



**CITY COUNCIL MEETING AGENDA  
Council Chambers, 1000 Laurel Street**

**Monday  
May 9, 2016**

**Special Meeting  
7:00 p.m.**

- 1. Call to Order**
- 2. Roll Call of Council Members**
- 3. Presentation**
  - a. Milton Days Donation**
- 4. Appointments to Boards and Commissions**
- 5. 7:15 pm – Recess to Executive Session**

The City Council will hold an executive session for approximately 30 minutes to discuss negotiations of the IBEW Local 483 labor contract as per RCW 42.30.140(4)(b).

- 6. Study Items**
  - a. Contract Approval – SS911**
  - b. Planning Commission Work Plan**

**7. Adjournment**

**Note:** Public comment is generally not taken at Study Sessions. However, on some occasions, public comments may be allowed at the discretion of the Mayor. The public may also submit written communications, via letters or emails to [dperry@cityofmilton.net](mailto:dperry@cityofmilton.net). Any item received by noon on the day of the meeting will be distributed to Council.

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



To: City Council Members  
From: Mayor Debra Perry  
Date: May 9, 2016  
Re: Appointments to Boards and Commissions

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**ATTACHMENT:** Application to Parks Board – Kassandra Crabb  
Application to Planning Commission – Mark Hutson  
Letter inviting Reappointment to Planning Commission – Wendy McMillan

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Expenditure Required:

**Recommendation/Action:** “I move to confirm the Mayor’s volunteer board and commission appointments as follows:

- Kassandra Crabb to the Park Board for a term to expire 12/31/2020.
  - Mark Hutson to Planning Commission Vacant Position #1 for a term to expire 5/31/2017.
  - Wendy McMillan reappointment to Planning Commission #7 for a new term to expire 5/31/2022.”
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**Issue:** Confirmation of the Mayor’s appointments to boards and commissions.

Mailed March 11th



1000 Laurel Street \* Milton, WA 98354  
Phone: (253) 922-8733 \* Fax (253) 922-2385

**APPLICATION FOR PUBLIC SERVICE**  
**(Please Print)**

Position Applied For: Parks Board Date: 3-7-16

Name: Kassandra Crabbe

Address: PO Box 777 / 94 26th Ave Ct

Home Phone: <sup>253</sup> 224-7978 Work Phone: \_\_\_\_\_ E-mail Kassycatt21@yahoo.com

City Resident?  Yes  No How Long? 1997 Registered Voter?  Yes  No

Name of Employer: TRA medical Imaging

Employer Address: 1304 S Fawcett, Suite 100 Tacoma

Educational Background: B.A - Interdisciplinary Arts + Science - UWT

Professional Experience: SHRM - Board, HR Generalist

Organization Affiliations: SHRM, WickedStangs

Why Are You Seeking Appointment? I want to be more involved in my community and make a difference.

Is There Any Reason You Would Be Unable to Attend Meetings?  Yes  No

If yes, please explain: \_\_\_\_\_

General Remarks/Comments: \_\_\_\_\_

\_\_\_\_\_

Signature: K Crabbe

| <b>OFFICIAL USE ONLY</b>    |                    |
|-----------------------------|--------------------|
| Confirmed by Council: _____ | Term to End: _____ |
| (Date)                      | (Date)             |
| Remarks: _____              |                    |
| _____                       |                    |



1000 Laurel Street \* Milton, WA 98354  
Phone: (253) 922-8733 \* Fax (253) 922-2385

## APPLICATION FOR PUBLIC SERVICE (Please Print)

Position Applied For: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

City Resident?  Yes  No How Long? \_\_\_\_\_ Registered Voter?  Yes  No

Name of Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Educational Background: \_\_\_\_\_

Professional Experience: \_\_\_\_\_

Organization Affiliations: \_\_\_\_\_

Why Are You Seeking Appointment? \_\_\_\_\_

\_\_\_\_\_

Is There Any Reason You Would Be Unable to Attend Meetings?  Yes  No

If yes, please explain: \_\_\_\_\_

General Remarks/Comments: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

### **OFFICIAL USE ONLY**

Confirmed by Council: \_\_\_\_\_ Term to End: \_\_\_\_\_  
(Date) (Date)

Remarks: \_\_\_\_\_  
\_\_\_\_\_



April 1, 2016

Office of the Mayor  
Debra Perry  
[deperry@cityofmilton.net](mailto:deperry@cityofmilton.net)  
253-517-2705

Ms. Wendy McMillan  
810 Queens Street  
Milton, WA 98354

Dear Wendy,

You have been a valued member of the Planning Commission since 2013, and I appreciate your service to the City of Milton.

Planning Commission terms run for six years. However, as your appointment was a continuation of a vacated seat, your term is set to expire May 31, 2016.

I hope you are finding your time on the Commission to be worthwhile to you as it is to the City. I would be pleased to accept your application for re-appointment, which can be made simply with a phone call or email to Katie.

If you have decided to step down, please also advise Katie so we can begin to seek a replacement. I am hopeful this is not the case.

Again, thank you for your service.

Respectfully,

A handwritten signature in blue ink, appearing to be "Debra Perry", is written over a light blue horizontal line.

Mayor Debra Perry

**City of Milton 1000 Laurel Street Milton, WA 98354 – 253-922-8733 – [cityofmilton.net](http://cityofmilton.net)**

Mayor & Chief Operating Officer Debra Perry  
Police Chief / City Administrator Tony Hernandez

Director of Finance Betty Garrison  
Director of Public Works and Community Development Aaron Nix



**To:** Mayor Perry and City Council Members  
**From:** Chief Hernandez  
**Date:** May 9, 2016  
**Re:** **Contract Approval – South Sound 911**

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**ATTACHMENTS:** Contract for Services  
2016 Allocation Term Sheet

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing  Expenditure

**Fiscal Impact Statement:** The City adopted the 2016 Budget allocating \$150,000.00 for the emergency dispatch contract. The contract before you increases that expenditure to \$169,352.50. The additional \$19,352.50 will need to be funded by increasing the Criminal Justice budget. The increase to the budget will come to Council with the next Budget Amendment. This may decrease the anticipated ending balance if it cannot be covered from an increase in revenue or decrease in another allocated expenditure.

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**Issue:** South Sound 911 has been the provider of emergency dispatch services for the City of Milton for one year. At the time services began, it was known that additional costs for Information Services would be added; those costs will begin to be charged on June 1, 2016.

**Background:** From 2006 to early 2015, the City of Milton had contracted with the City of Fife for emergency dispatch. In April, 2015, that contract was reassigned to South Sound 911. Until now, the previous Fife contract amount of \$122,510 per year was continued to SS911.

**Discussion:** As discussed during budget season, the City of Milton was made aware of SS911's intended increase in costs and services, allocated specifically to information services including Records Management System (RMS) modules and operations, public disclosure services, and warrant services. It was not known at that time how much the increase would be, and City Council allocated \$150,000 total for 2016 in anticipation of these increases.

SS911 has now notified us of the actual annual costs for these additional services. For 2016, some of these services will not begin until June 1 and have therefore been prorated.

One service, Warrants, has been provided all year and is therefore being charged the full annual amount. These figures are shown in the Table below:

| <b>Service</b>             | <b>Annual Cost</b>                                   |
|----------------------------|--|
| Information Services:      |  |
| Core Services - Technology | \$ 21,220.00 (prorated cost – service begins 6/1/16) |
| Core Services - Operations | \$ 12,442.50 (prorated cost – service begins 6/1/16) |
| Public Services            | \$ 1,330.00 (prorated cost – service begins 6/1/16)  |
| Warrant Services           | \$ 11,850.00   |
| Total Information Services | \$ 46,842.50   |
| Communications             | \$122,510.00   |
| Total Agency Allocation    | \$169,352.50   |

As mentioned above, City Council budgeted \$150,000 for these costs in the 2016 budget. The actual costs are \$169,352.50, necessitating an approval for a \$19,352.50 increase to the 2016 budget.

**SOUTH SOUND 911  
LAW ENFORCEMENT  
SERVICE AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 (hereinafter “SS911”) and the MILTON POLICE DEPARTMENT, (hereinafter “Law Enforcement Agency”) for public safety communications and other services as provided herein.

WHEREAS, Pierce County, the City of Tacoma, the City of Lakewood, the City of Fife, the City of Puyallup and Pierce County Fire Protection District NO. 3 (West Pierce Fire & Rescue) (together referred to as the “Member Agencies”) have created an interlocal agency called South Sound 911; and

WHEREAS, the purpose of SS911 is to provide communications services and other services as authorized by the Member Agencies; and

WHEREAS, SS911 may provide services to non-Member Agencies; and

WHEREAS, Law Enforcement Agency is a criminal justice agency as defined in RCW 10.97;

NOW, THEREFORE the Parties hereto agree as follows:

1. Effective Date and Duration. This Agreement shall be effective on January 1, 2016, and shall be automatically renewed on January 1 of each year unless sooner terminated under the provisions provided herein.
2. Services. SS911 agrees to provide services as selected by Law Enforcement Agency as part of the annual review process described below. Current services include:
  - A. Law Enforcement Information Services
    - i. Core Technology
    - ii. Core Operations
    - iii. Public Service
    - iv. Warrant Service
  - B. Law Enforcement Communications.

A description of service and its terms and conditions shall be provided as part of the annual review. By selecting a service, Law Enforcement Agency agrees to abide by the applicable terms and conditions.
3. Annual Review. On an annual basis, SS911 will provide Law Enforcement Agency with a description of services for the upcoming year and any applicable terms and conditions. By selecting a service, Law Enforcement Agency agrees to abide by the applicable terms and conditions.
4. Fees for Services. Law Enforcement Agency agrees to pay quarterly for services based on the rates established by the current SS911 cost allocation model.

5. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its Member Agencies and its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

6. Termination. This Agreement may be terminated, without cause, by either Party upon written notice to the other Party of at least 180 calendar days. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by SS911.
7. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

| <b>SS911</b>  | <b>LAW ENFORCEMENT AGENCY</b> |
|---|-------------------------------|
| Janet Caviezel<br>South Sound 911<br>Budget & Finance Manager<br>955 Tacoma Avenue South, Suite 102<br>Tacoma, WA 98402 | Name:<br><br>Address:         |
| Phone: (253)798-2970  | Phone:                        |
| Fax: (253)798-7874  | Fax:                          |
| Email: Janet.Caviezel@SouthSound911.org   | Email:                        |

8. Miscellaneous Provisions.
- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.



**2016 Allocation Term Sheet  
For  
Public Safety Communications and Information Services  
Between  
South Sound 911 and Milton Police Department (Law Enforcement Agency)**

**INFORMATION SERVICES:**

**Core Services**

**Number of Commissioned Officers:** 13                      Effective January 1, 2016

**Public Service**

**Agency Population:** 7,385                      Effective January 1, 2016

**Warrant Services**

**Number of Commissioned Officers:** 13

**COMMUNICATIONS SERVICES:**

**Calls for Service (2 year):** 8,705

| <b>Service</b>                    | <b>Annual Cost</b>                                   |
|-----------------------------------|--|
| Information Services:             |  |
| Core Services - Technology        | \$ 21,220.00 (prorated cost – service starts 6/1/16) |
| Core Services - Operations        | \$ 12,442.50 (prorated cost – service starts 6/1/16) |
| Public Services                   | \$ 1,330.00 (prorated cost – service starts 6/1/16)  |
| Warrant Services                  | \$ 11,850.00   |
| <b>Total Information Services</b> | <b>\$ 46,842.50</b>                                  |
| Communications                    | \$122,510.00   |
| <b>Total Agency Allocation</b>    | <b>\$169,352.50</b>                                  |

**SOUTH SOUND 911**

**MILTON POLICE DEPARTMENT**

\_\_\_\_\_  
Andrew E. Neiditz                      Date  
Executive Director

\_\_\_\_\_  
Print Name: Debra Perry                      Date  
Print Title: Mayor  
Address: 1000 Laurel St, Milton, WA 98354

Approved as to Budget:

\_\_\_\_\_  
Janet Caviezel  
Budget & Finance Manager

Approved as to Form:

\_\_\_\_\_  
Peter Beckwith  
Legal Advisor

## **Information Services**

### **1. South Sound 911 Services**

#### **A. Service Options:**

- i. Core Technology which includes RMS modules such as Field Based Reporting, Supervisor Review Queues, Electronic Distribution and others used by Patrol, Investigations and Police Administration.
- ii. Core Operations which include Archiving, Data Entry, Distribution and Statistical Reporting.
- iii. Public Service which includes a public counter for citizens and businesses to obtain public disclosure documents, fingerprint services, concealed pistol licenses and process pistol transfers.
- iv. Warrant Service which includes the entry, confirmation, maintenance and validation of any Warrants or Orders.

### **2. Responsibilities**

- A. Law Enforcement Agency shall comply with the standard operating procedures for information services as may be established from time to time by SS911.
- B. Law Enforcement Agency is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.
- C. SS911 has sole authority to determine which of its information, data bases and/or computer systems will be subject to access by Law Enforcement Agency.
- D. Data or information generated by Law Enforcement Agency in the possession of SS911 is the property of Law Enforcement Agency. SS911 may use this information for the benefit of SS911 law enforcement operations. At Law Enforcement Agency's request, SS911 will maintain and archive this information but SS911 will retain all control as to the methods used for retention, archiving and retrieval of such information.
- E. SS911 shall maintain control over its personnel, including all policies and procedures relating to personnel.
- F. The Parties agree that they will act in strict accordance with the provisions of the Criminal Records Privacy Act, RCW 10.97, the Public Disclosure Act, RCW 42.56, and all other laws and regulations that govern the use and dissemination of information accessed, stored, or utilized in connection with this agreement. SS911 will comply with the Washington State Archives Records Management Retentions Schedule in conjunction with Law Enforcement Agency. Any modification or variance to this standardized retention will be the responsibility of the Law Enforcement Agency. The parties will ensure that their officers, employees, and agents comply with such laws and regulations, take steps to physically secure information and access to information, properly dispose of information through approved methods of physical destruction, and limit access to information to those persons who are authorized by law to do so.
- G. SS911 is authorized to audit Law Enforcement Agency's use of the services, and further, is authorized to immediately disconnect or terminate Law Enforcement Agency's use of services in the event of any violation.

## Communications Services

### 1. South Sound 911 Services

- A. Receive and accept emergency and routine police calls from within the boundaries of areas served by Law Enforcement Agency.
- B. Handle calls according to the procedures established by SS911.
- C. Maintain radio and support communications with Law Enforcement Agency from the time of the initial call and provide additional assistance as needed within customary support as provided by SS911.
- D. Record and maintain a record of radio and telephone communications relating to all emergency incidents as required by SS911.
- E. The services to be provided by SS911 shall be provided twenty-four (24) hours per day; seven (7) days per week, during the term of this agreement.

### 2. Responsibilities

- A. Law Enforcement Agency shall comply with the standard operating procedures for services as may be established from time to time by SS911.
- B. Law Enforcement Agency is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.
- C. Law Enforcement Agency shall provide and/or maintain, at its expense, a licensed operational radio base transmitter with appropriate controls and the designated telephone communication line to SS911.
- D. Any changes to unit identification system by must be mutually agreed upon by the parties.



**To:** Mayor Perry and City Council Members  
**From:** Mark Howlett, P.E., Interim Public Works Director  
**Date:** May 9, 2016  
**Re:** Planning Commission Work Plan

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**ATTACHMENTS:** Draft Planning Commission Work Plan

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing  Expenditure

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**Issue:** The Planning Commission Work Plan will be discussed.

**Discussion:** Attached is a draft of the Planning Commission's Work Plan for the near future.

**CITY OF MILTON PLANNING COMMISSION - WORK PLAN PLANNER**

| Date               | Day/Time                        | Meeting Topics   |
|--------------------|---------------------------------|--|
| May 14, 2016       | Saturday 9:00 a.m.              | PSRC Comprehensive Plan Update   |
| May 25, 2016       | Wednesday 7:00 p.m.             | Substandard Lots   |
|                    |                                 | SR-167 Project Update  |
|                    |                                 | Low Impact Development   |
| June 22, 2016      | Wednesday 7:00 p.m.             | Substandard Lots   |
|                    |                                 | Street Standards   |
|                    |                                 | Nuisance Vehicle Code  |
|                    |                                 | Low Impact Development   |
| July 27, 2016      | Wednesday 7:00 p.m.             | Substandard Lots   |
|                    |                                 | Bike Route Map   |
|                    |                                 | Low Impact Development   |
| August 20, 2016    | Saturday 10:00 a.m. - 4:00 p.m. | Planning Commission Booth at Milton Days   |
| August 24, 2016    | Wednesday 7:00 p.m.             | Tree Code Revisions  |
| September 28, 2016 | Wednesday 7:00 p.m.             | Discuss <b>Upcoming Meeting Dates</b> for October, November and December and January 2017 Retreat              |
| October 26, 2016   | Wednesday 7:00 p.m.             |  |
| November 23, 2016  | Wednesday 7:00 p.m.             |  |
| December 28, 2016  | Wednesday 7:00 p.m.             | Election of Officers   |
| January 2017       |                                 | Commission's Retreat   |
| February 2017      |                                 |  |
| March 2017         |                                 | Review any privately initiated Comprehensive Plan amendments submitted between January 1 and February 28, 2017 |
| April 2017         |                                 | Discussion on pending Planning Commissioner'(s) term of service expiration                                     |
| May 2017           |                                 |  |
| June 2017          |                                 |  |

**Dates and Topics are Subject to Change**

**Modified: April 29, 2016**