When employees are making travel and accommodation arrangements, it shall be the responsibility of the employee to obtain government discount rates or Internet rates. Employees are expected to make

travel and lodging reservations in advance whenever possible and to take other actions to ensure that travel and lodging is secured at the most reasonable rate possible.

1. Procedure.

    1) All travel expenses, including local events, must receive appropriate pre-approval by the Department Director. Pre-approval may take the form of an email attached to the registration with submittal of the invoice or a signature on the invoice. Individuals who incur such expenses without preapproval do so at the risk of denial of reimbursement or payback obligation.

    2) Travel and expense reimbursements must be signed, approved, and filed in the Finance Department on a travel expense claim form within 20 days after the return from travel.

    3) Request for reimbursement of allowable travel expenses shall be prepared by the employee claiming reimbursement on the travel expense claim form with all of the required receipts. Form must be signed by the Supervisor and Director. Reimbursement will not be made if the required receipts are not attached. The travel expense claim form will then be processed through the next accounts payable run.

    4) Purchase card reconciliation of the expenses shall require the completion of a travel expense claim form. Each expense shall be itemized separately with the corresponding purchase card receipt attached.

    5) Except for lodging where individuals share the same room or transportation conveyance (cab, rental car, etc.), each individual seeking reimbursement must incur his/her own expenses and seek individual reimbursement. The only exceptions are group meals arranged for working sessions or banquets arranged by a department. Disallowed charges or charges not properly identified will be paid by the employee before the purchase card payment is due. Failure to do so will render the employee personally liable for the unpaid amount plus interest at the rate charged by the bank that issued the purchase card. If, for any reason, disallowed charges are not repaid before the purchase card billing is due and payable, the City shall have a lien against and a right to withhold any and all funds payable or to become payable to the employee in the amount of the disallowed charges, plus interest.

    6) The Mayor and Finance Director are authorized to implement any administrative procedures necessary to implement the provisions of this section.

Compensation for Travel Time.

Travel to another City on one-day assignments. Time spent traveling to and from another City in the same day is paid time; however, if the employee does not start and/or end the day at the usual workplace the employee's normal commute time shall be deducted.

a) For example, employee is required to attend local training 45 minutes away from his/her residence and does not stop at the office at the beginning or end of the day. Normal commute time to the usual workplace is 30 minutes. The employee is entitled to 15 minutes of paid travel time.

b) Normal commute time shall be established by use of MapQuest.

Overnight Travel.

When employees are required to travel overnight the actual time spent traveling (e.g. in a car or on an airplane) is included in hours worked only to the extent that travel occurs during normal working hours. For this purpose, normal working hours are the same each day regardless of whether travel occurs on a regularly scheduled day off. For example, an employee who works 9:00 AM to 5:00 PM Monday through Friday would be paid for travel time which occurs between the hours of 9:00 AM and 5:00 PM on any day of the week.

The Department Director shall determine appropriate travel times based on MapQuest directions and shall allow the employee to leave early enough on travel days so that the employee might complete travel by the end of the regular workday. However, if training ends at or near the end of the employee's regular working hours additional travel time will not be paid for the return trip.

* For example, if a 9:00 AM to 5:00 PM employee attends training which is 3 hours away per MapQuest, the employee shall be allowed to leave at 2:00 PM on the day before training and shall be paid for 3 hours of travel time, regardless of whether actual travel time is shorter or longer.

* In the same example, if the training ends before 2:00 PM the employee is entitled to 3 hours of travel time, but if the training ends after 2:00 PM the travel time is limited to the time between the end of training and 5:00 PM.

Performance Feedback and Appraisals

To achieve the City's goal to train, promote, and retain the best qualified employees for every job, the City conducts periodic performance evaluations for all positions. City employees are to be evaluated by their Department Director/Supervisor prior to the completion of their orientation period and at least once every twelve (12) months thereafter, generally upon their employment anniversary date. The performance evaluation is part of an employee's conversion to regular status, whether the employee receives a wage increase or is to be promoted, transferred, demoted, laid off, or terminated. The performance evaluation shall include a section that allows employees to establish long and short-term goals and a section for employees to comment concerning the evaluation. The performance evaluation shall include a section that allows the employee to accept or to appeal the evaluation to the Mayor, who will review it in a reasonable time. The Mayor's decision of the appeal will be final.

Performance Issues and Corrective Action

All employees are expected to exercise ethical behavior, good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties.
Acts, errors, or omissions which discredit the public service or impair the provision of orderly services to the citizens of the City may result in disciplinary action, up to and including termination.

The Mayor or Department Director as appropriate, has full discretion and authority to impose disciplinary action in accordance with City policy and the circumstances of the particular case. The City is an at-will employer; nothing contained in these disciplinary guidelines is intended to change the at-will nature of the employment relationship.

The following are examples of the types of behavior which may result in discipline:

- Drinking alcohol or the use/abuse of non-prescription or prescription drugs or other controlled substances on the job or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances.
- Violation of a lawful duty.
- Insubordination.
- Absence from work without first notifying and securing permission from the Supervisor.
- Habitual absence or tardiness for any reason.
- Unsatisfactory job performance as determined by the City.
- Conviction of a felony or a misdemeanor involving moral turpitude.
- Acceptance of fees, gratuities or other valuable items in the performances of the employee's official duties of the City.
- Inability, refusal, or failure to perform the duties of the assigned job.
- Unauthorized release of confidential information about the City, its customers, or its employees.
- Theft or unauthorized removal or possession of property from the City, fellow employees, customers or anyone on City property.
- Altering or falsifying any timekeeping record.
- Misrepresenting information, situations or one's actions to a Supervisor.
- Falsifying or making a material omission on an employment application.
- Making erroneous entries or material omissions on the City's records.
- Misusing, destroying or damaging property of the City, a fellow employee, a customer or a visitor.
- Fighting on City property.
- Bringing on City property dangerous or unauthorized materials, such as but not limited to explosives, firearms or other similar items.
- Violation of safety or heath rules.
- Unauthorized use of another employee's computer password.
- Theft of mail, either paper or electronic, or unauthorized viewing of mail of the City or fellow employees.
- Carelessness or negligence while performing work related duties.
- Working unauthorized overtime.
- Engaging in rude or discourteous conduct towards others.
- Violation of duties or rules imposed by the Manual or by any other City rule, regulation, or administrative order.

This list is not all-inclusive but only serves as a general guide. The City may discipline or terminate employees for other reasons not stated above, or, as stated throughout these polices, with or without cause.

In the event that discipline is necessary, any of the following types of disciplinary actions may be used, depending on the particular situation:

ORAL WARNING: An oral warning is a discussion session between the employee's Department Director or Mayor and the employee on the subject of the employee's conduct and performance or his/her failure to observe a rule, regulation, or administrative instruction. The standard of conduct is explained, and it is made clear that continued misconduct will not be condoned. The employee is

warned that future violations will make stronger action necessary. A written record of the time, place, and circumstances of the oral warning shall be documented and placed in the employee's personnel file.

WRITTEN REPRIMAND: A written reprimand is a formal disciplinary action for misconduct, inadequate performance, or repeated lesser infractions and a statement that another infraction may result in further disciplinary action, up to an including termination. Copies of the reprimand are given to the employee, placed in her/his personnel file, and given to the Department Director issuing the warning. A copy is also given to the union should the employee be a member of a union.

SUSPENSION: A suspension is a temporary, unpaid absence from duty which may be imposed as a penalty for significant misconduct or repeated lesser infractions. The employee is suspended from her/his job without pay for a period of time that is consistent with the seriousness of the offense. Coupled with such action is the warning that another violation may lead to more sever discipline, up to and including termination. A statement describing the action taken is given to the employee, and copies of the statement are placed in his/her personnel file and given to the department director issuing the suspension. A copy is also given to the union should the employee be a member of a union.

TERMINATION: It is presumed that when the employee has been given the opportunity to conform and has not done so to the satisfaction of the City, it is in the best interests of the City and the employee to terminate employment with the City. If the employee is a union member, it is advisable that the union be present at the time of termination. Some infractions are so serious that termination is permitted with the first violation. In the case of a serious offense, the City is not obliged to initiate discipline at a lesser stage but may, at its sole discretion, apply any state of disciplinary action deemed appropriate.

Pre-Termination Hearing

In the case of termination of an employee for disciplinary reasons, the City will conduct a pre-termination hearing. The pre-termination hearing serves as a check against mistaken decisions and to determine whether there is a reasonable presumption that the charges against the employee are valid and support termination. The employee may have an attorney or other representative present at the pre-termination hearing at their own expense. The pre-termination hearing does not apply to part-time, provisional, temporary, or probationary employees.

Resignation

An employee should provide the City a written notice two (2) weeks prior to the date of their resignation from the City. This time limit may be waived by the employee's Department Director or the Mayor in certain circumstances. The Department Director shall forward a copy of the resignation to Human Resources for the personnel file. An exit interview may be conducted with employees leaving employment with the City.

Job Abandonment

If an employee does not show up for work or contact the Supervisor, the Supervisor should attempt to reach the employee by phone. If the employee cannot be reached by phone, the Supervisor should attempt to reach the employee's emergency contact. On the second day of absence, the Supervisor should follow the same procedure, with a message indicating that unless the employee contacts the Supervisor before the end of the third day of absence, the employee is deemed to have constructively quit their job and will be considered a voluntary resignation, effective the last day worked.

Failure to Return from Leave of Absence

If an employee does not return from an approved leave of absence by the agreed-upon return date and does not contact the Supervisor within three (3) days of that date, the employee is also deemed to have constructively quit their job and will be considered a voluntary resignation. The resignation is effective on the agreed-upon return date.

Retirement

Employees who elect retirement should submit written notice to their Supervisor, Department Director or Human Resources, stating their intention to retire and indicating the last available day of employment. A minimum of two (2) weeks' notice is preferred. An exit interview may be conducted with employees leaving the employment of the City.

Layoff

The Mayor may lay off employees due to lack of work, budgetary restrictions, or other changes that have taken place. Temporary employees or employees who have not completed their orientation period will be laid off before regular employees are affected. In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal, unless otherwise stated in the Union Agreement.

Continuation of Benefits (COBRA)

The City of Milton will inform terminating employees, or surviving dependents of a deceased employee, of their rights to continue health coverage, as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA). In addition, information about final paychecks, PTO payouts and other benefits will be provided.
The City of Milton will continue paying for benefits through the end of the month in which the employee terminates employment.

Final Paycheck

Terminated employees will receive their final paycheck on the regular payday following the effective date of termination, unless the law requires otherwise. The final paycheck will include compensation through the last day of employment and any accrued, but unused, vacation and compensatory time based on eligibility.
If an employee has a negative vacation or sick balance, the City will deduct an amount equal to what is negative from the final check. Employees who leave employment with the City prior to completion of

one years' service shall not be compensated for any accrued vacation time. Any vacation time used during the first year shall be deducted from the lump sum payment. Additionally, any expense advances or other monies the employee owes will be deducted from the final paycheck, where allowable by law. Any deduction from a final paycheck must be authorized in writing by the employee.

Termination Checklist

Before leaving the City of Milton, the employee must return all files, reports, cell phones and chargers, laptops, iPad and accessories, uniforms, keys, equipment, credit cards, identification, and other company or customer materials issued to the employee or in the employee's possession. A checklist should be given to the terminating employee before the last day of employment as a reminder of the items that need to be returned. Items not returned by employee may be deducted for their final paycheck.

Pay & Benefits

Employee Classifications

The City of Milton classifies employees as exempt or non-exempt, in accordance with the Fair Labor Standards Act and Washington's Wage and Hour laws.

- *Salaried Exempt* employees are certain executive, administrative and professional employees who are exempt from the overtime provisions of state and federal law and are paid a salary.
- *Hourly Non-exempt* employees are paid on an hourly basis and are eligible for overtime pay pursuant to state and federal law. If you are a non-exempt employee who is scheduled to work 40 hours per week or less, it is your responsibility to keep your hours at or below 40 hours during the week unless approved in advance by your Supervisor.

Employees are also classified as full-time, part-time, temporary/seasonal and on-call:

- *Full-time employees* include both exempt and non-exempt employees who are normally or regularly scheduled to work forty hours per week and are eligible for benefits.
- *Part-time employees* include both exempt and non-exempt employees who are normally or regularly scheduled to work less than forty hours per week but not less than twenty hours per week and are eligible for benefits.
- *Temporary employees* are non-exempt employees who do not have a normal or regularly scheduled number of hours per week, who are employed for a specific assignment. Temporary employees are not eligible for benefits. Temporary employees shall not exceed 960 hours per year.
- *Seasonal employees* are employees who are working on a temporary, short-term position. Typically, seasonal employees are only hired for a specified period of time that should not last longer than 960 hours per calendar year.

Employees are compensated per the following guidelines:

Non-exempt employees are compensated for each regular hour they work on the basis of an hourly rate. When non-exempt employees work more than forty (40) hours in a work week, they are paid at one and one-half times (1-1/2x) their regular hourly rate, or such other amount as may be required by state and federal wage and hour laws or an applicable collective bargaining agreement. All overtime must be authorized in advance. Non-exempt employees entitled to overtime pay may elect to receive compensatory time off instead of cash payment. This is approved on a case-by-case basis by the employee's Department Director. If the compensatory time option is exercised, the employee is credited with one and one-half the hours worked as overtime. Maximum accruals of compensatory time shall be limited to forty (40) hours. After the maximum accrual, overtime compensation shall be paid. Employees should use compensatory time within a reasonable time period after making a request to their Department Director, unless doing so would unduly disrupt City operations. Compensatory time should be used for short-term absences from work during times mutual agreed to by the employee and her/his Department Director. Accumulation of compensatory time to be used for extended vacation time off is not normally permitted. If an employee is unable to use accrued compensatory time within the calendar year, the employee will be paid his/her original overtime

wage. Should the accrual of compensatory time, along with vacation, holiday leave, and sick leave create a retirement liability to the City, such compensatory time shall be taken by the employee prior to retirement.

Exempt employees are compensated through an assigned salary. This salary is determined on the basis of market value, the special attributes the individual brings to the City, the level of responsibility associated with the position, and the value of the position to the City.

If an employee's paycheck is lost or stolen, please notify a Supervisor immediately. Notify Human Resources, in writing, of any changes in the employee's name, telephone number, home address, marital status, number of dependents, beneficiary designations, individuals to notify in case of an emergency, and so forth. Change of address forms may be obtained from Human Resources.

Work Week

The City of Milton's workweek is forty hours within a seven-day work week. The City's standard work week is Monday through Friday from 8:00AM to 5:00PM, with a one-hour unpaid lunch period. The FLSA work period for City employees who are not subject to the 7k exemption to the FLSA is a week in length and commences at 12:01AM Monday morning and concludes on Sunday night at 12 midnight. For Police Department employees, the work week shall consist of either four consecutive ten-hour days or five consecutive eight-hour days. The work period for police officers subject to the 7k exemption will be set forth in departmental policy or the applicable collective bargaining agreement. Police Department shall receive a one- hour meal period which shall be considered on duty time. For the purposes of calculating overtime compensation, hours paid for benefits such as holiday and/or vacation or sick leave within any given work week are not included in the definition of "hours worked." Supervisors should avoid consistently working their employees beyond their regularly scheduled workweek hours. Mayor and Department Directors are able to change work week and days in emergency situations.

Attendance

Punctual and consistent, in-person attendance on the job site is a condition of employment. Each Department Director is responsible for maintaining an accurate attendance record of his/her employees. Employees unable to work or unable to report to work on time must notify their Supervisor as soon as possible, ordinarily before the workday begins or within 30 minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day unless other prior arrangements have been made with the Supervisor. If the Supervisor is unable to be reached via phone, the employee may leave them a voice or text message stating the reason for being late or unable to report for work.

Employees are expected to be at work even during inclement weather. Department Directors may allow employees to be late or leave early during severe weather conditions; however, non-attendance will be counted as absence from work and will be charged to accrued vacation time. An Employee who is absent without authorization or notification is subject to disciplinary action, up to and including termination.

Time Reporting

All employees must complete a time record, recording all hours worked for the pay period including holiday, sick, over time and comp time. This record allows the City to pay its employees properly for their time.

- Each time record covers hours worked from the first day of the pay period through the last day of the pay period.
- Employees are required to record their time accurately, reflecting the hours actually worked. Falsifying time records is subject to discipline, up to and including termination.
- For non-exempt employees, work in excess of 40 hours per week (overtime) is not permitted without prior approval. Employees who work unauthorized overtime will be subject to disciplinary action up to and including termination.
- The Fair Labor Standards Act (FLSA) requires employers to pay nonexempt employees time and one half of the employees' regular rate of pay for all hours worked over 40 in a workweek. The City of Milton will not count paid holidays, paid time off (PTO), vacation, personal or sick leave hours taken by an employee toward the calculation of the overtime requirement, because these hours are not actually "worked" and are therefore not considered as hours counted toward overtime under the FLSA.

Pay Periods and Pay Days

All staff are paid twice per month. Paychecks are issued on the 5th and 20th of each month. If the pay date falls on a holiday, then paychecks will be issued the day prior to the regular pay date. If the pay day falls on a weekend day, the paychecks will be issued on the Friday before the weekend.

Meals and Rest Periods

Employees who work five (5) of more hours in a day are provided a generally uninterrupted meal break. The length of the meal break varies depending on your department but is not less than 30, nor more than 60 minutes in length. Employees who are not able to take a break at their discretion are also provided one fifteen-minute break for every four hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public.

Employees who are authorized to work for two or more consecutive hours beyond normal working hours as determined by the employee's department head and who purchase a meal in connection with performing such unscheduled, unplanned overtime will be reimbursed in accordance with the City of Milton's travel, meals and lodging reimbursement policies.

Nursing Mother Breaks

For one year after the birth of a child, employees who are nursing are entitled to breaks of reasonable duration each time the employee has a need to express milk. If the employee utilizes the nursing mother break during a standard 15-minute rest break, she will be paid for the time. If the employee is taking an additional break for the purpose of expressing milk the time will be unpaid. The City of Milton will provide a location, free from intrusion from coworkers or members of the public, which may be used for this purpose. Employees will not be retaliated against for exercising their rights under this policy.

Employee Parking

The City provides parking for employees in identified reserve parking spaces on a first-come-first-serve basis in the City parking lots. City employees are not authorized to park their private automobiles in the central parking area located between City Hall (Building D), the Milton Activity Center/Police Station (Building B) and the Fire Station (Building A). If parking accommodations need to be made, speak with your Department Director. The City does not assume responsibility for vehicles or their contents in these parking areas.

Employee Health and Wellness Benefits

Providing a quality benefit package for our employees is important to the City of Milton. It is our way of saying "thank you" for pledging your commitment to our vision.

Eligibility for Health Benefits

If you enroll in the health plans at the City of Milton you can also enroll your eligible dependents which include your lawful spouse, your spouse's natural or legally adopted children and children for whom you are the legal guardian. Children are eligible up to age 26. Eligibility is determined by the City's health insurance provider and the relevant plan.

Enrolling in Benefits

New employees, who meet the eligibility requirements, are eligible to enroll in the health plans on the first day of the month following date of hire. The City offers three medical plan choices, two dental plan choices, vision and life insurance. Human Resources will go over plan details with you during the onboarding process.

To be eligible you must work at least 20 hours per week. A change of employment status may result in a change in your benefit eligibility.

Your initial date of eligibility is your time to enroll. Otherwise, you must wait until the Annual Open Enrollment period. Open Enrollment is the only time during the year that you may enroll if you previously waived coverage, changed your benefit elections or added/removed dependents from the plan.

If you sign up for benefits you may not drop or change them during the year unless you experience a qualifying event. Any change in coverage at that time must be consistent with the qualifying event.

Retirement Benefit

Employees may retire as so provided under PERS and LEOFF rules. In all instances, the retirement date and all benefits shall be in accordance with DRS rules and state law. Employees shall be required to contribute to Public Employees Retirement System or Law Enforcement Officers and Firefighters Retirement Systems of the state as provided by law and regulation. Rates of contributions may be adjusted from time to time by current state legislation.

Holidays

All full-time regular employees shall be entitled to compensation for holidays in accordance with their Collective Bargaining Agreements or Exempt Policy. (Part-time regular employees shall accrue holiday benefits in direct ratio to hours worked). Dates of the legal holidays will be so designated as celebrated and proclaimed by the State of Washington. The "floating holidays" shall be chosen by mutual agreement by the employee and the Department Director and must be used during the calendar year in which the employee is entitled to these "floating holidays". Refer to your CBA/Exempt policy regarding floating holiday eligibility. In order to be eligible for a holiday

(including “floating holidays”) an employee must be in paid status on the regular workday immediately preceding and immediately following the scheduled holiday. Paid status includes being compensated for sick leave, vacation, bereavement leave, military leave, jury duty, compensatory time, and a regular workday. It also includes being paid for working. If a full-time or part-time regular City employee is required to work on any holiday, such time worked on the regular holiday shall be paid in accordance with their Collective Bargaining Agreements or Exempt Policy. Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. Employees will be eligible for Holiday pay when their scheduled workday falls on a recognized paid holiday.

Religious Holidays

Employees are entitled to two unpaid holidays per calendar year for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee may select the days he or she wishes to take the two unpaid holidays after consultation with his/her Department Director. lf an employee prefers to take the two unpaid holidays on specific days, the employee will be allowed to take those days off unless the absence would cause an “undue hardship” or the employee is necessary to maintain public safety. The term "undue hardship" has the same meaning as defined in WAC 82-56-020, as currently enacted and as amended.

The City will consider the following factors, on a case by case basis, when determining whether granting the request would cause an undue hardship:

- The requesting employee's department or the City's financial resources;
- The number of other employees requesting leave on the same date(s);
- Impact on the City, the requesting employee's department, or public safety;
- Type of operations of the requesting employee's department;
- Nature of the employee's work;
- Any other impact of the City's operation or requesting employee's department due to the employee's absence.

An employee should submit a request for an unpaid holiday to the employee's Department Director a minimum of two weeks before the requested day off. The Department Director will coordinate with Mayor to evaluate requests and consider the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of "undue hardship" as set forth above. These unpaid holidays are available only during a single calendar year, and any unused days will not be carried over to subsequent years.

Leaves and Extended Time Off

Vacation Leave

Refer to CBA/Exempt policy

Temporary and seasonal employees receive only those benefits specifically provided for by state law such as the Washington Paid Sick Leave Act.

Vacation Leave Buy Back

The City allows employees to cash out 40 hours of accrued vacation once a calendar year, so long as 2 workweeks of accrued vacation remain for the benefit of the employee. An employee wishing to utilize this policy must have previously taken a minimum of 2 weeks of accrued vacation time during the calendar year.

Starting the 16th year of service, an employee may cash out 80 hours of accrued vacation once a calendar year, so long as 2 workweeks of accrued vacation remain for the benefit of the employee.

Employees requesting an accrued vacation buy back must fill out the request form and submit to their Department Director for approval. Department Directors submit to Finance Department by November 1st. Requests will be reviewed for budgetary limitations by the Finance Department who will provide the Mayor with a recommendation of final approval. The Mayor will either approve or deny the request and forward it back to the Finance Department by November 30th for processing.

Accrued vacation buy back will be processed with the regular December 5th payroll. Due to payroll processing requirements, no separate check runs will be authorized.

Longevity Pay

Refer to CBA/Exempt policy

Leave Without Pay

Upon written request of the employee, the Mayor may grant a regular employee a leave of absence without pay, not to exceed one year. Approval of such leave shall be in writing and signed by the Mayor. No vacation or sick leave benefits or any other fringe benefits shall accrue while an employee is on leave of absence without pay. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position.

Administrative Leave

On a case-by-case basis, the City in its discretion may place an employee on administrative leave with pay for an indefinite period of time, interests of the City, during the course of an investigation

or other administrative proceeding or when the Mayor otherwise determines it to be in the best interests of the City. The length of an administrative leave is at the Mayor or designee's discretion. The City may require the employee to be available during their regular work shift while on administrative leave.

Sick Leave

All full-time and part-time regular employees shall accrue sick leave. Refer to CBA/Exempt policy for accrual policies. Temporary employees who are not entitled to sick leave under a CBA or City policy shall accrue 1 hour of sick leave for each forty hours worked and accrue and may use the leave as provided for by the Washington Paid Sick Leave Act. A doctor's certificate shall be required when an employee is absent for a period in excess of three (3) days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a serious physical or mental condition which impairs her/his ability to perform the job. Employees who call in sick and/or leave early unexpectedly (regardless of reason) will be taken off "on call" register for 24 hours for each day they call in.

Military Leave

Refer to CBA/Exempt Policy

Jury Duty/Trial Witness Leave

Refer to CBA/Exempt Policy

Bereavement Leave

Refer to CBA/Exempt Policy

Domestic Violence, Sexual Assault, and Stalking Leave

Employees who are victims of domestic violence, sexual assault, or stalking, or who have a family member who is a victim, may take reasonable unpaid leave from work either in continuous blocks of time or intermittently, or continue employment on a reduced work schedule, to take care of related legal or law enforcement needs, to obtain or assist in obtaining medical treatment, social services assistance, or mental health counseling, to participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee or family member. An employee may elect to use sick or vacation time while on leave. For purposes of this policy, family member is defined as child, spouse, parent, parent-in-law, grandparent on either side, or person the employee is dating. Employees must give as much advance notice of the need for the leave as possible. Leave requests must be supported with one or more of the following:

- A police report;
- A court order of protection;

- Documentation supporting a court appearance;
- Documentation from a healthcare provider, domestic violence advocate, attorney, or clergy; or
- An employee's written statement that the employee or employee's family member is a victim and needs assistance.

If the situation does not allow for advance notice, the employee must notify their Supervisor or Department Director no later than the end of the first day that the employee takes leave.

The City of Milton will continue to pay the City's share of health benefits as if the employee were still at work provided the employee pays his or her share of the premium.
At the end of the leave, the employee will be restored to the same position or equivalent position in pay, benefits, terms and conditions unless the employee had a temporary assignment or was hired to work on a limited term project that was completed before or during the leave.

Family Medical Leave Act (FMLA)

The City of Milton complies with the Federal Family and Medical Leave Act of 1993 (FMLA) and all applicable State laws related to family and medical leave including but not limited to the Washington Paid Family and Medical Leave (WAPFML) and the Washington Maternity Disability Regulations (MDR).

Purpose

FMLA requires the city to provide up to 12 weeks of unpaid leave to eligible employees for reasons relating to family and medical care. The MDR provides female employees who are pregnant or have given birth additional weeks of leave for the period in which they are physically sick or temporarily disabled. Regardless of whether an employee is eligible for FMLA leave, she is entitled to MDR.

General Policy

Employees who have been employed by the City for at least 12 months and have worked at least 1,250 hours in the last 12 months are entitled to 12 workweeks of FMLA - qualified leave every 12 months for one or more of the following reasons:

1. A serious health condition that makes the employee unable to perform the essential functions of his or her job;
2. Care for a newborn or a newly adopted child or a newly placed foster child;
3. Care of a spouse, child or parent with a serious health condition;
4. Any qualifying exigency arising when the employee's spouse, child, or parent is called to active military duty or is on active duty. Qualifying exigencies are generally activities related to the active foreign duty or call to foreign duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;

- A period of incapacity of more than three consecutive, full calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;
- A period of incapacity due to pregnancy or for prenatal care;
- A period of incapacity or treatment due to a chronic serious health condition, for a permanent or long-term condition for which treatment may not be effective, or to receive multiple treatments for restorative surgery after an accident or injury or for a condition that would likely result in an incapacity of more than three full, consecutive calendar days in the absence of medical treatment (e.g. chemotherapy for cancer or dialysis for kidney disease).

Selection of FMLA Period

The 12-month period during which an employee is entitled to 12 weeks of FMLA -qualified leave is a "rolling" 12-month period measured backwards from the date an employee uses any FMLA - qualified leave.

Intermittent or Reduced Work Schedule Leave

In certain circumstances, eligible employees may take FMLA intermittently or by reducing their work schedule. If the FMLA is due to the employee's own serious health condition or to care for a family member, the employee may take the leave intermittently or on a reduced work schedule if it is medically necessary. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency arising from a family member's military service. If FMLA leave is to care for a child after the birth or placement for adoption or foster care, employees may take their FMLA leave intermittently or on a reduced work schedule only with the city's permission. Where intermittent leave or reduced-schedule leave is needed for planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the city's operations. Where an employee needs intermittent or reduced-schedule leave based on planned medical treatment, the city may transfer the employee to an alternative position with equivalent pay and benefits that can better accommodate such recurring leave.

Additional Leave for Pregnant Employees

Under the MDR, pregnant employees are entitled to unpaid leave for the period of time that the female employee is physically disabled due to pregnancy and/or childbirth. The period of temporary disability normally lasts six weeks if the pregnancy and childbirth are without complications. With complications, such as required bed rest before childbirth, the period of temporary disability can last longer.

If eligible for FMLA, the pregnancy leave required under MDR runs concurrently (at the same time) with the FMLA and <u>does not</u> extend the 12 weeks of leave allowed under federal law.

Shared Leave When Both Parents Work for the City of Milton

If both parents are employed by the City, they are jointly entitled to a combined total of 12 work-weeks of FMLA -qualified leave in a 12 month period for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. Leave for the birth or for the placement for adoption or foster care must be completed within 12 months of the child's birth or placement.

Additional Leave for Caregivers of Military Personnel

Per FMLA, eligible employees may receive up to 26 weeks of unpaid leave in a 12-month period to care

for an injured military service personnel

- who is the employee's spouse, parent, child, or next of kin;
- who is a current member of the armed forces, including National Guard and Reserves; and
- who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list.

For purposes of this kind of leave, the 12-month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

Notice

An employee seeking to use leave must provide written notice to the Department Director at least 30 days in advance of the need to take the leave when the need is foreseeable. The City may require delay of any leave if the need was foreseeable and proper notice was not given. For leaves that are not foreseeable, the employee should give notice as soon as practical.

When leave is requested in connection with planned medical treatment, the employee must make a reasonable effort to schedule treatment in order to prevent disruptions to City operations.

In addition, employees who need leave for their own or a family member's serious health condition may be asked to provide medical certification from a healthcare provider of the serious health condition, periodic recertification of the serious health condition and when the leave is for an employee's own serious health condition, a certification that the employee is fit to return to work. A second medical certification may be performed by a different doctor at the city's expense. If the second certification differs from the first, the employee and City may mutually select a third healthcare provider paid for by the City, whose opinion will control.

Employees who need leave for qualifying exigency arising from a family member's military leave must provide certification confirming the need for leave.

Employment Protection

Upon return from an FMLA-qualified leave, the employee is entitled to his or her former position or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave). If an employee takes more than 12 weeks of FMLA-qualified leave in any 12-month period, the City reserves the discretion to not return the employee to work after such leave unless otherwise required by law. If the employee chooses not to return to work for any reason, the employee should notify his/her Department Director as soon as possible.

Continuation of Health Insurance

For leave taken under the FMLA, the City must keep the employee on its health insurance coverage, including family coverage if applicable, and continue to pay the City's share of the coverage as if the employee were still at work. The employee must pay his or her share of the premium. The City may cancel coverage if the employee's premium payment is more than 30 days late and the City provides the

employee with written notice at least 15 days in advance advising that coverage will be cancelled if the premium is not received.

Because neither the WAPFML nor the MDR provides for payment of health care premiums, the City is only obligated to maintain coverage at its expense for a maximum of twelve weeks. If the employee fails to return from leave, the City may recover the premiums paid for any coverage unless the failure to return is due to a serious health condition that prevents return, or other circumstances beyond the employee's control.

The taking of FMLA-qualified leave will not result in the loss of any benefits, including seniority or pension rights, accrued before the date on which the FMLA-qualified leave commenced.

Washington Paid Family and Medical Leave

The Washington State Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. PFML benefits will be available starting on January 1, 2020. This policy provides a summary of the PFML program, but employees may obtain additional information at www.paidleave.wa.gov. To the extent an issue is not addressed in this policy, the Employer will administer this benefit program consistent applicable statutes and regulations.

Payroll Deductions

The PFML program is funded through premiums collected by ESD via payroll deductions and employer contributions. The premium rate is established by law; employees are currently responsible for two-thirds of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the Employer will modify payroll practices to reflect those statutory changes.

Eligibility

Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows: Monetary Benefits: In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.

Job Protection: In order to be eligible for job protection under PFML, an employee must meet FMLA eligibility requirements (must have worked for Northwest Center at least 12 months and have worked 1250 hours in the last year).

Leave Entitlement

Eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PMFL leave may be taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is

an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

PFML runs concurrently with FMLA where an absence is covered by both laws. PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought.

PFML Application Process

An employee must apply to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website (www.paidleave.wa.gov). Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

Notification Requirements

An employee must provide written notice to the City of Milton of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the City, ESD will temporarily deny PFML benefits. After receiving the employee's notice of the need for leave, the City will advise the employee whether the employee is eligible for job protection under PFML or FMLA or both.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt business operations.

If taking leave intermittently, an employee must notify the City each time PFML leave is taken so that leave use may be properly tracked.

PFML Monetary Benefits

If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to a maximum of $1,000 per week. ESD's website is expected to include a benefits calculator to assist employees in estimating their weekly benefit amount.

With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week. Employees may use available

accrued Paid-Time-Off (PTO) hours to cover absences during the waiting period.

Supplemental Pay While on Leave

Available vacation and sick leave may be used to supplement your pay while on leave from work during FMLA or Washington Paid Family. Please contact Human Resources to ensure you utilize your benefits in accordance with your preference. The City of Milton will not supplement pay with Paid-Time-Off without employee consent.

Note: Employees do not continue to accrue paid time off when the employee moves to an unpaid status.

> **Vacation and sick hours can be designated as a "supplemental benefit" under the WAPFML law. Employees may use accrued hours to make up the difference between the WAPFML benefit received from ESD and regular pay for a week in which WAPFML leave is taken. The use of supplemental hours is contingent on the employee submitting proof of application for weekly WAPFML benefit and approved for FMLA leave. The City will then coordinate payment of supplemental vacation and sick hours directly with each employee.**

Important note: If an employee uses accrued leave during the initial seven (7) day waiting period before receiving payment from WAPFML, such leave is non-supplemental and must be reported to ESD when filing the weekly WAPFML benefit claim.

Leave Sharing Bank

The City has established a leave sharing plan in which eligible employees may donate excess leave for use by a named fellow employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition. Employees that donate such leave must maintain a minimum of 160 hours sick leave accrual after donation and waive all rights to the donated leave. The benefactor of donated sick leave must have used up all available paid leave before receiving any donated sick leave. This leave can be donated anonymously and doesn't have to be requested by employee in need. Sick leave donations will be reviewed and approved by the Mayor.

Workplace Conduct and Behavior

Violence in the Workplace

As part of our goal to provide a safe environment for our employees and customers, the City of Milton absolutely prohibits any kind of threats or acts of violence in the workplace. We consider such behavior on the part of employees, customers, vendors, or any other individual to be a serious matter.
Threats are generally considered to be an expression of intent to inflict harm. Acts of violence include any physical force intended to harm people or damage property.
As an employee, you are also responsible for:

- Reporting to Human Resources any restraining order, temporary or permanent, which identify any city location as a protected area. You will also need to provide Human Resources with a copy of the restraining order.
- Ensuring that you do not bring any potentially dangerous items – including weapons – to work with you. Weapons of any kind are not allowed in any of the City's workplaces, buildings, or customer sites.

Failure to use good judgment in keeping our workplace free from violence may result in disciplinary action up to and including termination from employment.

Weapons in the Workplace

Weapons (including all firearms and other items capable of harming others) and explosives are prohibited on City premises, including City facility parking lots. Employees are encouraged to promptly report any weapons on City premises to any Director or Human Resources and will not be retaliated against for doing so. This policy does not apply to commissioned police officers.

Personal Appearance and Dress Code

The first impression customers and visitors receive is generally the lasting impression they maintain. Because we are often in close contact with our fellow employees, customers, and visitors, we must be conscious of our appearance and manners. The dress and grooming of City employees should always ensure their safety and well-being on the job. Standards of personal appearance will reflect the needs and expectations of our customers.

Different jobs may have different dress code requirements for the effective performance of job duties (for example, a truck driver needs to wear sturdy footwear); these, too, may be established by the Department Directors. For specific questions related to dress code or personal appearance on the job, employees should talk to their Director. If an employee leaves or is terminated before probation, any clothing/boot allowance that has been paid to them will be deducted from their final check.

The City of Milton reserves the right to determine what is appropriate dress or appearance. Employees who would like to request an accommodation regarding the City rules on dress or appearance for religious reasons should contact their Director.

Drug-Free Workplace

The use of non-prescribed, controlled substances at any time by any employee is a direct threat to the lives and property of citizens and the public health, safety, and welfare of all citizens in the City. Additionally, the use of drugs or alcohol by an employee in a manner that affects his or her job performance or causes an undesirable reflection on the reputation of the City, may lead to disciplinary action, up to and including termination.

Illegal drugs include narcotics, hallucinogens, depressants, stimulants, and other substances capable of creating or maintain adverse effects on a person's physical, emotional, or mental condition. Medication or prescribed drugs are drugs an individual may be taking under the direction of a licensed medical professional in a medical setting to address a specific physical, emotional, or mental condition.

Alcohol or illegal drugs use, or possession is prohibited on City property. Alcohol or illegal drug consumption off City property during working hours is prohibited, and reporting for work or being on duty with a breath/blood alcohol level greater than .000 or under any influence of drugs is a violation of this policy. Employees who appear to be under the influence of alcohol or illegal drugs during working hours may be required to submit to appropriate tests to confirm or deny alcohol consumption or use of illegal drugs.

Failure to submit to testing upon request shall be grounds for disciplinary action, up to and including termination.

An employee who appears at the work site affected by alcohol or illegal drugs may be placed upon administrative leave for the day, followed by disciplinary action, up to termination.

Employees are expected and required to report to work on time and in appropriate mental and physical condition necessary to perform their assigned duties.

The City recognizes drug and alcohol dependency as an illness and a major health problem. The City also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and health insurance plans, as appropriate. Conscientious voluntary effort to seek such help will not jeopardize any employee's job and will not be noted in any personnel records.

Employees must, as a condition of employment, abide by terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conduction City business. A report of conviction must be made within five (5) days following conviction. (This is a requirement per the Drug-Free Workplace Act of 1988.)

Smoking

The City is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. Consistent with this commitment, the City recognizes the mounting scientific evidence of the adverse health effects of tobacco smoke and, in particular, the hazards of environmental tobacco smoke (ETS). Implementing a smoke-free workplace policy eliminates the possibility of exposure to ETS, thereby contributing to a healthier work environment and healthier employees.

The City prohibits smoking of tobacco or any other products by anyone in all City facilities, including City owned buildings, vehicles, and offices or other facilities rented or leased by the City, including employee offices. The City encourages all employees who smoke to enter a smoking cessation program and will support efforts undertaken by such employees. The City may identify an outdoor smoking area that meets the requirements of the Clean Air Act. Infractions of this policy will be handled as a disciplinary issue, using progressive disciplinary measures.

Ethics and Confidentiality

Code of Ethics Policy

The City of Milton upholds, promotes, and demands the highest standards of ethics from its employees for personal integrity, truthfulness, honesty, responsibility and fairness in carrying out their public duties. Employees must avoid any improprieties in their roles as public servants and must never use their City position or powers for personal gain or in breach of the public trust.

What ethical conduct is expected under this policy?
Ethical conduct includes, but is not limited to:

- Acting at all times in the best interests of the community we serve.
- Demonstrating excellence, integrity and responsibility in our work.
- Adhering to the laws of the United States, the state of Washington and the City of
- Milton.
- Providing honest, accurate, timely and complete information.
- Identifying problems and helping create solutions.
- Following City and department policies, procedures and rules.
- Reporting improper conduct.
- Keeping our co-workers safe from retaliation of any kind.
- Abstaining from decisions that could result in a direct benefit to the employee, a relative or co-habitant.

What are the key expectations for employees to comply with this policy?
Employees of the City are expected to:

- Read and understand all employment policies.
- Follow appropriate ethical behaviors as specifically set forth in the employment policies.
- Seek guidance in resolving ethical issues or concerns from their Supervisor, Department Director, Human Resources or the City Attorney.
- Report to their Supervisor, Department Director or Human Resources any conduct by other City employees which may violate this Ethics Policy, any other employment policies or the City's Code.

What are a supervisor's additional responsibilities for complying with this policy?
A Supervisor's additional responsibilities for complying with this policy include:

- Monitoring and ensuring compliance with this Ethics Policy or other employment policies or the City Code.
- Setting an example of exemplary ethical conduct.
- Dealing effectively with ethics concerns that arise in their area.
- Prohibiting retribution or retaliation against any employee who reports or supplies information about, or assists an investigation into, an ethics concern.

OUTSIDE EMPLOYMENT
Employees may engage in paid outside employment, consulting work or self-employment only if the work does not compete with or create a conflict of interest with an employee's duty to the City. To the extent that this policy conflicts with an existing policy of the police department, its collective bargaining agreement or past practice, that policy, agreement or practice will control.

When does outside employment "compete with" City employment?

Outside employment competes with an employee's duty to the City when the work requires an employee's conduct to be disruptive or damaging to the City and/or the City working environment.

Examples of work that may be viewed as competing with City employment include those that:

- May adversely affect job performance at the City, or an employee's ability to fulfill all job responsibilities at the City. Adverse effects may include but are not limited to poor job performance, fatigue or excessive absenteeism or tardiness.
- Interfere with an employee's ability to work his/her normal schedule at the City or prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, and when such availability is a regular part of the employee's job.
- Interfere with responsibilities to the City as the primary employer.
- Involve performing services for customers that are normally performed by City employees. Require working for a competitor, a City grant and/or contract created by the employee, or self-employment that is in competition with the City.
- May require the use of City information, property, facilities and/or systems, such as phones, tools, equipment, etc.
- Involve assisting others in transactions with the City in which the employee has participated, or which has been under their official responsibility.

What is a "conflict of interest"?
Outside employment creates a conflict of interest with an employee's duty to the City when an employee engages in activities for personal gain that compromises the employee's ability to represent the City's best interests.

Examples of activities that may create a conflict of interest include those that:

- Require the use or disclosure of confidential City information.
- Impair objectivity or independent judgment or create an impression of conduct that violates the public trust.
- Involve activities which may appear to conflict with the City's Core Ethics policy and/or other related employment policies.
- Negatively impact the normal course of the employee's official duties.

How does an employee obtain approval to engaging in outside employment?
The employee must provide his/her Supervisor with a written request prior to beginning the employment. The notice should include the dates of employment; the potential employer or, if self-employment, the name of the business; the type of work to be performed; any potential problems the outside employment may cause with City employment; and any actual or perceived competition or conflicts of interest with City employment. The City shall have sole discretion to determine whether the request should be approved.

How will the employee know his or her request has been approved?
The City will provide approval in writing. The City may also require a written agreement with the employee which outlines the type of work that has been approved, discusses any perceived conflict of interest as well as how it may be eliminated, and addresses any other conditions of approval. Employees may not perform any outside employment during the hours they are on duty working for the City.
If an employee accepts outside employment, the City may request information about the employment at any time.

Can an employee use City leave benefits for outside employment needs?
Use of sick, FMLA or Catastrophic leave concurrent with outside employment must be approved by the City.

Can a regular employee work for the City outside their regular job duties?
Yes. However, the employee must obtain approval from Human Resources prior to engaging in such work.

CONFLICTS OF INTEREST
Employees are expected to represent the City in a positive and ethical manner. Employees have an obligation to avoid conflicts of interest or any activity which would give the appearance of a conflict of interest.

What is a "conflict of interest"?
It is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest. The following list is not intended to be exhaustive, but includes some of the clearer examples:

- Employees may not accept any employment relationship which competes with or creates a conflict of interest with a duty to the City.
- Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom an employee regularly transacts City business, who has or seeks a contract with the City, or who desires other official action from the City.
- Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the City may have with that customer, potential customer, or financial institution.
- Misusing confidential City information or disclosing such information to any individual who does not have a need to know the information.
- Using the City's name, account or credit to purchase merchandise for personal use. Using City assets or labor for personal use.

What should an employee do if he or she learns of a situation that is a conflict of interest or may appear to be a conflict of interest?
Any conflict or potential conflict of interest must be disclosed to an employee's immediate Supervisor, the Department Director or Human Resources as soon as possible.

What if an employee is offered or receives a gift?
Any and all gifts received by a City employee at any time during the year should be given to the employee's immediate Supervisor or the Department Director with an explanation of the circumstances surrounding receipt of the gift. If possible, the Supervisor or Department Director will return the gift to the sender with a written expression of thanks and an explanation of the City policy concerning gifts. A copy of the letter will be sent to the Mayor or Designee.
If returning or refusing a gift would be impractical (such as food, flowers or plants), the Supervisor will take the item to a recognized relief/assistance organization or make the item available for the enjoyment of all employees or members of the public in the employee's work area. The Supervisor will also send a thank you card to the person or company that provided the gift explaining what was done with the gift.

Are there any situations when an employee may accept a gift?
Yes, under limited circumstances. Items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference, are acceptable. Employees should make every effort to use

such items in the workplace instead of taking them home. In addition, meals may be purchased or provided for City employees at business meetings as long as there is a justifiable work-related purpose for the meeting.

NEPOTISM

To avoid the reality or appearance of improper influence or favoritism, two employees who are dating or are in the same immediate family may be employed by the City *unless* such employment would create a real or potential conflict of interest.

What relationships are included in this policy?

For the purposes of this policy, relationships under this policy may include employees dating each other, the employee's spouse, domestic partner, child, domestic partner's children, mother, father, brother, sister, step family, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household, other than roommates.

Each employee must inform his/her immediate Supervisor or Department Director immediately if they enter into a relationship which may create a conflict of interest under this policy.

What is a "conflict of interest"?

A conflict of interest exists where the City has a compelling and essential need to avoid a business-related conflict of interest or the reality of appearance of improper influence or favor. A conflict of interest always exists under the following circumstances:

Where one of the individuals would have authority (or practical power) to supervise, appoint, remove or discipline the other.

Where one of the individuals would be responsible for leading, auditing, overseeing, or guiding the work of the other.

A conflict of interest may also exist in other situations such as where both employees would report to the same immediate Supervisor.

What if a reassignment, transfer or promotion would create a conflict of interest?

The City will actively seek solutions to prevent a conflict and still allow the reassignment, transfer or promotion.

What will happen if two City employees establish a relationship (as defined in this policy)?

If a conflict or potential conflict exists due to the new relationship, the City will attempt to find a suitable accommodation to eliminate the conflict. If accommodations are not feasible, the employees will be given 30 calendar days to determine which of them will resign. If no decision is made during this time, the City reserves the right to make the decision.

POLITICAL ACTIVITIES

Employees shall not use or authorize the use of City facilities, property or assets for working on campaigns for the election of any person to any office or for the promotion of, or opposition to, any ballot proposition, except as authorized by the provisions of RCW 42.17.130.

What types of activities are prohibited under this policy?

City employees are prohibited from using their official position to unlawfully influence, interfere with, or affect the results of an election. Therefore, no employee or group of employees, while representing themselves as City employees, shall campaign for or against any political candidate or ballot measure, or endorse or oppose a political advertisement, broadcast, statement or campaign literature except as allowed

by state and federal law. Nothing in this section prohibits a City employee from personally supporting or opposing any candidate for public office during off-duty hours.

Can an employee display or distribute campaign paraphernalia at work?
No. Employees shall not display or distribute partisan literature, political buttons, stickers, banners, etc., during work hours or on City property or in City vehicles.

May an employee testify as a private citizen at public hearings or meetings regarding issues affecting the City?
Yes. If the employee's testimony is given during non-work hours and the employee discloses that he or she is testifying as a private citizen and not a City employee.

SOLICITATION FOR CHARITIES AND NON-PROFIT FUND-RAISERS
Most forms of solicitation on City property or during work time are prohibited. The City may, in its sole discretion, make exceptions to this policy when it is determined to be in the best interest of the City (e.g., United Way fund drive).

"Solicitation" is the requesting of an employee's time or resources for any cause, whether by an individual or group, and regardless of whether for financial or non-financial reasons. Solicitation may involve individuals or groups engaging in direct sales, recruitment, placing of signs and posters, and other activities resulting in the anticipated benefit of the individual or group.

What types of solicitation may be allowed under this policy?
Employees may solicit contributions to charitable or non-profit community, youth or educational fundraisers so long as it does not cause undue disruption of the work environment. The use of City facilities or equipment to solicit contributions (e.g., via bulletin board postings) requires prior authorization from the employee's Department Director.

WHISTLEBLOWER PROTECTION
Public employees have an obligation to assure that government in general, and their departments in particular, perform ethically, as well as efficiently and effectively. City employees are prohibited from engaging in improper governmental action and are encouraged to report suspicious, unethical or illegal conduct or any other suspected improper governmental action taken by other employees, Supervisors or officers. Employees who make good faith reports of improper governmental action will be protected from intimidation or retaliation for making a report.

Why does the City have a whistleblower program?
The whistleblower program holds City employees accountable for their actions. The policy also protects employees who make good faith reports of improper governmental action. And, most importantly, the program stops inappropriate and illegal governmental actions.

What is "improper governmental action"?
Improper governmental action is any action taken by a City employee, Supervisor, Department Director or officer that is:
A violation of any federal, state or local law or rule;
An abuse of authority;
A gross waste of public funds (including use of public funds for private gain); or
A substantial and specific danger to public health or safety.
Improper governmental action does not include personnel actions or decisions, disciplinary actions,

violations of collective bargaining or civil service laws, or violations of labor agreements.

Who can report improper governmental action?
Any employee working for the City may report suspected improper governmental actions through this Whistleblower program. This includes regular and temporary employees as well as elected officials.

Is there any information that does not fall under the Whistleblower Protection Policy?
Yes. This policy does not authorize disclosure where prohibited by law.

How should an employee report suspected improper governmental action?
To report suspected improper governmental action, an employee should take the following steps:

- Submit a written report of the action to any Department Director, the City Attorney, Risk Manager or Human Resources. The report should describe the suspected improper governmental action, the name of the employee(s) involved, and when the action occurred. In cases of an emergency (an immediate risk of injury or damage to property), the matter should be immediately brought to the attention of one of these individuals and followed by a written report.
- If an employee reports a suspected governmental action to the appropriate person and no action is taken, or the employee is not satisfied with the action taken, a report may then be made to the governmental agency responsible for investigating the improper action (see attached list of governmental agencies).

Will the reporting employee's identity remain confidential?
Yes. The identity of a reporting employee shall be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of his/her identity in writing.

Can an employee be prohibited from filing a report of improper governmental action with another governmental agency?
No. Direct or indirect interference or attempts to interfere with filing a report is prohibited.

What actions will the City take if an employee reports improper governmental action?
The City will conduct an investigation of the alleged suspicious, unethical or illegal conduct or other improper governmental action. If it is determined that improper governmental action did occur, the City will take appropriate action and immediately report known or suspected loss of public funds or assets, or other illegal activity to the State Auditor's Office.

What is "intimidation"?
Intimidation occurs when a City employee, Department Director, Supervisor or Officer uses his or her official authority or influence to threaten or coerce an employee for the purpose of interfering with that employee's right to report improper governmental action.

What is "retaliation"?
Retaliation is inflicting injury on an employee by making adverse changes to employment status or to the terms and conditions of employment because the employee made a report of improper governmental action or was believed to have made a report of improper governmental action. Under this definition, retaliation can take many forms. Examples of retaliatory action include, but are not limited to, unwarranted disciplinary action, unsubstantiated poor performance evaluations, reduction in pay, denial of a promotion, unwarranted termination of employment, or harassment.

What should an employee do if he or she is subjected to intimidation or retaliation?

Employees should provide a written report of any suspected intimidation or retaliation along with the relief requested to a Supervisor, Department Director or Human Resources.

If an employee complains about retaliation but is not satisfied with the City's response, is there an appeal process?
Yes. An employee is eligible to use the appeal process if the following conditions are met:
The complaint of retaliation was made within 30 days of the alleged retaliatory action;
The City did not respond within 30 days of the complaint or the employee received a response within 30 days but was not satisfied with the response.

What is the appeal process?
If the conditions outlined in this policy are met, the employee may request a hearing before a state administrative law judge. The request for hearing must be delivered to Human Resources or the Mayor's office within 15 days of receiving the response from the City or within 15 days of the last day on which the City could respond to the complaint of retaliation.

Do Supervisors and Department Directors have any additional responsibilities under this policy?
Yes. As with any policy, Supervisors and Department Directors are responsible for enforcement. Under this particular policy, Supervisors and Department Directors are required to report any knowledge of improper governmental action to Human Resources including, but not limited to, a complaint received from an employee.

PENALTIES
Any employee who violates or fails to comply with this Ethics Code shall be subject to the following penalties:
Disciplinary action
Any employee whose conduct, after an opportunity to be heard, is determined by the Mayor or designee to be in violation of the Ethics Code may be subject to disciplinary action, including termination.
Discharge
Any appointed official who violates or fails to comply with any provision of the Ethics Code may be discharged by appointing authority.

Voiding of contract or transaction
Any contract or transaction which is the subject of an official act or action of the City in which there is a prohibited interest by the Ethics Code, or which involves a violation of the Ethics Code shall be voidable at the option of the City Council.

Post Accident/Incident Drug & Alcohol Testing Decision Making Form

The form is to be completed by the supervisor who responds to the accident/incident.

Employee Name	Employee Department
Name of Investigating Supervisor	Date of Accident/Incident
Investigating Supervisor Signature	Time of Accident/Incident

Treat All Injuries First

1. **Is there a fatality?** Check appropriate box below.

Test. Instructions on next page ← YES ☐ NO ☐ ↓

2. **Did any vehicle (bus or other) incur *disabling damage?*** Check appropriate box below.
Disabling damage means: damage that precludes departure of any vehicle from the scene of the event in its usual manner in daylight after simple repairs.

← YES ☐ NO ☐ ↓

3. **Did anyone suffer bodily injury and *immediately* receive medical treatment away from the scene of the accident or incident?** Check appropriate box below.
Immediately means: Treatment required within the leg of the trip in which the accident or incident occurred. Transportation to medical facility can be by any means.

YES ☐ ↓ NO ☐ →

4. **Can the employee's performance be *completely discounted* as a contributing factor to the accident/incident? *Decision must be made using the best information available at the time of the decision.*** Check appropriate box below.
Completely discounted means: a determination that an employee's actions or inactions in no way contributed to the accident/incident. (Chargeability, liability or fault, the employee's state of mind, or potential motives should not be considered when making a determination).

YES ☐ ↓ NO ☐ → **Test.** Instructions on next page

☐ Employee can be completely discounted. **Supervisor must document in detail the reason for the decision not to test.**

↓

5. **Are there specific contemporaneous indicators characteristic of drug and/or alcohol use in the employee's appearance, behavior, speech, or body odor?** Check appropriate box below.

Complete Reasonable Suspicion Checklist on following page ← YES ☐ ↓ NO ☐ ↓

6. **Could the performance of another safety-sensitive employee have contributed to the accident/incident?** Check appropriate box below.

YES ☐ ↓ NO ☐ ↓

Contact Patrick Mendiola | Process Complete

Testing is required

If the employee is injured and has been taken for medical treatment, contact Patrick Mendiola

Business Hours	After Hours
Monday – Friday 8:00 a.m. – 4:30 p.m.	
Supervisor transports employee to Multicare Fife. Both Alcohol and Drug testing completed at this location.	Call 888-280-5513 Wait for tone, leave name and call back number.
Complete notice of testing form	Complete notice of testing form
No appointment or advance notification is necessary	

Date and Time Employee and Supervisor arrive at Multicare.-Fife.

_____

If applicable, document in detail the reason the alcohol test was not completed within 2 hours.
If applicable, document in detail the reason the alcohol test was not completed within 8 hours.
If applicable, document in detail the reason the drug test was not completed within 8 hours.
If applicable, document in detail the reason the drug test was not completed within 32 hours.

After testing is complete:

- ☐ If appropriate, transport employee back to the City of Milton to complete post-accident related paperwork.
- ☐ If supervisor and/or employee determine that the employee is not able to safely drive home, arrange for transport.
- ☐ Employee will remain off work until HR clears them to return to work.
- ☐ Schedule an accident debrief with the Superintendent at the earliest convenient time.

CITY OF MILTON
RESOLUTION 20-1938

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, ADOPTING THE UPDATED EMPLOYEE HANDBOOK.

WHEREAS, the City of Milton has an Employee Handbook for City of Milton Employees, which was last updated and adopted on August 2016, and

WHEREAS, the Employee Handbook is not intended to be a contract, expressed or implied, or any type of promise or guarantee of specific treatment upon which employees may rely, nor a guarantee of employment of any specific duration. Due to the City's small size, some exceptions to the Employee Handbook may need to be made on a case-by-case basis as the Mayor deems appropriate; and

WHEREAS, the Employee Handbook has been recently updated to reflect changes in benefits, applicable laws and regulations, and current policies and practices;

NOW, THEREFORE, the City Council of the City of Milton, Washington, does hereby resolve as follows:

Section 1. That the updated Employee Handbook, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted as the City's personnel policies and shall be applicable to all employees, appointed and elected city officials unless preempted by state or federal law or in conflict with an existing employment contract or collective bargaining agreement.

Section 2. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Milton, Washington, at a regularly scheduled meeting thereof this 19th day of October 2020.

_____
Shanna Styron Sherrell, Mayor

Attest/Authenticated:

_____
Trisha Summers, City Clerk

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Agenda Item #6D

To: City Councilmembers

From: Mayor Styron Sherrell

Date: October 19, 2020

Re: **Update to Employee Handbook**

ATTACHMENTS: 1. Ordinance 1994-20

TYPE OF ACTION:

☐ Information Only ☐ Discussion ☒ Action ☐ Expenditure Required

Recommendation/Action: "I move to adopt the attached Ordinance 1994-20, repealing and reenacting the provisions of Chapter 2.74 regarding Personnel Manual and Procedures and repealing the provisions of Ordinance 1386 in order to clarify the deletion of certain incorporated provisions of former city code."

Issue: Chapter 2.74 of the Milton Municipal Code contained items that have now been adopted as part of the newly updated Employee Handbook. Chapter 2.74 is no longer relevant and will be managed through the Employee Handbook and changes to it will be adopted by Resolution in the future.

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CITY OF MILTON WASHINGTON

ORDINANCE NO. 1994-20

AN ORDINANCE OF THE CITY OF MILTON CITY COUNCIL REPEALING AND REENACTING THE PROVISIONS OF CHAPTER 2.74 REGARDING PERSONNEL MANUAL AND PROCEDURES; REPEALING THE PROVISIONS OF ORDINANCE NO. 1386 IN ORDER TO CLARIFY THE DELETION OF CERTAIN INCORPORATED PROVISIONS OF FORMER CITY CODE; AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, while by statute the Mayor directs the day-to-day activities of the City, only the City Council may approve salary and benefits and reserves its right to do so as part of the annual budget process and the adoption of the budget; and

WHEREAS, the provisions of the budget or the annual salary ordinance shall control over any contrary provision of the approved personnel manual of policy which shall also conform to Collective Bargaining Agreements approved by the City Council,

NOW THEREFORE, the City Council of the City of Milton do ordain as follows:

Section 1. Chapter 2.74, Personnel Policies and Procedures Manual, is hereby repealed in its entirety and in its place the following Chapter 2.74, Personnel Policies is hereby enacted:

Chapter 2.74

PERSONNEL POLICIES

2.74.010 Mayor Authorized to Adopt Employee Handbook. The Mayor is hereby authorized, in the furtherance of the powers of the Office of Mayor established by RCW Chapter 35A.12.100, to enact and amend an Employee Handbook which directs the day-to-day activities of the employees of the City and incorporates appropriate administrative procedures. The City Council specifically reserves its budgetary authority to adopt and approve any changes in salary or benefits as a part of the City budget process and the adoption of

an annual salary ordinance therein, as well as through the approval of Collective Bargaining Agreements with employee representative units.

Section 2. The provisions of Section 3 of Ordinance No. 1386 are hereby repealed in their entirety. Said section, incorporating by reference certain provisions of the prior Milton Municipal Code, are superseded by this ordinance.

Section 3. 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 19th day of October 2020, and approved by the Mayor, the 19th day of October 2020.

_____
SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

_____
TRISHA SUMMERS, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY /s/ W. Scott Snyder
W. Scott Snyder, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 1994-20