



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

**September 15, 2014
Monday**

**Next Ordinance: 1849-14
Next Resolution: 14-1852**

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

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

Citizens may comment on any topic that is not on the Regular Agenda. To comment, please raise your hand to request recognition by the Chair. Once so recognized, please step to the podium and state your name and address for the record before making your comments. Also, please limit your comments to no more than three (3) minutes.

The public may comment on individual agenda items on the Regular Agenda prior to Council's action.

The public may also submit written communications, via letters or emails to dperry@cityofmilton.net. Any item received by noon on the day of the meeting will be distributed to Council.

- 5. Event Committee Appointment**
- 6. Consent Agenda**

A. Minutes – Approval of the minutes of:

- i. 9/3/14 Regular Meeting
- ii. 9/8/14 Study Session

B. Claims Approval:

- i. Approval of the checks/vouchers numbers 55620-55695 in the amount of \$ 279,917.69.

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 prior to the meeting.

Thank you.

- ii. Approval of the payroll disbursement of 9/5/14 in the amount of \$220,572.20.

7. Regular Agenda

- A. New Pole Attachment Agreement
- B. 2015 Revenue Estimates
- C. Park Levy Agreement – King County
- D. Activity Center Reroof – Bid Award

8. City Administrator Report

9. Council Reports

10. Mayor's Report

11. 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 prior to the meeting.

Thank you.

PENDING COUNCIL AGENDA CALENDAR (Dates are Subject to Change) FOR PLANNING PURPOSES ONLY

October 2014			
Mon 10/06	7:00 pm	Regular Meeting	A. Presentations – Police a. SS911 Update b. Fleet Management B. 3rd Qtr Financial Report C. Additional Well Drilling Bid Award
Mon 10/13	7:00 pm	Special Meeting Study Session	A. Revenue Estimates – <i>Public Hearing</i> B. Tax Levies for 2015 – <i>Consent</i> C. Budget Review – General Fund by Department D. Amending Access Tract Code – <i>Ordinance</i>
Mon 10/20	7:00 pm	Regular Meeting	A. 2015 Proposed Budget – <i>Public Hearing (#1)</i> B. Cost of Service Analysis (COSA) – Electric C. Amendments to Building/Fire Codes
Mon 10/27	7:00 pm	<i>Tentative</i> Study Session	A. 2015 Budget
November 2014			
Mon 11/03	7:00 pm	Regular Meeting	A. Budget Review – Other Funds
Mon 11/10	7:00 pm	Special Meeting Study Session	A. 2015 Proposed Budget – <i>Public Hearing (#2)</i> B. Meet with Staff
Mon 11/17	7:00 pm	Regular Meeting	A. 2015 Budget – <i>Final Public Hearing</i> B. 2015 Budget – <i>Adoption</i> C. Marijuana Regulations – <i>Action</i> D. Planning Commission 2015 Work Plan
December 2014			
Mon 12/01	7:00 pm	Regular Meeting	
Mon 12/08	7:00 pm	Study Session	
Mon 12/15	7:00 pm	Regular Meeting	
January 2015			
Mon 1/5	7:00 pm	Regular Meeting	
Mon 1/12	7:00 pm	Study Session	
TUESDAY 1/20	7:00 pm	Regular Meeting	
February 2015			
Mon 2/2	7:00 pm	Regular Meeting	
Mon 2/9	7:00 pm	Study Session	
TUESDAY 2/17	7:00 pm	Regular Meeting	
March 2015			
Mon 3/2	7:00 pm	Regular Meeting	
Mon 3/9	7:00 pm	Study Session	
Mon 3/16	7:00 pm	Regular Meeting	
April 2015			
Mon 4/6	7:00 pm	Regular Meeting	
Mon 4/13	7:00 pm	Study Session	
Mon 4/20	7:00 pm	Regular Meeting	



To: City Council Members
From: Debra Perry, Mayor
Date: September 15, 2014
Re: Appointment to Event Committee

ATTACHMENT:

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Issue: Confirmation of the Mayor's appointments to the Event Committee.

Discussion: Sandy Parr has resigned from the Event Committee due to conflicting responsibilities. She has been a valuable member of the committee for the past year, and we would welcome her future involvement in city activities.

Mayor Perry is recommending the appointment of Tony Bennest to fill the vacancy left by Sandy.

Recommendation/Action: "I move to approve the Mayor's appointment of Tony Bennest to the Event Committee for a term to expire May 31, 2015."



Regular Meeting
Tuesday, September 2, 2014
7:00 p.m.

CALL TO ORDER

Mayor Perry called the meeting to order at 7:03 p.m. and led the flag salute.

ROLL CALL

Present: Mayor Perry, Mayor Pro Tem Taylor, Councilmembers Whalen, Ott, Morton, and Zaroudny

Absent Councilmembers Jones and Manley

STAFF PRESENT

City Administrator Langford, City Attorney Park, Public Works Director Neal, Finance Director Tylor, Police Chief Hernandez, and City Clerk Bolam

ADDITIONS / DELETIONS

Mayor Perry added the “Swearing-in of Police Chief Hernandez.”

Swearing-in of Police Chief Hernandez

Mayor Perry swore in Chief Hernandez. Chief Hernandez thanked Council and the citizens of Milton for his appointment.

CITIZEN PARTICIPATION

Speaker	Address	Comments
Lenni Geiger	Owner – retail space since 1991	Space has been empty the last 2 years mainly due to zoning prohibitions of 2 nd -hand stores; requests a waiver from the conditional use permit requirements.

Katrina Asay	2206 Thea Ct	<p>Requests that council consider an item that hasn't been looked at for 12 years. The mayor's salary has remained at \$1500 since at least 2002.</p> <p>Comparisons are nearly impossible – towns this size have very different needs and requirements of their mayor.</p> <p>She hopes council will consider this during budget discussions this year. At a minimum place to start, she recommends \$2600/month. Her method for arriving at that number is the well-publicized movement for minimum wage to be \$15/hour. Personally, she feels that the mayor's position is worth more than minimum wage, but consideration should be at least at that level.</p>
Jacquelyn Whalen	Planning Commission	<p>Brief update on Milton Days from Planning Commission booth perspective. The storm water booth attracted many children, allowing the Planning Commission staff to ask questions. Most comments centered on sidewalks, quiet life, and low density.</p>
Katrina Asay	Police Foundation	<p>The foundation meets the 3rd Monday of the month. Will be planning the appreciation dinner. The fund raising committee worked the Milton Days jail event, which raised about \$200.</p>

CONSENT AGENDA

Approval of:

- A. Minutes
 - a. August 4, 2014 Regular Meeting
 - b. August 12, 2014 Study Session
- B. Voucher and Payroll Approval
 - a. Checks/vouchers 55492-55597 for 414,584.68.
 - b. Payroll of 8/5/14 and 8/20/14 for \$368,349.07.
- C. National Recovery Month – Proclamation
- D. King County Striping

COUNCILMEMBER MORTON MOVED, seconded by Mayor Pro Tem Taylor, to approve the Consent Agenda – **Passed 5/0**.

PUBLIC HEARING

- A. Marijuana Regulations

Mayor Perry opened the public hearing at 7:19 pm.

City Administrator Langford introduced this item, providing background information.

Speaker	Address	Comments
Jacki Strader	1809 13 th Ave	Supports the moratorium and thanks council for studying the issue. Main concern is the potential effect on electric and water utilities. Please draft any future ordinances to protect citizens from these impacts.

Mayor Perry closed the public hearing at 7:21 pm.

REGULAR AGENDA

A. Access Tract Corridors

Director Neal explained that council postponed this item to this date, and staff now requests another postponement.

COUNCILMEMBER WHALEN MOVED, seconded by Mayor Pro Tem Taylor, to postpone this item to the October 13 special meeting.

Councilmember Whalen respects the time staff needs to adequately prepare this item.

The motion was voted on and passed 5/0.

B. Electric Curtailment Equipment Purchase

Director Neal explained the past year's negotiating that has transpired in partnership with other electric utilities, which was related to a large blackout that occurred on the east coast a few years ago. New resulting federal regulations have led to the need for this equipment purchase. She explained that the 2014 budget includes a line item for \$35,000 for this purpose, which was a best-guess; the actual cost will be \$50,000. She answered council members' questions.

COUNCILMEMBER OTT MOVED, seconded by Councilmember Whalen, to approve the expenditure of up to \$50,000 for the purchase and installation of equipment that will enable city staff to curtail electrical load as necessary. **Passed 5/0.**

C. New Pole Attachment Agreement

Director Neal explained the background and necessity for this updated agreement, which is longer and includes additional legal and financial protections for the city. This draft will be presented in final form at another meeting for Council approval, unless Council chooses to approve in draft form tonight. Some discussion ensued. Council would like this item brought back again later.

D. Council Report Protocol

City Administrator Langford explained the origin of this item.

Mayor Pro Tem Taylor addressed his purposes for bringing this item forward. The concern originated with the marijuana regulations discussion. He reminded all that council reports are not for further comment on an agenda item that has already been discussed, that there are certain items that should be brought directly to staff rather than in open council forum, and there are liability issues that can sometimes be a concern.

Councilmember Whalen supported Mayor Pro Tem's comments.

Council agreed that it is appropriate to use the council report forum to seek a second from other council members for an item to be brought forward.

Council expressed appreciation for the comfort level that exists to speak openly, and that the privilege to do so does sometimes lead to the need to be reminded of the obligations and responsibilities of the office.

Mayor Perry commended council on this discussion and the comfort level that was mentioned, which leads to a lot of good work getting done by this council. She said that council consensus for staff resources is important, and council is welcome to speak to any staff as needed.

CITY ADMINISTRATOR REPORT

- Working with new police chief on transfer of command – going very well.
- In the past week, had two interactions with people who reported what a pleasant experience they have had working with the permitting staff of Milton, particularly in contrast to some surrounding jurisdictions.

COUNCIL REPORTS

- Councilmember Morton
 - Request to Director Neal for an update on projects
 - Regarding public comment request for zoning change – some background before even considering making changes
- Councilmember Whalen
 - Meridian is coming out very nice. Seeing Edgewood city signs going up. Would like Milton city signs.
 - Update Milton logos on all city vehicles and badges, etc.
 - Thanked department directors for report – helps to see the photos included. Appreciates the police activity reports being emailed.
 - Heard lots of praise for Milton Days.
- Councilmember Ott
 - Congratulations to Chief Hernandez. Request SS911 system updates.
 - Milton Days an amazing time. The volunteer time and effort is commendable.
 - Upcoming events – VFW dinner coming to Mill Ridge Village.
 - Kudos to the water department – great presentation at Milton Days!

- Councilmember Zaroundny
 - Milton Days was spectacular – Milton Community Park has never looked better! One request for improvement is to further emphasize activities for children, both younger and older ages. Heard great compliments toward the Event Committee by the vendors.
 - Handed out a report on marijuana-regulations processes from the City of Pacific.
- Mayor Pro Tem Taylor
 - August 23 attended the Tacoma Rail open house – 100 year anniversary. Relationship between the port and the rail system was interesting.
 - Milton Days was the best, with many great volunteers. The gas shuttle carts worked great. Appreciates the donation of the Milton Days signs by Edgewood Karate.

MAYOR'S REPORT

- Appreciated Milton Days – it flowed very smoothly. The team of volunteers and all city departments worked together so well.
- Budget season has arrived!

ADJOURNMENT

Adjourned at 8:40 p.m.

Debra Perry, Mayor

ATTEST:

Katie Bolam, City Clerk

[Back to Agenda](#)



Study Session
Monday – September 8, 2014
7:00 p.m.

CALL TO ORDER

Mayor Perry called the special meeting to order at 7:00 p.m.

ROLL CALL

Present: Mayor Perry, Mayor Pro Tem Taylor, Councilmembers Whalen, Jones, Ott, Morton, Manley, and Zaroudny

Absent: None

STAFF PRESENT

Interim City Administrator Langford, Public Works Director Neal, Finance Director Tylor, City Clerk Bolam

ACTION ITEMS

A. Street Standards

Director Neal explained this study item.

Councilmember Whalen explained that his primary focus is local access.

Discussion included:

- taking fees in lieu of improvements and the desire of developers who don't want the improvements, preferring the character of the unimproved street
- encouraging the definition of neighborhood or local streets, as opposed to a thoroughfare
- the code requirement for 3" of roadway on low-traveled streets
- how long it may take to change the standards
- how to designate which streets to improve
- parking of commercial vehicles in residential areas and in front of homes
- use of speed bumps
- possibility of placing triggers for improvement requirements

Mayor Perry asked council what steps they'd like taken on this subject:

- Councilmember Manley – have Planning Commission work on it in 2015 – work more with chart to define incentive for certain streets
- Councilmember Zaroudny – have Planning Commission work on it in 2015 – no rush – leaning toward differentiating between streets
- Councilmember Morton – definitely look at it further to make changes – sending to the Planning Commission is fine if that's best
- Councilmember Ott – definitely look at further
- Mayor Pro Tem Taylor – have Planning Commission work on it in 2015 – no rush
- Councilmember Jones – likes the in-lieu option – need to review further for changes
- Councilmember Whalen – have Planning Commission work on it in 2015 – work toward changes
- Mayor – perhaps look more into identifiable neighborhoods, as Milton once was

B. Fire Services

Interim City Administrator Langford introduced this item and welcomed Chief Thorson. He is looking for ways to get the most out of the current agreement, and pointed to the possibility of opening the agreement for modifications.

Chief Thorson emphasized his commitment to be more attentive to this agreement. He responded to the specific items on the agenda bill:

- Very willing to sit down and look at any modifications to the agreement.
- Hydrants – rest of the district is on a 3-year rotation – Milton is on a one-year rotation, which started earlier this year in response to council concerns.
- Inspections – they are meeting contract language. Staffing in prevention is too low for annual inspections, which is not in the contract, and there are no plans for more personnel. The city and district can talk about ways to improve with existing staff levels.

Council pointed out that Milton enjoyed the fire marshal annual inspections before contracting with EPFD, and were surprised that under the contract that went away.

Discussion ensued regarding the allowance of court workers for hydrant maintenance while volunteer fire-fighters are not allowed. The method of testing a hydrant was explained, and the reasoning for allowing this task to be completed by non-union means.

Councilmember Ott stated his high concern about the lack of routine inspection services, at least semi-annually.

Chief Thorson handed out the latest run-statistics report and briefed the council on how to read and understand it.

Mayor Perry expressed appreciation for EPFD's participation in Milton Days.

Councilmember Whalen thanked the EPFD staff for their concerned response and care to Milton's citizens.

Mayor Perry asked about a timeline for staffing the station. Chief Thorson said that alarms will drive that timing, and it will eventually happen. The opening of Stoneridge will be a challenge and necessitate a thorough staffing review.

ADJOURNMENT

Adjourned at 8:40 p.m.

Debra Perry, Mayor

ATTEST:

Katie Bolam, City Clerk

[Back to Agenda](#)

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL

Back to Agenda

I HEREBY CERTIFY THAT THE EXPENDITURES SHOWN BELOW REFLECT THE TRUE AND CORRECT EXPENDITURES TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THE EXPENDITURES BELOW TO BE VALID AND CORRECT.

Finance Director

DATE

Claim Vouchers:

Payroll Disbursements:

Date	Check #	Amount
8/27/2014	55645, 55647-55654, 55656	17,233.58
8/29/2014	ACH Online	39,197.09
8/30/2014	US Bank Online	15,395.12
9/3/2014	55620-55644, 55646 & 55657-55673	45,259.71
9/5/2014	55674-55695	1,443.17
9/6/2014	ACH Online	161,389.02

Date	Check #	Amount
9/5/2014	3761-3763	1,994.63
9/5/2014	ACH (Direct Deposit)	93,443.71
9/5/2014	3764-3769	3,462.91
9/5/2014	ACH (Benefits)	121,670.95

Total Accounts Payable: \$ 279,917.69 Total Payroll: \$ 220,572.20

Void Check 55546 & 55533

Printer Error 55655, 55598-55619

WE, THE UNDERSIGNED COUNCILMEMBERS OF THE CITY OF MILTON, WASHINGTON, DO HEREBY CERTIFY AND APPROVE THE PAYROLL AND CLAIM VOUCHERS FOR THE TOTAL AMOUNT OF:

\$500,489.89

Dated:

September 15, 2014

 COUNCILMEMBER

 COUNCILMEMBER

 COUNCILMEMBER

 COUNCILMEMBER

Accounts Payable



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
55650	CenturyLink	8/27/2014	General Fund	001-19-528-800-42	81414	Phones	\$ 105.38
55650	CenturyLink	8/27/2014	Police	001-21-521-200-42	81414	Phones	\$ 105.37
CenturyLink Total							\$ 210.75
55651	Data Bar Incorporated	8/27/2014	Electric	401-30-533-110-49	210090	Past Due Statements	\$ 214.38
55651	Data Bar Incorporated	8/27/2014	Water	403-30-534-110-49	210090	Past Due Statements	\$ 177.78
55651	Data Bar Incorporated	8/27/2014	Storm	406-30-553-110-49	210090	Past Due Statements	\$ 130.72
Data Bar Incorporated Total							\$ 522.88
55649	DeVera Marcelo	8/27/2014	Community Event	116-79-573-901-41	81514	Milton Days Entertainment	\$ 500.00
DeVera Marcelo Total							\$ 500.00
55652	EES CONSULTING	8/27/2014	Electric	401-31-533-100-41	30922	Milton COSA Study	\$ 2,810.00
EES CONSULTING Total							\$ 2,810.00
55648	Fife City of	8/27/2014	Planning	001-58-558-600-41	143566	Contract Planning Services July 2014	\$ 4,399.00
Fife City of Total							\$ 4,399.00
55653	KPG	8/27/2014	Planning	001-58-558-600-41	74814	2014 Milton Comprehensive Plan Update	\$ 7,297.75
KPG Total							\$ 7,297.75
55647	Miller Shaun	8/27/2014	Water	403-34-534-500-49	80414	CDL Endorsement - Reimbursement	\$ 42.50
55647	Miller Shaun	8/27/2014	Storm	406-38-553-350-49	80414	CDL Endorsement - Reimbursement	\$ 42.50
Miller Shaun Total							\$ 85.00
55654	Okawa Reed	8/27/2014	Police	001-21-521-200-41	82114	Reserve Officer Ad - TNT - Reimbursement	\$ 310.50
Okawa Reed Total							\$ 310.50
55656	Prof Claims Intervention Svcs	8/27/2014	Employee Benefit	001-17-517-670-41	4852	Claim Mgt Fee	\$ 1,000.00
Prof Claims Intervention Svcs Total							\$ 1,000.00
55645	Unum Life Insurance	8/27/2014	Employee Benefit	001-17-517-381-46	81814	Leoff Life Ins	\$ 97.70
Unum Life Insurance Total							\$ 97.70
8/27/2014 Total							\$ 17,233.58
0	Allen Sandra	8/29/2014	Court	001-12-512-500-41	14-Aug	Judge Services Monthly Year	\$ 4,000.00
Allen Sandra Total							\$ 4,000.00



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
0	Dept of Revenue WA State	8/29/2014	Police	001-21-521-200-35	14-Jul	Tax Owed - Lawpro	\$ 13.06
0	Dept of Revenue WA State	8/29/2014	Police	001-21-521-200-35	14-Jul	Tax Owed - Galls 153269	\$ 21.15
0	Dept of Revenue WA State	8/29/2014	Community Event	116-00-386-001-00	14-Jul	Sales Tax Received	\$ 37.85
0	Dept of Revenue WA State	8/29/2014	Electric	401-31-533-100-53	14-Jul	Excise Tax	\$ 10,880.39
0	Dept of Revenue WA State	8/29/2014	Electric	401-32-533-500-35	14-Jul	Tax Owed - Tigerdirect J18828590102	\$ 27.77
0	Dept of Revenue WA State	8/29/2014	Water	403-33-534-100-53	14-Jul	Excise Tax	\$ 8,763.34
0	Dept of Revenue WA State	8/29/2014	Water	403-34-534-500-35	14-Jul	Tax Owed Tigerdirec -t J8828590102	\$ 83.31
0	Dept of Revenue WA State	8/29/2014	Water	403-34-534-550-31	14-Jul	Tax Owed - DSC #92460	\$ 16.99
0	Dept of Revenue WA State	8/29/2014	Storm	406-37-553-310-53	14-Jul	Excise Tax	\$ 944.66
	Dept of Revenue WA State Total						\$ 20,788.52
0	Discovery Benefits	8/29/2014	Employee Benefit	001-17-517-310-49	475600-in	Employee Benefits Program/FSA	\$ 15.60
	Discovery Benefits Total						\$ 15.60
0	Jive Communications Inc	8/29/2014	Administration	001-13-513-100-42	227969	Phone Service	\$ 76.55
0	Jive Communications Inc	8/29/2014	Finance	001-14-514-230-42	227969	Phone Service	\$ 44.65
0	Jive Communications Inc	8/29/2014	Facilities	001-18-518-300-42	227969	Phone Service	\$ 12.76
0	Jive Communications Inc	8/29/2014	Police	001-21-521-200-42	227969	Phone Service	\$ 421.02
0	Jive Communications Inc	8/29/2014	Building	001-24-558-500-42	227969	Phone Service	\$ 38.27
0	Jive Communications Inc	8/29/2014	Engineering	001-32-532-100-42	227969	Phone Service	\$ 12.76
0	Jive Communications Inc	8/29/2014	Planning	001-58-558-600-42	227969	Phone Service	\$ 25.52
0	Jive Communications Inc	8/29/2014	Activity Center	001-73-575-500-42	227969	Phone Service	\$ 6.38
0	Jive Communications Inc	8/29/2014	Parks	001-76-576-600-42	227969	Phone Service	\$ 25.52
0	Jive Communications Inc	8/29/2014	Streets	101-00-542-900-42	227969	Phone Service	\$ 63.79
0	Jive Communications Inc	8/29/2014	Electric	401-30-533-110-42	227969	Phone Service	\$ 38.27
0	Jive Communications Inc	8/29/2014	Electric	401-31-533-100-42	227969	Phone Service	\$ 12.76
0	Jive Communications Inc	8/29/2014	Electric	401-32-533-500-42	227969	Phone Service	\$ 178.61
0	Jive Communications Inc	8/29/2014	Water	403-30-534-110-42	227969	Phone Service	\$ 38.28
0	Jive Communications Inc	8/29/2014	Water	403-33-534-100-42	227969	Phone Service	\$ 12.75
0	Jive Communications Inc	8/29/2014	Water	403-34-534-500-42	227969	Phone Service	\$ 153.10
0	Jive Communications Inc	8/29/2014	Storm	406-30-553-110-42	227969	Phone Service	\$ 12.76
0	Jive Communications Inc	8/29/2014	Storm	406-37-553-310-42	227969	Phone Service	\$ 38.27
0	Jive Communications Inc	8/29/2014	Storm	406-38-553-350-42	227969	Phone Service	\$ 38.27
0	Jive Communications Inc	8/29/2014	Motor Pool	501-00-548-300-42	227969	Phone Service	\$ 25.52
	Jive Communications Inc Total						\$ 1,275.81
0	Ogden Murphy Wallace	8/29/2014	Legal	001-15-515-200-41	714025	Employment Contracts	\$ 292.50
0	Ogden Murphy Wallace	8/29/2014	Legal	001-15-515-200-41	714016	Jovita Condemnation	\$ 306.00
0	Ogden Murphy Wallace	8/29/2014	Legal	001-15-515-200-41	714016	Routine Services	\$ 9,270.00
	Ogden Murphy Wallace Total						\$ 9,868.50
0	Shell Fleet Plus	8/29/2014	Facilities	001-18-518-300-32	09-080614	Fuel	\$ 81.85
0	Shell Fleet Plus	8/29/2014	Police	001-21-521-200-32	24-080614	Fuel	\$ 159.13
0	Shell Fleet Plus	8/29/2014	Parks	001-76-576-600-32	09-080614	Fuel	\$ 245.53



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
0	Shell Fleet Plus	8/29/2014	Streets	101-00-542-900-32	01-080614	Fuel	\$ 27.50
0	Shell Fleet Plus	8/29/2014	Streets	101-00-542-900-32	12-080614	Fuel	\$ 42.75
0	Shell Fleet Plus	8/29/2014	Streets	101-00-542-900-32	03-080614	Fuel	\$ 43.78
0	Shell Fleet Plus	8/29/2014	Streets	101-00-542-900-32	06-080614	Fuel	\$ 48.74
0	Shell Fleet Plus	8/29/2014	Streets	101-00-542-900-32	10-080614	Fuel	\$ 114.50
0	Shell Fleet Plus	8/29/2014	Electric	401-32-533-500-32	08-080614	Fuel Credit	\$ (25.23)
0	Shell Fleet Plus	8/29/2014	Electric	401-32-533-500-32	05-080614	Fuel	\$ 171.98
0	Shell Fleet Plus	8/29/2014	Electric	401-32-533-500-32	08-080614	Fuel	\$ 1,022.12
0	Shell Fleet Plus	8/29/2014	Water	403-34-534-500-32	01-080614	Fuel	\$ 55.00
0	Shell Fleet Plus	8/29/2014	Water	403-34-534-500-32	12-080614	Fuel	\$ 85.50
0	Shell Fleet Plus	8/29/2014	Water	403-34-534-500-32	03-080614	Fuel	\$ 87.57
0	Shell Fleet Plus	8/29/2014	Water	403-34-534-500-32	06-080614	Fuel	\$ 97.44
0	Shell Fleet Plus	8/29/2014	Water	403-34-534-500-32	05-080614	Fuel	\$ 171.98
0	Shell Fleet Plus	8/29/2014	Water	403-34-534-500-32	10-080614	Fuel	\$ 229.01
0	Shell Fleet Plus	8/29/2014	Water	403-34-534-550-32	04-080614	Fuel	\$ 312.25
0	Shell Fleet Plus	8/29/2014	Storm	406-38-553-350-32	01-080614	Fuel	\$ 27.50
0	Shell Fleet Plus	8/29/2014	Storm	406-38-553-350-32	12-080614	Fuel	\$ 42.75
0	Shell Fleet Plus	8/29/2014	Storm	406-38-553-350-32	03-080614	Fuel	\$ 43.78
0	Shell Fleet Plus	8/29/2014	Storm	406-38-553-350-32	06-080614	Fuel	\$ 48.72
0	Shell Fleet Plus	8/29/2014	Storm	406-38-553-350-32	10-080614	Fuel	\$ 114.51
Shell Fleet Plus Total							\$ 3,248.66
8/29/2014 Total							\$ 39,197.09
0	US Bank	8/30/2014	General Fund	001-00-389-000-02	8284-080714	Purchased in Error - Reimbursed by Employee	\$ 1.09
0	US Bank	8/30/2014	General Fund	001-00-389-000-02	4659-080714	Accidental Purchase - Reimbursed by Employee Rcpt#412384	\$ 6.13
0	US Bank	8/30/2014	General Fund	001-00-389-000-02	7647-080714	Accidental Purchase - Reimbursed by Employee Rcpt #412391	\$ 93.52
0	US Bank	8/30/2014	Administration	001-13-513-100-49	3089-080714	Notary Package - NNA Services	\$ 145.00
0	US Bank	8/30/2014	Facilities	001-18-518-300-31	6838-080714	Garden Hose - Lowes	\$ 7.63
0	US Bank	8/30/2014	Facilities	001-18-518-300-31	6838-080714	Drywall & Taping Knife - Lowes	\$ 22.93
0	US Bank	8/30/2014	Facilities	001-18-518-300-31	6838-080714	Blinds PW Office - Blinds Galore	\$ 42.89
0	US Bank	8/30/2014	Facilities	001-18-518-300-48	6838-080714	Rekey Lock and Additional Keys for AC Closet - Milo's	\$ 21.86
0	US Bank	8/30/2014	General Fund	001-19-518-100-31	7907-080714	Fuel - Police Chief Selection Process	\$ 66.71
0	US Bank	8/30/2014	General Fund	001-19-518-100-43	7907-080714	Bridge Toll - Police Chief Selection Process	\$ 5.50
0	US Bank	8/30/2014	General Fund	001-19-518-100-43	5017-080714	Meals - Police Chief Interviews - Daves	\$ 20.77
0	US Bank	8/30/2014	General Fund	001-19-518-100-43	5017-080714	Coffee - Police Chief Interviews - Albertsons	\$ 49.07
0	US Bank	8/30/2014	General Fund	001-19-518-100-43	7907-080714	Lodging - Police Chief Selection Process	\$ 76.59
0	US Bank	8/30/2014	General Fund	001-19-518-100-43	7907-080714	Travel Meals - Police Chief Selection Process	\$ 88.18
0	US Bank	8/30/2014	General Fund	001-19-518-100-43	7907-080714	Food for Police Chief Interviews - Safeway	\$ 101.60
0	US Bank	8/30/2014	General Fund	001-19-518-100-43	5017-080714	Pizza - Police Chief Interviews - Milton Tavern	\$ 215.07
0	US Bank	8/30/2014	General Fund	001-19-518-900-45	6481-080714	Keyboard - Amazon	\$ 23.18
0	US Bank	8/30/2014	General Fund	001-19-518-900-45	6481-080714	Archive Storage	\$ 110.00
0	US Bank	8/30/2014	Police	001-21-521-200-31	4659-080714	Parts Return - Kustom Signals	\$ (49.00)
0	US Bank	8/30/2014	Police	001-21-521-200-31	6895-080714	Concrete Mix - Probuild	\$ 3.27
0	US Bank	8/30/2014	Police	001-21-521-200-31	4659-080714	Phone Case - Amazon	\$ 7.95



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
0	US Bank	8/30/2014	Police	001-21-521-200-31	8284-080714	Filing Supplies - Rite Aid	\$ 8.71
0	US Bank	8/30/2014	Police	001-21-521-200-31	6598-080714	Filing Supplies - Rite Aid	\$ 17.60
0	US Bank	8/30/2014	Police	001-21-521-200-31	6598-080714	Icemaker Kit and Supplies - Lowes	\$ 17.78
0	US Bank	8/30/2014	Police	001-21-521-200-31	2647-080714	Phone Case - Amazon	\$ 36.79
0	US Bank	8/30/2014	Police	001-21-521-200-31	8100-080714	Protective Phone Cover - Radioshack	\$ 54.69
0	US Bank	8/30/2014	Police	001-21-521-200-31	8284-080714	Phone Case - Verizon	\$ 54.69
0	US Bank	8/30/2014	Police	001-21-521-200-31	6598-080714	Recorder - Radioshack	\$ 65.63
0	US Bank	8/30/2014	Police	001-21-521-200-31	6598-080714	Tank for Steamvac - Amazon	\$ 83.50
0	US Bank	8/30/2014	Police	001-21-521-200-32	6598-080714	Fuel	\$ 101.01
0	US Bank	8/30/2014	Police	001-21-521-200-32	6671-080714	Fuel	\$ 119.33
0	US Bank	8/30/2014	Police	001-21-521-200-32	6747-080714	Fuel	\$ 191.95
0	US Bank	8/30/2014	Police	001-21-521-200-32	6473-080714	Fuel	\$ 236.59
0	US Bank	8/30/2014	Police	001-21-521-200-32	6758-080714	Fuel	\$ 252.33
0	US Bank	8/30/2014	Police	001-21-521-200-32	8284-080714	Fuel	\$ 317.53
0	US Bank	8/30/2014	Police	001-21-521-200-32	6887-080714	Fuel	\$ 399.46
0	US Bank	8/30/2014	Police	001-21-521-200-32	2647-080714	Fuel	\$ 400.82
0	US Bank	8/30/2014	Police	001-21-521-200-32	6630-080714	Fuel	\$ 433.88
0	US Bank	8/30/2014	Police	001-21-521-200-32	8100-080714	Fuel	\$ 436.52
0	US Bank	8/30/2014	Police	001-21-521-200-32	4659-080714	Fuel	\$ 492.99
0	US Bank	8/30/2014	Police	001-21-521-200-32	6614-080714	Fuel	\$ 508.65
0	US Bank	8/30/2014	Police	001-21-521-200-36	6598-080714	HDMI Cables - Radioshack	\$ 30.61
0	US Bank	8/30/2014	Police	001-21-521-200-36	6614-080714	Camera(Elect Dept) - Electrocitiy	\$ 1,165.00
0	US Bank	8/30/2014	Police	001-21-521-200-41	6614-080714	Mobilelock HDG	\$ 19.95
0	US Bank	8/30/2014	Police	001-21-521-200-43	6473-080714	Bridge Toll	\$ 5.50
0	US Bank	8/30/2014	Police	001-21-521-200-43	6630-080714	Travel Meal - Firearms Instructor Course	\$ 12.00
0	US Bank	8/30/2014	Police	001-21-521-200-43	6630-080714	Travel Meal- Firearms Instructor Course	\$ 16.00
0	US Bank	8/30/2014	Police	001-21-521-200-43	6630-080714	Travel Meal - Firearms Instructor Course	\$ 17.08
0	US Bank	8/30/2014	Police	001-21-521-200-43	6630-080714	Travel Meal - Firearms Instructor Course	\$ 23.00
0	US Bank	8/30/2014	Police	001-21-521-200-43	6630-080714	Lodging - Shilo Inn - Firearms Instructor Course	\$ 310.44
0	US Bank	8/30/2014	Police	001-21-521-200-48	6473-080714	Car Wash	\$ 5.00
0	US Bank	8/30/2014	Police	001-21-521-200-48	6598-080714	Carwash - Accord	\$ 5.00
0	US Bank	8/30/2014	Police	001-21-521-200-48	6614-080714	Car Wash	\$ 5.00
0	US Bank	8/30/2014	Police	001-21-521-200-48	6614-080714	Refrigerator Repair - Appliance Zone	\$ 33.14
0	US Bank	8/30/2014	Police	001-21-521-200-48	4659-080714	Oil Change #417	\$ 46.25
0	US Bank	8/30/2014	Police	001-21-521-201-31	6598-080714	Tasers - Proforce	\$ 231.16
0	US Bank	8/30/2014	Police	001-21-521-201-31	6630-080714	Ammunition - Glock	\$ 700.16
0	US Bank	8/30/2014	Police	001-21-521-202-49	6598-080714	NWTC Regristration	\$ 175.00
0	US Bank	8/30/2014	Police	001-21-521-202-49	6598-080714	CPR Training Registration - PD - Baker Performance LLC	\$ 2,100.00
0	US Bank	8/30/2014	Building	001-24-558-502-49	6556-080714	Registration WABO Meeting - DHerron	\$ 60.00
0	US Bank	8/30/2014	Parks	001-76-576-600-31	6838-080714	Fittings for Impact Sprinkler - Probuild	\$ 7.31
0	US Bank	8/30/2014	Parks	001-76-576-600-31	5084-080714	Parts for Triangle Park Irrigation Repairs - Lowes	\$ 12.12
0	US Bank	8/30/2014	Parks	001-76-576-600-31	5084-080714	Parking Lot Landcape Cover - Del's	\$ 17.48
0	US Bank	8/30/2014	Parks	001-76-576-600-31	7647-080714	Topsoil - Triangle Park - Tagro	\$ 50.37
0	US Bank	8/30/2014	Parks	001-76-576-600-31	7647-080714	Topsoil - Triangle Park - Tagro	\$ 50.37
0	US Bank	8/30/2014	Parks	001-76-576-600-31	3097-080714	Materials for Triangle Park Landscape - Home Depot	\$ 91.75



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
0	US Bank	8/30/2014	Parks	001-76-576-600-31	5084-080714	Parts for Triangle Park Irrigation Repairs - Lowes	\$ 105.05
0	US Bank	8/30/2014	Parks	001-76-576-600-32	6838-080714	Fuel	\$ 55.68
0	US Bank	8/30/2014	Streets	101-00-542-900-31	7647-080714	Materials for ADA Viewing Area Construction - Lowes	\$ 4.88
0	US Bank	8/30/2014	Streets	101-00-542-900-31	6820-080714	Supplies for First Aid Kit - Rite Aid	\$ 5.88
0	US Bank	8/30/2014	Streets	101-00-542-900-31	3097-080714	Materials for ADA Sidewalk MW - Home Depot	\$ 7.97
0	US Bank	8/30/2014	Streets	101-00-542-900-31	3097-080714	Parts to Replace Broken Irrigation Head MW - Home Depot	\$ 13.27
0	US Bank	8/30/2014	Streets	101-00-542-900-31	3097-080714	Materials for ADA Sidewalk MW - Valley Construction	\$ 15.32
0	US Bank	8/30/2014	Streets	101-00-542-900-31	7647-080714	Materials for ADA Vewing Area Construction - Lowes	\$ 20.81
0	US Bank	8/30/2014	Streets	101-00-542-900-31	7647-080714	Boots - Whistleworkwear	\$ 25.84
0	US Bank	8/30/2014	Streets	101-00-542-900-31	3097-080714	Materials for ADA Sidewalk MW - Miles Sand and Gravel	\$ 272.19
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-62	6838-080714	Keys for Executive Remodel - Milo's	\$ 36.82
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-62	6838-080714	Ceiling Tile & Grid for Executive Remodel - Lowes	\$ 85.80
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-62	6838-080714	Diffusers/Lens for Executive Remodel - Lowes	\$ 98.35
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-62	6838-080714	Paint Supplies for Executive Remodel - Lowes	\$ 150.78
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-62	6838-080714	Ceiling Tile for Executive Remodel - Home Depot	\$ 412.65
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-64	5017-080714	Credit - Cabinet & Sink - Executive Remodel - Home Depot	\$ (53.61)
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-64	5017-080714	Refrigerator - Executive Remodel - Home Depot	\$ 76.61
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-64	5017-080714	Refrigerator - Executive Remodel - Home Depot	\$ 196.01
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-64	5017-080714	Materials - Cabinet, Sink, Faucet - Executive Remodel - Home De	\$ 804.67
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-64	5017-080714	Materials - Cabinet, Sink, Faucet - Executive Remodel - Home De	\$ 62.03
0	US Bank	8/30/2014	Capital Projects	310-99-594-500-64	5017-080714	Materials - Cabinet, Sink, Faucet - Executive Remodel - Home De	\$ (183.79)
0	US Bank	8/30/2014	Electric	401-30-533-110-36	6481-080714	Keyboard - Amazon	\$ 8.75
0	US Bank	8/30/2014	Electric	401-32-533-500-31	9197-080714	Screws for Hanging Ladder - Home Depot	\$ 3.29
0	US Bank	8/30/2014	Electric	401-32-533-500-31	6655-080714	Plumb Bob Tool - Tacoma Screw	\$ 8.96
0	US Bank	8/30/2014	Electric	401-32-533-500-31	6614-080714	Camera Supplies/Elec Dept - Amazon	\$ 134.10
0	US Bank	8/30/2014	Electric	401-32-533-500-31	6614-080714	Camera Suplies - Elec Dept - Rakuten	\$ 149.95
0	US Bank	8/30/2014	Electric	401-32-533-500-36	6614-080714	Camera/Elec Dept - Imaging Sciences	\$ 85.00
0	US Bank	8/30/2014	Electric	401-32-533-500-42	6655-080714	Postage - USPS	\$ 31.87
0	US Bank	8/30/2014	Water	403-30-534-110-36	6481-080714	Keyboard - Amazon	\$ 7.88
0	US Bank	8/30/2014	Water	403-34-534-500-31	6820-080714	Supplies for First Aid Kit - Rite Aid	\$ 5.88
0	US Bank	8/30/2014	Water	403-34-534-500-31	7647-080714	Fuel Cap - #36 - O'Reilly	\$ 13.40
0	US Bank	8/30/2014	Water	403-34-534-500-31	4283-080714	Bleach Sprayer for Water Main - Home Depot	\$ 17.49
0	US Bank	8/30/2014	Water	403-34-534-500-31	7647-080714	Boots - Whistleworkwear	\$ 67.20
0	US Bank	8/30/2014	Water	403-34-534-550-31	6820-080714	Supplies to Seal Water Line on Pump - Williams Oil	\$ 15.42
0	US Bank	8/30/2014	Water	403-34-534-550-31	6820-080714	Supplies for 20th Ave Booster Station - Williams Oil	\$ 23.65
0	US Bank	8/30/2014	Water	403-34-534-550-31	6820-080714	Supplies for 20th Ave Booster Station - Timco	\$ 124.92
0	US Bank	8/30/2014	Water	403-34-534-550-42	6820-080714	Postage - USPS	\$ 7.82
0	US Bank	8/30/2014	Water	403-34-534-550-42	6820-080714	Postage - USPS	\$ 8.03
0	US Bank	8/30/2014	Water	403-34-534-550-42	6820-080714	Postage - USPS	\$ 8.03
0	US Bank	8/30/2014	Water	403-34-534-550-42	6820-080714	Postage - USPS	\$ 8.03
0	US Bank	8/30/2014	Storm	406-30-553-110-36	6481-080714	Keyboard - Amazon	\$ 3.94
0	US Bank	8/30/2014	Storm	406-37-553-310-42	6766-080714	Postage - USPS	\$ 19.15
0	US Bank	8/30/2014	Storm	406-37-553-313-49	6766-080714	Map for G&O - Copywrights	\$ 5.47
0	US Bank	8/30/2014	Storm	406-38-553-350-31	6820-080714	Supplies for First Aid Kit - Rite Aid	\$ 6.05
0	US Bank	8/30/2014	Storm	406-38-553-350-31	7647-080714	Boots - Whistleworkwear	\$ 10.33



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
0	US Bank	8/30/2014	Storm	406-38-553-350-48	6689-080714	Rear Cover for #10 - LineX	\$ 554.76
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #49 - Joann Etc	\$ 4.38
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #49 - OReilly	\$ 4.90
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #49 - Joann Etc	\$ 7.29
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #49 - Joann Etc	\$ 7.29
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #49 - OReilly	\$ 8.20
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #49 - OReilly	\$ 8.21
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #49 - Joann Etc	\$ 10.21
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #49 - OReilly	\$ 11.47
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #49 - OReilly	\$ 12.04
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Shop Supplies - OReilly	\$ 33.89
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #37 - OReilly	\$ 65.07
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #37 - OReilly	\$ 65.08
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #22 - OReilly	\$ 76.42
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Parts #25 - OReilly	\$ 86.04
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Shop Supplies - Floor Sweep - Oreilly	\$ 98.02
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Shop Supplies - OReilly	\$ 155.48
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Office Supplies for Shop - Office Depot	\$ 163.72
0	US Bank	8/30/2014	Motor Pool	501-00-548-300-31	6689-080714	Rear Cover for #10 - LineX	\$ 554.75
US Bank Total							\$ 15,395.12
8/30/2014 Total							\$ 15,395.12
55620	AABERG's	9/3/2014	Water	403-34-534-500-45	25642	Pressure Washer Rental	\$ 65.70
AABERG's Total							\$ 65.70
55621	Action Furniture	9/3/2014	Police	001-21-521-200-35	82614	Office Furniture for New Chief's Office	\$ 962.72
Action Furniture Total							\$ 962.72
55622	Air Systems Inc.	9/3/2014	Capital Projects	310-99-594-500-62	198389	Moved Thermostat & Programming in Executive Offices	\$ 198.83
Air Systems Inc. Total							\$ 198.83
55623	Airgas	9/3/2014	Streets	101-00-542-900-31	9030005071	Sunx Foil Packages	\$ 18.24
55623	Airgas	9/3/2014	Water	403-34-534-500-31	9030005071	Sunx Foil Packages	\$ 18.23
55623	Airgas	9/3/2014	Storm	406-38-553-350-31	9030005071	Sunx Foil Packages	\$ 18.23
Airgas Total							\$ 54.70
55624	Alpine Products Inc.	9/3/2014	Streets	101-00-542-900-31	TM-142757	Cross Walk Striping Materials 15th Street	\$ 368.47
Alpine Products Inc. Total							\$ 368.47
55625	AMSAN	9/3/2014	Facilities	001-18-518-300-31	316194273	Janitorial Supplies	\$ 198.49
AMSAN Total							\$ 198.49
55626	Barfield Mark	9/3/2014	Water	403-34-534-500-43	82514	Overtime Meal Reimbursement	\$ 12.02
Barfield Mark Total							\$ 12.02



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
55627	Baycom	9/3/2014	Police	001-21-521-200-36	89451	Pentax Printer Headrest Mount	\$ 295.00
	Baycom Total						\$ 295.00
55628	Bias Software	9/3/2014	General Fund	001-19-518-800-41	90214	First Installment Bias Software	\$ 4,943.10
55628	Bias Software	9/3/2014	Electric	401-31-533-100-41	90214	First Installment Bias Software	\$ 4,052.86
55628	Bias Software	9/3/2014	Water	403-30-534-110-41	90214	First Installment Bias Software	\$ 2,415.42
55628	Bias Software	9/3/2014	Storm	406-30-553-110-41	90214	First Installment Bias Software	\$ 1,040.12
	Bias Software Total						\$ 12,451.50
55629	Chuckals	9/3/2014	Facilities	001-18-518-300-31	789829-0	File Folders, Tape, Pens Etc.	\$ 17.68
55629	Chuckals	9/3/2014	General Fund	001-19-518-900-31	790893-2	Stamp	\$ 36.35
55629	Chuckals	9/3/2014	General Fund	001-19-518-900-31	791752-0	Envelopes	\$ 193.90
55629	Chuckals	9/3/2014	Engineering	001-32-532-100-31	789829-0	File Folders, Tape, Pens Etc.	\$ 1.19
55629	Chuckals	9/3/2014	Parks	001-76-576-600-31	789829-0	File Folders, Tape, Pens Etc.	\$ 17.68
55629	Chuckals	9/3/2014	Streets	101-00-542-900-31	789829-1	Expanding Pocket Files	\$ 6.83
55629	Chuckals	9/3/2014	Streets	101-00-542-900-31	789829-0	File Folders, Tape, Pens Etc.	\$ 5.14
55629	Chuckals	9/3/2014	Electric	401-30-533-110-31	790893-2	Stamp	\$ 13.71
55629	Chuckals	9/3/2014	Electric	401-30-533-110-31	790893-1	Desk Organizer	\$ 18.75
55629	Chuckals	9/3/2014	Electric	401-30-533-110-31	791752-0	Envelopes	\$ 73.17
55629	Chuckals	9/3/2014	Electric	401-30-533-110-31	792056-0	Calendar, Calculator, File Sorter & Misc. Office Supplies	\$ 48.70
55629	Chuckals	9/3/2014	Electric	401-32-533-500-31	789829-1	Expanding Pocket Files	\$ 15.94
55629	Chuckals	9/3/2014	Electric	401-32-533-500-31	789829-0	File Folders, Tape, Pens Etc.	\$ 16.36
55629	Chuckals	9/3/2014	Water	403-30-534-110-31	790893-2	Stamp	\$ 12.34
55629	Chuckals	9/3/2014	Water	403-30-534-110-31	790893-1	Desk Organizer	\$ 19.32
55629	Chuckals	9/3/2014	Water	403-30-534-110-31	791752-0	Envelopes	\$ 65.85
55629	Chuckals	9/3/2014	Water	403-30-534-110-31	792056-0	Calendar, Calculator, File Sorter & Misc. Office Supplies	\$ 48.70
55629	Chuckals	9/3/2014	Water	403-34-534-500-31	789829-1	Expanding Pocket Files	\$ 15.94
55629	Chuckals	9/3/2014	Water	403-34-534-500-31	789829-0	File Folders, Tape, Pens Etc.	\$ 28.05
55629	Chuckals	9/3/2014	Storm	406-30-553-110-31	790893-2	Stamp	\$ 6.17
55629	Chuckals	9/3/2014	Storm	406-30-553-110-31	790893-1	Desk Organizer	\$ 18.76
55629	Chuckals	9/3/2014	Storm	406-30-553-110-31	791752-0	Envelopes	\$ 32.93
55629	Chuckals	9/3/2014	Storm	406-30-553-110-31	792056-0	Calendar, Calculator, File Sorter & Misc. Office Supplies	\$ 50.19
55629	Chuckals	9/3/2014	Storm	406-38-553-350-31	789829-1	Expanding Pocket Files	\$ 6.83
55629	Chuckals	9/3/2014	Storm	406-38-553-350-31	789829-0	File Folders, Tape, Pens Etc.	\$ 8.72
	Chuckals Total						\$ 779.20
55630	Corliss Resources	9/3/2014	Water	403-34-534-500-31	428272	Ecology Blocks	\$ 98.55
	Corliss Resources Total						\$ 98.55
55631	Data Bar Incorporated	9/3/2014	Electric	401-30-533-110-49	210131	Billing Statements	\$ 1,579.27
55631	Data Bar Incorporated	9/3/2014	Water	403-30-534-110-49	210131	Billing Statements	\$ 1,309.65
55631	Data Bar Incorporated	9/3/2014	Storm	406-30-553-110-49	210131	Billing Statements	\$ 962.97
	Data Bar Incorporated Total						\$ 3,851.89



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
55632	EES CONSULTING	9/3/2014	Electric	401-31-533-100-41	30958	Long Term Strategic Plan	\$ 77.50
	EES CONSULTING Total						\$ 77.50
55633	EVERGREEN EQUIPMENT CO INC	9/3/2014	Electric	401-32-533-500-31	81148	Bar & Chain Oil	\$ 91.43
	EVERGREEN EQUIPMENT CO INC Total						\$ 91.43
55634	Excel Supply Company	9/3/2014	Facilities	001-18-518-300-31	70657	Safety Glasses & Mesh Safety Vests	\$ 14.29
55634	Excel Supply Company	9/3/2014	Parks	001-76-576-600-31	70657	Safety Glasses & Mesh Safety Vests	\$ 14.29
55634	Excel Supply Company	9/3/2014	Parks	001-76-576-600-31	70671	Hardhats	\$ 20.27
55634	Excel Supply Company	9/3/2014	Streets	101-00-542-900-31	70671	Hardhats	\$ 20.27
55634	Excel Supply Company	9/3/2014	Community Event	116-79-573-901-31	70788	Safety Vests - Milton Days	\$ 65.11
55634	Excel Supply Company	9/3/2014	Water	403-34-534-500-31	70671	Hardhats	\$ 20.27
55634	Excel Supply Company	9/3/2014	Storm	406-38-553-350-31	70671	Hardhats	\$ 20.26
	Excel Supply Company Total						\$ 174.76
55635	Exeltech Consulting Inc	9/3/2014	Storm	406-37-553-310-31	1429-01	Stormwater Brochure Revision	\$ 1,480.00
	Exeltech Consulting Inc Total						\$ 1,480.00
55636	Fire King of Seattle Inc.	9/3/2014	Motor Pool	501-00-548-300-31	POS 1674	Fire Extinguisher Recharge and Materials	\$ 37.09
	Fire King of Seattle Inc. Total						\$ 37.09
55637	Goldsberry David	9/3/2014	Electric	401-00-131-000-00	UB Refund	Utility Refund	\$ 158.59
55637	Goldsberry David	9/3/2014	Water	403-00-131-000-00	UB Refund	Utility Refund	\$ 197.42
55637	Goldsberry David	9/3/2014	Water	403-00-131-000-00	UB Refund	Utility Refund	\$ 629.78
55637	Goldsberry David	9/3/2014	Storm	406-00-131-000-00	UB Refund	Utility Refund	\$ 41.79
	Goldsberry David Total						\$ 1,027.58
55638	Grainger Inc	9/3/2014	Streets	101-00-542-900-31	833006703	Lantern Battery	\$ 46.47
55638	Grainger Inc	9/3/2014	Water	403-34-534-500-31	833006703	Lantern Battery	\$ 46.47
	Grainger Inc Total						\$ 92.94
55639	HD Fowler	9/3/2014	Parks	001-76-576-600-31	4603998	Irrigation Nozzles	\$ 82.84
	HD Fowler Total						\$ 82.84
55640	HD Supply Waterworks Ltd.	9/3/2014	Water	403-34-534-500-31	C736125	Coupling and Pipe Credit	\$ (1,754.34)
55640	HD Supply Waterworks Ltd.	9/3/2014	Water	403-34-534-500-31	C720314	Coupling Joint Adapter	\$ 171.48
55640	HD Supply Waterworks Ltd.	9/3/2014	Water	403-34-534-500-31	C761997	Storz ADP W/Cap	\$ 393.03
55640	HD Supply Waterworks Ltd.	9/3/2014	Water	403-34-534-500-31	C760008	Pumper Ports	\$ 4,234.26
	HD Supply Waterworks Ltd. Total						\$ 3,044.43
55641	Higrade Construction Asphalt	9/3/2014	Parks	001-76-576-600-31	2709	Beauty Bark	\$ 235.65
	Higrade Construction Asphalt Total						\$ 235.65
55642	Honey Bucket	9/3/2014	Parks	001-76-576-600-45	1-975456	Monthly Rental	\$ 171.33
	Honey Bucket Total						\$ 171.33



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
55643	Humane Society The	9/3/2014	General Fund	001-19-554-300-49	IVC0001342	Animal Control Service - Citizen Dropped Off	\$ 125.00
	Humane Society The Total						\$ 125.00
55644	KIMBALL MIDWEST	9/3/2014	Motor Pool	501-00-548-300-31	3672570	Vise Grips	\$ 67.66
55644	KIMBALL MIDWEST	9/3/2014	Motor Pool	501-00-548-300-31	3701082	Signs, Vortex Set, Master Chuck Keys	\$ 320.08
	KIMBALL MIDWEST Total						\$ 387.74
55646	Les Schwab	9/3/2014	Motor Pool	501-00-548-300-48	83000134269	John Deere Mower Tires	\$ 35.33
55646	Les Schwab	9/3/2014	Motor Pool	501-00-548-300-48	83000134269	John Deere Mower Tires	\$ 35.33
55646	Les Schwab	9/3/2014	Motor Pool	501-00-548-300-48	83000134269	John Deere Mower Tires	\$ 164.85
	Les Schwab Total						\$ 235.51
55657	LIFESPRING CHURCH	9/3/2014	Facility Rental	650-00-218-010-00	82014	Facility Rental Deposit Refund - Rcp 406236 8/9/14 Rental	\$ 250.00
	LIFESPRING CHURCH Total						\$ 250.00
55658	Marsh Mundorf Pratt Sullivan & I	9/3/2014	Electric	401-31-533-100-41	19	Pierce County Mutuals	\$ 21.88
	Marsh Mundorf Pratt Sullivan & McKenzie Total						\$ 21.88
55659	Miles Resources	9/3/2014	Water	403-34-534-500-31	239241	Asphalt Materials	\$ 182.80
55659	Miles Resources	9/3/2014	Water	403-34-534-500-31	239581	Asphalt Materials	\$ 417.38
	Miles Resources Total						\$ 600.18
55660	Northstar Chemical	9/3/2014	Water	403-34-534-550-31	54181	Sodium Hypochlorite	\$ 434.32
55660	Northstar Chemical	9/3/2014	Water	403-34-534-550-31	53707	Sodium Hypochlorite	\$ 462.22
	Northstar Chemical Total						\$ 896.54
55661	Pierce County Budget & Finance	9/3/2014	Court	001-00-586-120-00	90214	Milton Court Remittance - August 2014	\$ 215.02
55661	Pierce County Budget & Finance	9/3/2014	General Fund	001-19-518-900-51	AR162190	2% Liquor Profits - 2nd Qtr	\$ 379.84
	Pierce County Budget & Finance Total						\$ 594.86
55662	Pro-Build	9/3/2014	Facilities	001-18-518-300-31	1367803	Paper Joint Tape	\$ 3.27
55662	Pro-Build	9/3/2014	Facilities	001-18-518-300-31	1369165	Wet Patch Roof Cement	\$ 7.65
55662	Pro-Build	9/3/2014	Parks	001-76-576-600-31	1367792	Paint	\$ 26.25
55662	Pro-Build	9/3/2014	Parks	001-76-576-600-31	1367915	Paint Supplies	\$ 29.46
55662	Pro-Build	9/3/2014	Capital Projects	310-99-594-500-62	1368596	Painting Supplies Executive Remodel	\$ 16.52
55662	Pro-Build	9/3/2014	Capital Projects	310-99-594-500-62	1369325	Painting Supplies Executive Remodel	\$ 19.12
55662	Pro-Build	9/3/2014	Capital Projects	310-99-594-500-62	1369359	Painting Supplies Executive Remodel	\$ 20.28
	Pro-Build Total						\$ 122.55
55663	Puyallup City of	9/3/2014	Police	001-21-523-600-51	AR110283	Jail Services July 2014	\$ 11.88
	Puyallup City of Total						\$ 11.88
55664	Randles Sand & Gravel Inc	9/3/2014	Water	403-34-534-500-31	365472	Crushed Gravel	\$ 147.65
55664	Randles Sand & Gravel Inc	9/3/2014	Water	403-34-534-500-47	365472	Debris Disposal	\$ 96.31



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
Randles Sand & Gravel Inc Total							\$ 243.96
55665	Recovery 1	9/3/2014	Streets	101-00-542-900-42	0093209-IN	Land Clearing Debris Disposal	\$ 161.00
Recovery 1 Total							\$ 161.00
55666	Scottco Plumbing	9/3/2014	Facilities	001-18-518-300-48	1785	Repair of Restrooms at MAC	\$ 563.41
Scottco Plumbing Total							\$ 563.41
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	333709	Brake Booster Credit and Core Deposit Refund	\$ (130.71)
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	332667	Brake Booster Credit and Core Deposit Refund	\$ (121.68)
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	333709	Brake Booster Credit and Core Deposit Refund	\$ (65.36)
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	333709	Brake Booster Credit and Core Deposit Refund	\$ (65.36)
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	332667	Brake Booster Credit and Core Deposit Refund	\$ (60.84)
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	332667	Brake Booster Credit and Core Deposit Refund	\$ (60.84)
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	331858	Brake Fluid	\$ 2.76
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	331858	Brake Fluid	\$ 2.76
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	331858	Brake Fluid	\$ 5.50
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	332553	Brake Booster and Core Deposit	\$ 65.36
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	332553	Brake Booster and Core Deposit	\$ 65.36
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	332668	Halogen Lamp	\$ 126.62
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	332553	Brake Booster and Core Deposit	\$ 130.71
55667	Standard Parts Corporation (NAP.	9/3/2014	Motor Pool	501-00-548-300-31	333716	Duct Tape, Outlet, Droplight	\$ 112.41
Standard Parts Corporation (NAPA) Total							\$ 6.69
55668	State Treasurer Washington	9/3/2014	Court	001-00-586-830-00	90214	Milton Court Remittance August 2014	\$ 1,071.72
55668	State Treasurer Washington	9/3/2014	Court	001-00-586-880-00	90214	Milton Court Remittance August 2014	\$ 57.50
55668	State Treasurer Washington	9/3/2014	Court	001-00-586-890-00	90214	Milton Court Remittance August 2014	\$ 104.66
55668	State Treasurer Washington	9/3/2014	Court	001-00-586-910-00	90214	Milton Court Remittance August 2014	\$ 6,052.76
55668	State Treasurer Washington	9/3/2014	Court	001-00-586-920-00	90214	Milton Court Remittance August 2014	\$ 3,338.07
55668	State Treasurer Washington	9/3/2014	Court	001-00-586-960-00	90214	Milton Court Remittance August 2014	\$ 5.04
55668	State Treasurer Washington	9/3/2014	Court	001-00-586-970-00	90214	Milton Court Remittance August 2014	\$ 1,484.37
55668	State Treasurer Washington	9/3/2014	Court	001-00-586-990-00	90214	Milton Court Remittance August 2014	\$ 46.37
55668	State Treasurer Washington	9/3/2014	Facility Rental	650-00-211-010-00	90214	Bldg Code Fees August 2014	\$ 36.00
State Treasurer Washington Total							\$ 12,196.49
55669	Systems For Public Safety	9/3/2014	Police	001-21-521-200-48	24776	Radiator Repair & Equipment Bracket for Motorola	\$ 1,186.35
Systems For Public Safety Total							\$ 1,186.35
55670	Unifirst Corporation	9/3/2014	Facilities	001-18-518-300-22	33001016285	Uniform Svcs	\$ 4.16
55670	Unifirst Corporation	9/3/2014	Facilities	001-18-518-300-22	3301018212	Uniform Svcs	\$ 4.59
55670	Unifirst Corporation	9/3/2014	Parks	001-76-576-600-22	33001016285	Uniform Svcs	\$ 9.72
55670	Unifirst Corporation	9/3/2014	Parks	001-76-576-600-22	3301018212	Uniform Svcs	\$ 10.74
55670	Unifirst Corporation	9/3/2014	Streets	101-00-542-900-22	33001016285	Uniform Svcs	\$ 40.68
55670	Unifirst Corporation	9/3/2014	Streets	101-00-542-900-22	3301018212	Uniform Svcs	\$ 44.94
55670	Unifirst Corporation	9/3/2014	Electric	401-32-533-500-22	33001016285	Uniform Svcs	\$ 2.98



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
55670	Unifirst Corporation	9/3/2014	Electric	401-32-533-500-22	3301018212	Uniform Svcs	\$ 3.29
55670	Unifirst Corporation	9/3/2014	Electric	401-32-533-500-22	3301016375	Uniform Svcs	\$ 129.40
55670	Unifirst Corporation	9/3/2014	Electric	401-32-533-500-22	3301018308	Uniform Svcs	\$ 145.06
55670	Unifirst Corporation	9/3/2014	Water	403-34-534-500-22	3301016375	Uniform Svcs	\$ 11.76
55670	Unifirst Corporation	9/3/2014	Water	403-34-534-500-22	3301018308	Uniform Svcs	\$ 13.19
55670	Unifirst Corporation	9/3/2014	Water	403-34-534-500-22	33001016285	Uniform Svcs	\$ 85.34
55670	Unifirst Corporation	9/3/2014	Water	403-34-534-500-22	3301018212	Uniform Svcs	\$ 94.26
55670	Unifirst Corporation	9/3/2014	Storm	406-38-553-350-22	33001016285	Uniform Svcs	\$ 15.88
55670	Unifirst Corporation	9/3/2014	Storm	406-38-553-350-22	3301018212	Uniform Svcs	\$ 17.54
55670	Unifirst Corporation	9/3/2014	Motor Pool	501-00-548-300-22	33001016285	Uniform Svcs	\$ 59.54
55670	Unifirst Corporation	9/3/2014	Motor Pool	501-00-548-300-22	3301018212	Uniform Svcs	\$ 65.76
Unifirst Corporation Total							\$ 758.83
55671	Utilities Underground Loc Cent	9/3/2014	Electric	401-32-533-500-49	4070162	Monthly Locates	\$ 26.51
55671	Utilities Underground Loc Cent	9/3/2014	Water	403-34-534-500-49	4070162	Monthly Locates	\$ 26.52
Utilities Underground Loc Cent Total							\$ 53.03
55672	Washington Tractor	9/3/2014	Motor Pool	501-00-548-300-48	522959	Repair Leak John Deere Tractor	\$ 103.22
55672	Washington Tractor	9/3/2014	Motor Pool	501-00-548-300-48	522959	Repair Leak John Deere Tractor	\$ 172.05
55672	Washington Tractor	9/3/2014	Motor Pool	501-00-548-300-48	522959	Repair Leak John Deere Tractor	\$ 172.05
55672	Washington Tractor	9/3/2014	Motor Pool	501-00-548-300-48	522959	Repair Leak John Deere Tractor	\$ 240.87
Washington Tractor Total							\$ 688.19
55673	Water Management Laboratories	9/3/2014	Water	403-34-534-550-41	133091	Water Testing	\$ 48.00
55673	Water Management Laboratories	9/3/2014	Water	403-34-534-550-41	132685	Water Testing	\$ 255.00
Water Management Laboratories Total							\$ 303.00
9/3/2014 Total							\$ 45,259.71
55674	ANDERS JEFF	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 88.20
ANDERS JEFF Total							\$ 88.20
55675	AUSTIN MIKAL	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 3.13
AUSTIN MIKAL Total							\$ 3.13
55676	CUNNINGHAM LANDON	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 29.09
CUNNINGHAM LANDON Total							\$ 29.09
55677	ESTATE OF WAYNE O'CONNOR	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 1.82
55677	ESTATE OF WAYNE O'CONNOR	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 0.82
55677	ESTATE OF WAYNE O'CONNOR	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 0.46
ESTATE OF WAYNE O'CONNOR Total							\$ 3.10
55678	GARLAND MICHAEL & TERESA	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 0.02
GARLAND MICHAEL & TERESA Total							\$ 0.02



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
55679	GARNER DAVID	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 46.59
55679	GARNER DAVID	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 87.05
55679	GARNER DAVID	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 7.95
GARNER DAVID Total							\$ 141.59
55680	GARZA ARTHUR	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 92.58
55680	GARZA ARTHUR	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 140.49
55680	GARZA ARTHUR	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 34.25
GARZA ARTHUR Total							\$ 267.32
55681	GILLINGHAM BILL	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 67.45
55681	GILLINGHAM BILL	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 62.68
55681	GILLINGHAM BILL	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 31.76
GILLINGHAM BILL Total							\$ 161.89
55682	IFS PROPERTIES LLC	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 18.53
55682	IFS PROPERTIES LLC	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 32.75
55682	IFS PROPERTIES LLC	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 20.92
IFS PROPERTIES LLC Total							\$ 72.20
55683	JACK STEVE	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 0.01
JACK STEVE Total							\$ 0.01
55684	JENKINS PHILLIP	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 0.01
JENKINS PHILLIP Total							\$ 0.01
55685	JOHNSON JILL	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 6.74
55685	JOHNSON JILL	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 24.80
55685	JOHNSON JILL	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 0.84
JOHNSON JILL Total							\$ 32.38
55686	JOYNER JAN	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 141.66
JOYNER JAN Total							\$ 141.66
55687	MANFRED PAMELA	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 30.05
55687	MANFRED PAMELA	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 37.72
55687	MANFRED PAMELA	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 21.27
MANFRED PAMELA Total							\$ 89.04
55688	NATIONSTAR MORTGAGE LLC	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 87.96
55688	NATIONSTAR MORTGAGE LLC	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 113.49
55688	NATIONSTAR MORTGAGE LLC	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 4.14
NATIONSTAR MORTGAGE LLC Total							\$ 205.59



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
55689	PEARSON TORVALD & LILAH	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 108.03
	PEARSON TORVALD & LILAH Total						\$ 108.03
55690	PETERSON BURGON & JULIE	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 6.75
55690	PETERSON BURGON & JULIE	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 24.85
55690	PETERSON BURGON & JULIE	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 15.86
	PETERSON BURGON & JULIE Total						\$ 47.46
55691	RANZ JAYSON & GLORIA	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 1.04
55691	RANZ JAYSON & GLORIA	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 0.30
55691	RANZ JAYSON & GLORIA	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 0.20
	RANZ JAYSON & GLORIA Total						\$ 1.54
55692	ST. PETER DICK	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 28.21
55692	ST. PETER DICK	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 16.32
55692	ST. PETER DICK	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 2.28
	ST. PETER DICK Total						\$ 46.81
55693	SUSHIK ALEKSANDER	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 0.09
55693	SUSHIK ALEKSANDER	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 0.08
55693	SUSHIK ALEKSANDER	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 0.01
	SUSHIK ALEKSANDER Total						\$ 0.18
55694	WHITNEY KAREN	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 2.22
55694	WHITNEY KAREN	9/5/2014	Water	403-00-131-000-00		Refund Check	\$ 0.85
55694	WHITNEY KAREN	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 0.25
	WHITNEY KAREN Total						\$ 3.32
55695	WMD MILTON LLC	9/5/2014	Electric	401-00-131-000-00		Refund Check	\$ 0.58
55695	WMD MILTON LLC	9/5/2014	Storm	406-00-131-000-00		Refund Check	\$ 0.02
	WMD MILTON LLC Total						\$ 0.60
	9/5/2014 Total						\$ 1,443.17
0	Bonneville PowerAdministration	9/6/2014	Electric	401-32-533-500-33	Jul14-Pat01	Power & Transmission Bill	\$ 143,738.00
	Bonneville PowerAdministration Total						\$ 143,738.00
0	CIT Technology Fin. Serv.	9/6/2014	Administration	001-13-513-100-45	25660143	Copy Machine Lease	\$ 34.38
0	CIT Technology Fin. Serv.	9/6/2014	Finance	001-14-514-230-45	25660143	Copy Machine Lease	\$ 76.63
0	CIT Technology Fin. Serv.	9/6/2014	Facilities	001-18-518-300-45	25660143	Copy Machine Lease	\$ 4.92
0	CIT Technology Fin. Serv.	9/6/2014	Police	001-21-521-200-45	25660144	Copy Machine Lease	\$ 158.64
0	CIT Technology Fin. Serv.	9/6/2014	Building	001-24-558-500-45	25660143	Copy Machine Lease	\$ 54.04
0	CIT Technology Fin. Serv.	9/6/2014	Engineering	001-32-532-100-45	25660143	Copy Machine Lease	\$ 14.74
0	CIT Technology Fin. Serv.	9/6/2014	Planning	001-58-558-600-45	25660143	Copy Machine Lease	\$ 49.12
0	CIT Technology Fin. Serv.	9/6/2014	Streets	101-00-542-900-45	25660143	Copy Machine Lease	\$ 14.74



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
0	CIT Technology Fin. Serv.	9/6/2014	Electric	401-30-533-110-45	25660143	Copy Machine Lease	\$ 52.56
0	CIT Technology Fin. Serv.	9/6/2014	Electric	401-31-533-100-45	25660143	Copy Machine Lease	\$ 22.10
0	CIT Technology Fin. Serv.	9/6/2014	Water	403-30-534-110-45	25660143	Copy Machine Lease	\$ 52.56
0	CIT Technology Fin. Serv.	9/6/2014	Water	403-33-534-100-45	25660143	Copy Machine Lease	\$ 22.11
0	CIT Technology Fin. Serv.	9/6/2014	Storm	406-30-553-110-45	25660143	Copy Machine Lease	\$ 29.47
0	CIT Technology Fin. Serv.	9/6/2014	Storm	406-37-553-310-45	25660143	Copy Machine Lease	\$ 63.85
	CIT Technology Fin. Serv. Total						\$ 649.86
0	Comcast	9/6/2014	Administration	001-13-513-100-42	30989777	Monthly Trunk Lines	\$ 23.36
0	Comcast	9/6/2014	Administration	001-13-513-100-42	80714	Internet/Phone Service	\$ 31.09
0	Comcast	9/6/2014	Finance	001-14-514-230-42	30989777	Monthly Trunk Lines	\$ 13.62
0	Comcast	9/6/2014	Finance	001-14-514-230-42	80714	Internet/Phone Service	\$ 18.13
0	Comcast	9/6/2014	Facilities	001-18-518-300-42	30989777	Monthly Trunk Lines	\$ 3.89
0	Comcast	9/6/2014	Facilities	001-18-518-300-42	80714	Internet/Phone Service	\$ 5.18
0	Comcast	9/6/2014	Police	001-21-521-200-42	81614	PD Cable	\$ 10.00
0	Comcast	9/6/2014	Police	001-21-521-200-42	30989777	Monthly Trunk Lines	\$ 124.57
0	Comcast	9/6/2014	Police	001-21-521-200-42	80714	Internet/Phone Service	\$ 165.78
0	Comcast	9/6/2014	Building	001-24-558-500-42	30989777	Monthly Trunk Lines	\$ 11.68
0	Comcast	9/6/2014	Building	001-24-558-500-42	80714	Internet/Phone Service	\$ 15.54
0	Comcast	9/6/2014	Engineering	001-32-532-100-42	30989777	Monthly Trunk Lines	\$ 3.89
0	Comcast	9/6/2014	Engineering	001-32-532-100-42	80714	Internet/Phone Service	\$ 5.18
0	Comcast	9/6/2014	Planning	001-58-558-600-42	30989777	Monthly Trunk Lines	\$ 7.78
0	Comcast	9/6/2014	Planning	001-58-558-600-42	80714	Internet/Phone Service	\$ 10.36
0	Comcast	9/6/2014	Activity Center	001-73-575-500-42	30989777	Monthly Trunk Lines	\$ 1.95
0	Comcast	9/6/2014	Activity Center	001-73-575-500-42	80714	Internet/Phone Service	\$ 2.59
0	Comcast	9/6/2014	Parks	001-76-576-600-42	30989777	Monthly Trunk Lines	\$ 7.79
0	Comcast	9/6/2014	Parks	001-76-576-600-42	80714	Internet/Phone Service	\$ 10.36
0	Comcast	9/6/2014	Streets	101-00-542-900-42	30989777	Monthly Trunk Lines	\$ 19.46
0	Comcast	9/6/2014	Streets	101-00-542-900-42	80714	Internet/Phone Service	\$ 25.91
0	Comcast	9/6/2014	Electric	401-30-533-110-42	30989777	Monthly Trunk Lines	\$ 11.68
0	Comcast	9/6/2014	Electric	401-30-533-110-42	80714	Internet/Phone Service	\$ 20.72
0	Comcast	9/6/2014	Electric	401-31-533-100-42	30989777	Monthly Trunk Lines	\$ 3.89
0	Comcast	9/6/2014	Electric	401-31-533-100-42	80714	Internet/Phone Service	\$ 5.18
0	Comcast	9/6/2014	Electric	401-32-533-500-42	81614	PW Shop Cable	\$ 5.00
0	Comcast	9/6/2014	Electric	401-32-533-500-42	30989777	Monthly Trunk Lines	\$ 56.44
0	Comcast	9/6/2014	Electric	401-32-533-500-42	80714	Internet/Phone Service	\$ 72.53
0	Comcast	9/6/2014	Water	403-30-534-110-42	30989777	Monthly Trunk Lines	\$ 11.68
0	Comcast	9/6/2014	Water	403-30-534-110-42	80714	Internet/Phone Service	\$ 15.54
0	Comcast	9/6/2014	Water	403-33-534-100-42	30989777	Monthly Trunk Lines	\$ 3.89
0	Comcast	9/6/2014	Water	403-33-534-100-42	80714	Internet/Phone Service	\$ 5.19
0	Comcast	9/6/2014	Water	403-34-534-500-42	81614	PW Shop Cable	\$ 5.00
0	Comcast	9/6/2014	Water	403-34-534-500-42	30989777	Monthly Trunk Lines	\$ 48.66
0	Comcast	9/6/2014	Water	403-34-534-500-42	80714	Internet/Phone Service	\$ 62.17
0	Comcast	9/6/2014	Storm	406-30-553-110-42	30989777	Monthly Trunk Lines	\$ 3.90
0	Comcast	9/6/2014	Storm	406-30-553-110-42	80714	Intenet/Phone Service	\$ 5.18



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
0	Comcast	9/6/2014	Storm	406-37-553-310-42	30989777	Monthly Trunk Lines	\$ 11.67
0	Comcast	9/6/2014	Storm	406-37-553-310-42	80714	Internet/Phone Service	\$ 15.54
0	Comcast	9/6/2014	Storm	406-38-553-350-42	30989777	Monthly Trunk Lines	\$ 11.68
0	Comcast	9/6/2014	Storm	406-38-553-350-42	80714	Internet/Phone Service	\$ 15.54
0	Comcast	9/6/2014	Motor Pool	501-00-548-300-42	30989777	Monthly Trunk Lines	\$ 7.79
0	Comcast	9/6/2014	Motor Pool	501-00-548-300-42	80714	Internet/Phone Service	\$ 10.36
Comcast Total							\$ 927.34
0	Dept of Licensing Firearms Sectio	9/6/2014	Facility Rental	650-00-216-010-00	82714	Concealed Pistol License Renew	\$ 72.00
Dept of Licensing Firearms Section WA State Total							\$ 72.00
0	Milton - C/O RLI City of	9/6/2014	Facilities	001-18-518-300-47	82014	Utilities	\$ 38.54
0	Milton - C/O RLI City of	9/6/2014	Police	001-21-521-200-47	82014	Utilities	\$ 783.56
0	Milton - C/O RLI City of	9/6/2014	Building	001-24-558-500-47	82014	Utilities	\$ 45.21
0	Milton - C/O RLI City of	9/6/2014	Planning	001-58-558-600-47	82014	Utilities	\$ 45.21
0	Milton - C/O RLI City of	9/6/2014	Activity Center	001-73-569-500-47	82014	Utilities	\$ 309.14
0	Milton - C/O RLI City of	9/6/2014	Parks	001-76-576-600-47	82014	Utilities	\$ 1,751.13
0	Milton - C/O RLI City of	9/6/2014	Streets	101-00-542-900-47	82014	Utilities	\$ 863.16
0	Milton - C/O RLI City of	9/6/2014	Electric	401-32-533-500-47	82014	Utilities	\$ 503.77
0	Milton - C/O RLI City of	9/6/2014	Water	403-34-534-550-47	82014	Utilities	\$ 8,233.36
0	Milton - C/O RLI City of	9/6/2014	Storm	406-38-553-350-47	82014	Utilities	\$ 145.86
Milton - C/O RLI City of Total							\$ 12,718.94
0	Puget Sound Energy	9/6/2014	Activity Center	001-73-569-500-47	82214	Gas Charges	\$ 85.74
0	Puget Sound Energy	9/6/2014	Water	403-34-534-550-47	82214	Electric Charges	\$ 188.36
Puget Sound Energy Total							\$ 274.10
0	Verizon Wireless	9/6/2014	Administration	001-13-513-100-42	9729868432	Verizon Charges	\$ 34.51
0	Verizon Wireless	9/6/2014	Facilities	001-18-518-300-42	9729981283	Verizon Charges	\$ 14.14
0	Verizon Wireless	9/6/2014	Police	001-21-521-200-36	9729868432	Verizon Equipment	\$ 711.03
0	Verizon Wireless	9/6/2014	Police	001-21-521-200-42	9729868432	Verizon Charges	\$ 1,462.04
0	Verizon Wireless	9/6/2014	Building	001-24-558-500-42	9729981283	Verizon Charges	\$ 16.01
0	Verizon Wireless	9/6/2014	Engineering	001-32-532-100-42	9729981283	Verizon Charges	\$ 3.93
0	Verizon Wireless	9/6/2014	Engineering	001-32-532-100-42	9729868432	Verizon Charges	\$ 5.78
0	Verizon Wireless	9/6/2014	Activity Center	001-73-569-500-42	9729981283	Verizon Charges	\$ 2.04
0	Verizon Wireless	9/6/2014	Parks	001-76-576-600-42	9729981283	Verizon Charges	\$ 23.10
0	Verizon Wireless	9/6/2014	Streets	101-00-542-900-42	9729981283	Verizon Charges	\$ 33.78
0	Verizon Wireless	9/6/2014	Streets	101-00-542-900-42	9729868432	Verizon Charges	\$ 35.13
0	Verizon Wireless	9/6/2014	Reserve Officers	118-21-521-230-42	9729868432	Verizon Charges	\$ 113.20
0	Verizon Wireless	9/6/2014	Electric	401-30-533-110-42	9729981283	Verizon Charges	\$ 4.77
0	Verizon Wireless	9/6/2014	Electric	401-30-533-110-42	9729868432	Verizon Charges	\$ 13.26
0	Verizon Wireless	9/6/2014	Electric	401-30-533-110-42	9730166110	Verizon Charges	\$ 19.51
0	Verizon Wireless	9/6/2014	Electric	401-31-533-100-42	9729981283	Verizon Charges	\$ 2.36
0	Verizon Wireless	9/6/2014	Electric	401-31-533-100-42	9729868432	Verizon Charges	\$ 17.35
0	Verizon Wireless	9/6/2014	Electric	401-32-533-500-42	9729868432	Verizon Charges	\$ 77.85



Check #	Name	Date	Department	Account #	Invoice #	Description	Amount
0	Verizon Wireless	9/6/2014	Electric	401-32-533-500-42	9729981283	Verizon Charges	\$ 85.62
0	Verizon Wireless	9/6/2014	Water	403-30-534-110-42	9729981283	Verizon Charges	\$ 4.91
0	Verizon Wireless	9/6/2014	Water	403-30-534-110-42	9729868432	Verizon Charges	\$ 13.92
0	Verizon Wireless	9/6/2014	Water	403-30-534-110-42	9730166110	Verizon Charges	\$ 19.51
0	Verizon Wireless	9/6/2014	Water	403-33-534-100-42	9729981283	Verizon Charges	\$ 2.36
0	Verizon Wireless	9/6/2014	Water	403-33-534-100-42	9729868432	Verizon Charges	\$ 17.35
0	Verizon Wireless	9/6/2014	Water	403-34-534-500-42	9729981283	Verizon Charges	\$ 65.99
0	Verizon Wireless	9/6/2014	Water	403-34-534-500-42	9729868432	Verizon Charges	\$ 126.77
0	Verizon Wireless	9/6/2014	Storm	406-30-553-110-42	9729981283	Verizon Charges	\$ 4.77
0	Verizon Wireless	9/6/2014	Storm	406-37-553-310-42	9729868432	Verizon Charges	\$ 11.57
0	Verizon Wireless	9/6/2014	Storm	406-37-553-310-42	9729981283	Verizon Charges	\$ 17.28
0	Verizon Wireless	9/6/2014	Storm	406-38-553-350-42	9729981283	Verizon Charges	\$ 14.93
0	Verizon Wireless	9/6/2014	Storm	406-38-553-350-42	9729868432	Verizon Charges	\$ 19.57
0	Verizon Wireless	9/6/2014	Motor Pool	501-00-548-300-42	9729981283	Verizon Charges	\$ 14.44
Verizon Wireless Total							\$ 3,008.78
9/6/2014 Total							\$ 161,389.02
Grand Total							\$ 279,917.69

[Back to Voucher Sheet](#)





To: Mayor Perry and City Council Members
From: Public Works Director, Neal
Date: September 15, 2014 Regular Meeting
Re: **Revised Joint Utility Pole Use Agreement**

ATTACHMENTS: A. Revised Joint Utility Pole Use Agreement - Proposed

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action:

“I move to authorize the Mayor to execute pole attachment agreements/licenses in substantially the form included as Attachment A.”

Previous Council Review: First reading of this item was at the September 2, 2014 regular council meeting. Council wanted additional time to review the document before approving.

Issue: Consideration of a revised joint pole use agreement.

Background: In May of 2013, Council authorized a new franchise agreement and joint utility pole use agreement for the fiberoptic company Zayo Group. At that time, staff noted the age of the pole use agreement and flagged the document for later updating and revision.

Discussion: The City’s current joint utility pole use agreement is very dated, and needs to be updated. The attached revised pole use agreement references current standards, utilizes industry terms and formulas established by the Federal Communications Commission (FCC), incorporates annual tree trimming costs into the fees, and includes current legal language. This pole use agreement was modeled off of information from the Northwest Public Power Association (NWPPA), the American Public Power Association (APPA), and the National Rural Electric Cooperative Association (NRECA), as well as agreements in place by other utilities in the Puget Sound Region.

Although Zayo Group’s pole use agreement has just recently been approved, the City has two other utilities utilizing our electric poles: Comcast and CenturyLink. Both companies are due for a renewal/renegotiation of terms. This pole use agreement can be used as a boilerplate for both Comcast and CenturyLink discussions, as well as any future providers seeking to utilize our electric poles.

Contract No. _____

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (“Agreement”) is made and entered into this ____ day of _____, ____ (“Effective Date”) by and between The City of Milton Electric Utility (“Licensor”), and _____ (“Licensee”). Licensor and Licensee may be referred to hereafter individually as a “Party” and collectively as the “Parties.” The attached Terms and Conditions and all associated Exhibits are incorporated herein and made a part hereof by this reference.

Notices. The addresses, facsimile numbers and electronic mail addresses of the Parties to which any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other are as follows:

(a) **Licensor:**
City of Milton
Attn: Public Works Director
1000 Laurel Street
Milton, WA 98354
(253) 922-8738

(b) **Licensee:**

Term of Agreement. The term of this Agreement is from the Effective Date until **December 31, 2025** (if not lawfully terminated sooner), and thereafter can be automatically extended for one additional five (5) year period (**1 January 2026 – 31 December 2030**), unless terminated by either Party by giving notice of its intention to terminate at least six months prior to the end of any period.

Applicable Law. This Agreement is deemed executed in the State of Washington and shall be construed under the laws of the State of Washington, without regard to its conflict of laws principles. Any legal action regarding enforcement of this Agreement shall be commenced and heard in the Superior Court of Pierce County, Washington (“Court”), and the Parties consent and submit to the jurisdiction and venue of the Court.

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first

above-written; *provided, however,* that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSEE

By: _____
(Signature)
Title: _____
Print Name: _____
Date: _____

LICENSOR

CITY OF MILTON

By: _____
Debra Perry, Mayor
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

W. Scott Snyder

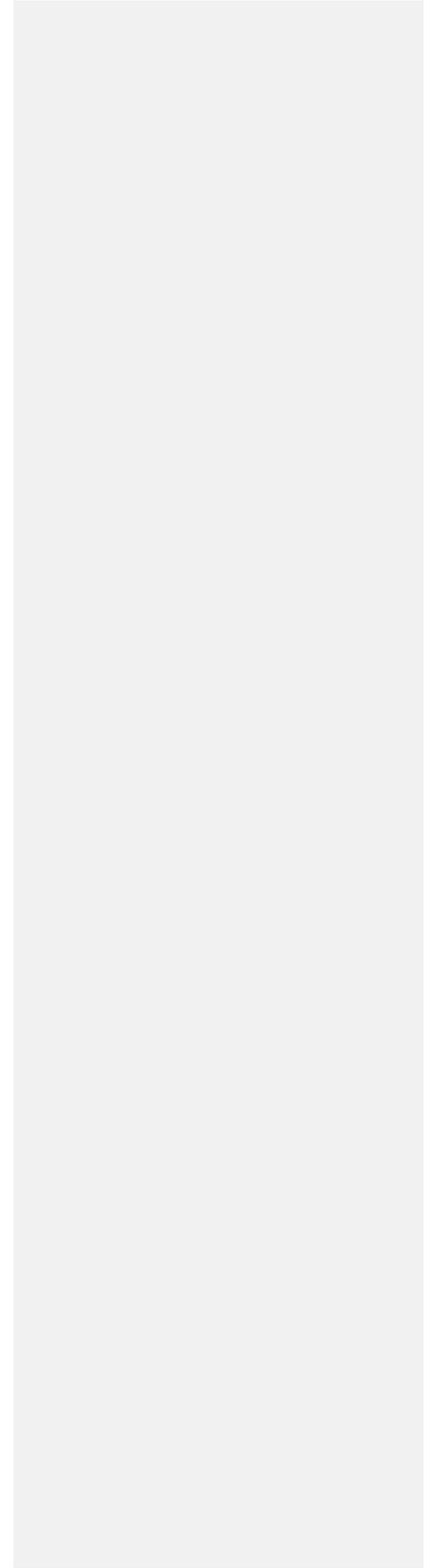


Table of Contents

LICENSE AGREEMENT 1

TERMS AND CONDITIONS 8

1. DEFINITIONS 8

1.1. Application 8

1.2. Application Processing Fee 8

1.3. Attached Pole 8

1.4. Attachment 8

1.5. Authorization 8

1.6. Business Day 8

1.7. Control 8

1.8. Default 8

1.9. Distribution Pole 8

1.10. Drop/Lift Pole 8

1.11. Licensee’s Service Area 8

1.12. Licensor Practices 9

1.13. Make Ready Costs 9

1.14. Make Ready Estimate 9

1.15. Make Ready Work 9

1.16. Overlapping 9

1.17. Pole Attachment Rental Fee 9

1.18. Required Authorizations 9

1.19. Security Instrument 9

1.20. Services 9

1.21. Term 9

1.22. Tree Trimming 9

1.23. Unauthorized Attachment 10

1.24. Unauthorized Attachment Fee 10

2. PURPOSE 10

3. LICENSOR OBLIGATIONS 10

3.1. Quiet Enjoyment 10

3.2. Diligence and Good Faith 10

3.3. Access to Distribution Poles; Easements 10

3.4. Maintenance of Attached Poles 10

4. LICENSEE OBLIGATIONS 10

4.1. Use of Attachments 10

4.2. Licensee Service Area 11

4.3. Compliance with Applicable Rules 11

4.4. Technical Requirements and Specifications 11

4.5.	Assumption of Risk.....	11
4.6.	Safety Precautions	12
4.7.	Qualifications of Employees, Agents and Contractors	12
4.8.	Identification Markers	12
4.9.	Notification of Attachments	12
5.	MUTUAL OBLIGATIONS.....	12
6.	ESTABLISHING ATTACHMENT TO POLES.....	13
6.1.	Pole Attachment Application	13
6.2.	Application Processing Fee	13
6.3.	Decision Regarding Application	13
6.4.	Make Ready Estimate.....	13
6.5.	Tree Trimming	14
6.6.	Overlapping	14
7.	PAYMENT PROVISIONS.....	14
7.1.	Pole Attachment Rental Fee	14
7.2.	Payment Period	14
7.3.	CPI Increases.....	14
7.4.	Security	14
8.	INSPECTIONS	14
8.1.	Right to Conduct	14
8.2.	Safety Violations	15
9.	AUDITS	15
9.1.	Right to Conduct Audits.....	15
9.2.	Review of Records in Lieu of Audit.....	15
10.	UNAUTHORIZED ATTACHMENTS	15
10.1.	Unauthorized Attachment Fee.....	15
10.2.	Licenser Failure to Act.....	15
11.	REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES	15
11.1.	Replacement or Relocation of Poles.....	15
11.2.	Replacement and Relocation Costs	16
11.3.	Vacating Pole Space.....	16
11.4.	Costs for Installation, Removal and Transfer of Licensee’s Attachments	16
11.5.	Costs for Rearrangement of Other Facilities	16
12.	ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES	17
12.1.	Right to Abandon or Remove; Licensee Obligations	17
12.2.	Governmental Requirement to Remove	17
12.3.	Governmental Requirement to Shorten Pole	17

12.4.	Removal of Attachments	17
13.	REPRESENTATIONS, WARRANTIES AND COVENANTS	17
13.1.	Common Representations.....	17
13.2.	Required Authorizations	18
13.3.	LIMITATIONS ON WARRANTIES	18
14.	INDEMNIFICATION.....	18
14.1.	Licensee Indemnification	18
14.2.	Licensor Indemnification	18
14.3.	Notice.....	18
15.	LIMITATIONS ON DAMAGES.....	19
16.	INSURANCE.....	19
16.1.	Insurance Requirement.....	19
16.2.	Certificate of Insurance	19
16.3.	Responsibility for Contractors.....	20
16.4.	No Limitation on Indemnities	20
17.	DEFAULTS	20
17.1.	Licensee Default.....	20
17.2.	Licensee Cure Period	20
17.3.	Termination Because of Licensee Default.....	20
17.4.	Reimbursement for Licensor Work	20
17.5.	Licensor Default.....	20
17.6.	Attorney Fees and Court Costs.....	20

18. TERMINATION OF AGREEMENT..... 21

19. WAIVER OF TERMS OR CONDITIONS 21

20. MODIFICATIONS 21

21. PAYMENT OF TAXES..... 21

22. NOTICES..... 21

23. PUBLIC RECORD 21

24. FORCE MAJEURE..... 21

25. CONSTRUCTION OF AGREEMENT 22

26. OWNERSHIP RIGHTS 22

27. THIRD PARTY BENEFICIARIES 22

28. SEVERABILITY 22

29. PRIOR AGREEMENTS SUPERSEDED 22

30. ASSIGNMENT AND TRANSFER..... 22

31. FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS..... 23

32. SURVIVAL; LIMITATIONS ON ACTIONS 23

EXHIBITS

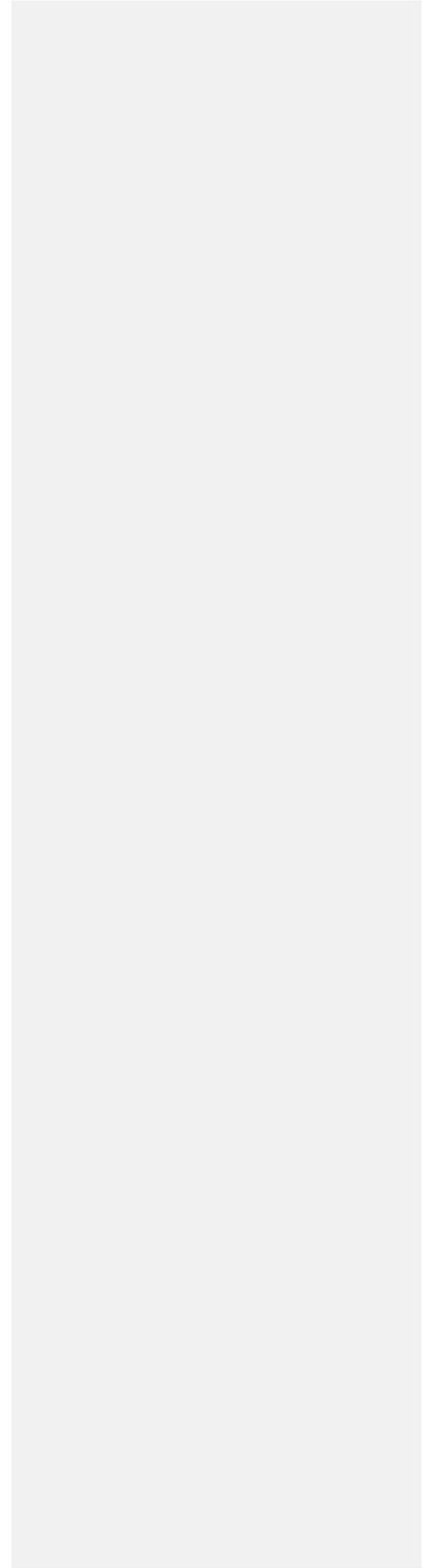
Exhibit 1.0 (Fees and Charges)

Exhibit 1.1 (Pole Attachment Application) 25

Exhibit 1.11 (Location of Licensee Service Area)..... 27

Exhibit 1.12 (Licensor Rules and Practices for Attachments)..... 28

Exhibit 1.14 (Make Ready Estimate and Acceptance of Make Ready Estimate) 30



TERMS AND CONDITIONS

1. DEFINITIONS

The following definitions shall apply to this Agreement. Capitalized terms not defined herein shall have the meaning otherwise set forth in the Agreement. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

1.1. Application. The Pole Attachment Application Form attached hereto as Exhibit 1.1 must be completed by Licensee and approved by Licensor in writing before Licensee may attach to or make use of any of Licensor’s Distribution Poles under this Agreement.

1.2. Application Processing Fee. The fee that Licensee must pay to reimburse Licensor for the administrative and other costs incurred by Licensor in processing Licensee’s Application.

1.3. Attached Pole. A Distribution Pole owned or maintained by Licensor that contains at least one attachment by an entity other than Licensor.

1.4. Attachment. Each affixation of Licensee’s cables, strands, wires and associated apparatus to Licensor’s Distribution Poles and Secondary Poles.

1.5. Authorization. Licensor’s grant of authority to Licensee to affix Attachments to Licensor’s Distribution Poles in accordance with the terms of this Agreement.

1.6. Business Day. All days except Saturday, Sunday and officially recognized City legal holidays.

1.7. Control. With respect to any entity, the possession, directly or indirectly, of: (a) 50% or more of its ownership interests; or (b) the power to direct or cause the direction of management and policy, whether through the ownership of voting securities, partnership interests, by contract or otherwise.

1.8. Default. When either Party: (i) fails to perform any of its covenants or obligations set forth in this Agreement, (ii) makes any representation or warranty in this Agreement that is untrue or incorrect, (iii) files a bankruptcy petition in any bankruptcy court proceeding, or (iv) admits in writing its inability to pay its debts when due or its intention not to comply with any requirement of this Agreement.

1.9. Distribution Pole. A pole bearing electric distribution lines and having a voltage rating of or below 34.5 kV.

1.10. Secondary Pole. An ancillary pole necessary to extend service from a Distribution Pole to an individual customer(s).

1.11. Licensee’s Service Area. The area in which Licensee does or plans to provide its Services, as shown on Exhibit 1.11 attached hereto.

1.12. Licensor Practices. Licensor's rules and practices for Attachments as set forth in Exhibit 1.12 attached hereto.

1.13. Make Ready Costs. All costs necessary for Licensor to prepare its Distribution Poles for Licensee's Attachments, including the costs of materials, labor, engineering, supervision, overhead, and a share of Tree Trimming costs (as calculated in Section 6.5). Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements in Section 4.4 hereto. Also included among "Make Ready Costs" are the costs of installing or changing out primary poles, secondary poles and Service Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications of Section 4.4.

1.14. Make Ready Estimate. The estimate prepared by Licensor for all Make Ready Work that may be required by Licensor to accommodate Licensor's Distribution Poles for attachment by Licensee, in the form set forth in Exhibit 1.14.

1.15. Make Ready Work. All work required by Licensor to accommodate Licensor's Distribution Poles for attachment by Licensee.

1.16. Overlashing. The practice whereby a service provider physically ties or otherwise attaches new wiring to wiring that already has been affixed to a Distribution Pole.

1.17. Pole Attachment Rental Fee. The annual amount per Attachment per Attached Pole that Licensee must pay to Licensor pursuant to this Agreement in order to affix each Attachment to Licensor's Distribution Poles.

1.18. Required Authorizations. All legally required authorizations that Licensee must obtain from federal, state, county or municipal authorities, public or private landowners, or other third parties, to erect, operate and maintain its Attachments, and to provide the Services, including all required franchises, consents, easements, and certificates of convenience and necessity.

1.19. Security Instrument. A performance bond or its equivalent (*e.g.*, irrevocable letter of credit) to be used by Licensee to guarantee Licensee's payment in full of all Pole Attachment Rental Fees and other amounts payable to Licensor under this Agreement.

1.20. Services. Cable television, telecommunications, Internet, data transmission or other similar services or combination of services provided by Licensee.

XX Tag. Means to place distinct markers for wires, cables and risers coded by means specified by the Licensor and applicable federal, state, or local regulations that will readily identify its owner and cable type and be legible from the ground.

1.21. Term. The period during which this Agreement remains in effect.

1.22. Tree Trimming. Any clearing or re-clearing of existing rights-of-way or easements and any tree or brush trimming necessary for the establishment and maintenance of Attachments, as determined by Licensor in its sole judgment.

1.23. Unauthorized Attachment. Any affixation of any Licensee facility of any nature to any property of Licensor, including Distribution Poles, that has not been authorized by Licensor as required by this Agreement. Unauthorized Attachments may include facilities affixed to Licensor's property without Licensor's express written authorization prior to the Effective Date of this Agreement.

1.24. Unauthorized Attachment Fee. The fee to be paid by Licensee for each Unauthorized Attachment.

2. PURPOSE

The purpose of this Agreement is to allow Licensee to install and maintain Attachments on Licensor's electric Distribution Poles in Licensee's Service Area for the limited purpose of providing Licensee's Services.

3. LICENSOR OBLIGATIONS

3.1. Quiet Enjoyment. Subject to the terms and conditions of this Agreement, and throughout the Term of this Agreement, Licensor shall not intentionally disturb Licensee's authorized Attachments, except as such disturbance may be necessary in an emergency or natural disaster situation, provided that Licensee is performing in accordance with all terms and conditions of this Agreement.

3.2. Diligence and Good Faith. Consistent with the terms and conditions of this Agreement, Licensor shall in good faith diligently pursue all reasonable measures to accommodate Licensee's authorized Attachments.

3.3. Access to Distribution Poles; Easements. Each Party shall be responsible for obtaining its own rights-of-way and easements FOR AREAS OUTSIDE OF LICENSOR'S STREET RIGHTS-OF-WAY. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS THE PROPERTY UNDERLYING LICENSOR'S DISTRIBUTION POLES. Licensor shall not be liable should Licensee at any time be prevented from placing or maintaining its Attachments on Licensor's Distribution Poles because Licensee failed to obtain appropriate rights-of-way or easements. Licensor may require Licensee to demonstrate that it has secured its own rights-of-way or easements prior to authorizing any Attachments. If such a requirement is imposed, the time for Licensor to respond to Licensee's Application shall be tolled pending Licensee's response. Consistent with the terms and conditions of this Agreement, Licensor shall permit Licensee access to Licensor's Distribution Poles and related overhead street rights-of-way and other easements. Further, Licensee's use of the overhead or other easements is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under applicable contracts and instruments between Licensor and other entities, and under federal, state and local laws and regulations. THIS AGREEMENT APPLIES ONLY TO DISTRIBUTION POLES, AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO OR OTHER PROPERTY OF LICENSOR.

3.4. Maintenance of Attached Poles. At its' own expense, Licensor shall maintain the Attached Poles, and replace, reinforce or repair such poles as Licensor becomes aware that they are defective, in Licensor's sole judgment.

4. LICENSEE OBLIGATIONS

4.1. Use of Attachments. Licensee shall use the Attachments solely to provide the Services.

4.2. Licensee Service Area. Licensee shall identify the Licensee Service Area using Exhibit 1.11.

4.3. Compliance with Applicable Rules. Licensee shall comply with all federal, state, and local rules, regulations and ordinances and all technical rules and specifications applicable to Licensee's affixation of Attachments to Licensor's Distribution Poles as authorized herein.

4.4. Technical Requirements and Specifications.

- (a) At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable technical requirements and specifications, including, but not limited to:
 - (i) requirements and specifications of the National Electrical Safety Code ("NESC"), the National Electrical Code ("NEC"), the Occupational Safety and Health Act ("OSHA") and the Washington State Electrical Code ("WSEC"), and to the extent such requirements or specifications may conflict, then the most stringent of the NESC, NEC, OSHA or WSEC requirements and specifications;
 - (ii) any amendments or revisions of, or successor(s) to, the requirements and specifications of the NESC, NEC, OSHA, and WSEC;
 - (iii) the Licensor Practices set forth in Exhibit 1.12; and
 - (iv) any current or future rules or orders of any federal, state or local authority having jurisdiction.
- (b) Licensee shall bring into conformity as soon as practical following notice by Licensor, and no later than 90 business days following such notice, any existing Attachments of Licensee that do not conform to the technical requirements and specifications listed in this section. In the event that Licensee fails to comply with this requirement, Licensor in its sole discretion may elect to bring such Attachments into compliance and Licensee shall reimburse Licensor for all costs related thereto. Failure by Licensor to inspect Licensee's conformance to the technical requirements and specifications listed in this section or to take action on its own to bring such Attachments into compliance shall not cause Licensor to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder.
- (c) The Licensor Practices may be amended from time to time by Licensor as necessary in its sole discretion to promote the safe and efficient operation of its electric distribution system, including the Distribution Poles, without resort to the provisions of Section 20 (Modifications), and Licensee agrees to be bound by any such amendment. In the event that Licensor amends the Licensor Practices set forth in Exhibit 1.12, Licensee shall make all required modifications within **thirty (30)** days after receipt of notice thereof from Licensor. Nothing herein shall be interpreted to limit the ability of the Licensor, as a municipality, from enacting, repealing or amending its ordinances; and, particularly, exercises of its police _____ which may impact Licensee.

4.5. Assumption of Risk. Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, agents, contractors or subcontractors. Licensee assumes all risks related to the construction, operation and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Licensor.

4.6. Safety Precautions. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and to avoid interference to Licensor's safe and efficient operation of its electric distribution system. Should any such injury, damage or interference occur despite such steps, Licensee shall promptly notify Licensor **within 2 business days** of such injury, damage or interference. At Licensor's option, Licensee shall promptly **within 15 business days** either (i) repair such damage and/or resolve such interference, or (ii) compensate Licensor for the cost of repairing any such damage and/or resolving such interference, and shall indemnify Licensor as provided in Section 14.1.

4.7. Qualifications of Employees, Agents and Contractors. Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain the Attachments either (i) have been certified or trained by an entity acceptable to Licensor to work in the vicinity of electric Distribution Poles, or (ii) have received training with respect to work on electric Distribution Poles that is in Licensor's sole judgment at least as extensive as the training received by Licensor's employees performing similar work. Licensee shall produce proof of such certification or training upon Licensor's request.

4.8. Identification Markers.

- (a) Licensee shall place and maintain permanent identification markers on each of its Attachments prior to affixing it to Licensor's Distribution Poles. All identification markers must be located at or near the point where such Attachments are affixed to each Distribution Pole, and must:
 - (i) be non-metallic;
 - (ii) be of a distinctive and uniform design;
 - (iii) include an alphanumeric code as specified by Licensor;
 - (iv) be legible, clearly visible and recognizable from the ground by a person having normal vision; and
 - (v) not show Licensee's name or insignia, unless prior consent of Licensor is obtained and it is made clear that Licensee is not the owner of the pole.
- (b) Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Licensor encounter any of Licensee's Attachments without permanent identification markers, Licensor may notify Licensee provided that Licensor can identify the Attachments as belonging to Licensee. Licensee shall have thirty (30) calendar days from the date of notice to place such permanent identification markers on those Attachments. If the markers are not placed within thirty (30) calendar days, then Licensor may remove such Attachments without incurring any liability to Licensee, and Licensee shall reimburse Licensor for the cost of such removal.

4.9. Notification of Attachments. Licensee shall notify Licensor on an ongoing basis upon Licensor's request of the precise location and total number of Licensee's Attachments.

5. MUTUAL OBLIGATIONS

Each Party shall take all precautions as are reasonably necessary to avoid damaging the facilities of the other.

6. ESTABLISHING ATTACHMENT TO POLES

6.1. Pole Attachment Application. Before Licensee may affix any attachments to or make use of any of Licensor's Distribution Poles under this Agreement, Licensee shall (a) submit to Licensor an Application requesting Licensor's permission to attach to or make use of each such pole; (b) receive written approval from Licensor authorizing the attachment to or use of each such pole; and (c) comply with all procedures set forth in this section. Licensee's failure to request and receive Licensor's permission as described herein will subject each Unauthorized Attachment to an Unauthorized Attachment Fee.

6.2. Application Processing Fee. To cover costs incurred by Licensor in processing Licensee's Application, including but not limited to the cost of performing all engineering, administrative and other activities necessary to prepare the Make Ready Estimate, Licensee shall pay to Licensor the Application Processing Fee.

6.3. Decision Regarding Application. If in the sole judgment of Licensor attachment to Licensor's Distribution Poles as proposed in the Application is undesirable or impracticable based on the technical requirements and specifications of Section 4.4, or because of other capacity, safety, reliability or engineering concerns, Licensor may reject all or part of the Application or limit the number and character of Attachments on any Distribution Pole. Within forty-five (45) calendar days after the receipt of such Application, Licensor shall notify Licensee in writing whether the Application is approved, approved with modifications, or rejected.

6.4. Make Ready Estimate.

- (a) Licensor shall, on the basis of the Application and associated construction plans and drawings, submit to Licensee within forty-five (45) calendar days of receipt of Licensee's Application a Make Ready Estimate (based on Licensor's method of computing costs, which shall follow generally accepted accounting principles) for all Make Ready Work which may be required for each Distribution Pole, including an estimated completion date for such Make Ready Work.
- (b) Upon notice pursuant to Exhibit 1.14 attached hereto that the Make Ready Estimate has been accepted by Licensee, Licensor shall proceed with the Make Ready Work covered by the Make Ready Estimate. Licensor shall undertake commercially reasonable efforts to complete this work by the estimated completion date but does not guarantee completion by such date. Nothing shall preclude the Parties from making other mutually agreeable arrangements for contracting for or otherwise accomplishing the necessary Make Ready Work. Upon completion of all Make Ready Work, Licensor shall send to Licensee an itemized statement for the actual, full costs of the Make Ready Work. Licensor's invoice may not exceed [120%] of the Make Ready Estimate, and Licensee will not be required to pay more than [120%] of such estimate.
- (c) Licensor may, in its sole discretion, require Licensee to submit a deposit up to the amount identified in the Make Ready Estimate prior to performing any Make Ready Work.
- (d) Upon completion of the Make Ready Work and payment of the Make Ready Costs, Licensee shall obtain Authorization to use the Distribution Poles and to make Attachments in accordance with the terms of this Agreement.

- 6.5. Tree Trimming A pro-rata share of tree trimming costs are included in the pole attachment fees. Tree Trimming shall be performed by Licensor in its sole judgment.
- 6.6. Overlashing.
- (a) Any proposed Overlashing by Licensee shall constitute a separate Attachment subject to the Application process and all other provisions of this Agreement.
- (b) Licensee shall not allow third party Overlashing without Licensor's prior approval.

7. PAYMENT PROVISIONS

7.1. Pole Attachment Rental Fee. The annual rental period covered by this Agreement shall be the twelve-month period beginning on the Effective Date and continuing for each twelve-month period thereafter. Licensor shall invoice Licensee for the Pole Attachment Rental Fee at the beginning of the annual rental period. The Pole Attachment Rental Fee for each period shall be based on the number of Attachments on Licensor's Distribution Poles as of the day preceding the annual rental period.

7.2. Payment Period. All amounts payable under this Agreement shall be due within thirty (30) days of the date of invoice. Interest shall be charged at the rate of **1.5%** per month or the maximum amount allowed by law on the unpaid balance of delinquent bills for each month or part thereof that any bill remains unpaid.

7.3. CPI Increases. Licensor in its sole discretion may increase all fees that are due and payable under this Agreement effective on each annual anniversary date of the Effective Date to reflect increases in the Consumer Price Index for the Seattle-Tacoma metropolitan area (CPI-U) that have occurred since the Effective Date. Licensor shall provide at least **thirty (30) days** notice to Licensee before the effective date of any such increase in fees.

7.4. Security. Licensee shall furnish a Security Instrument at Licensee's expense and in the amount identified above, with terms and conditions and from a financial institution acceptable to Licensor, in order to guarantee Licensee's payment in full of all Pole Attachment Rental Fees and other amounts payable to Licensor under this Agreement. No Authorization for any Attachments will be granted to Licensee until the Security Instrument required by this section is received by Licensor.

Comment [LN1]: ?

8. INSPECTIONS

8.1. Right to Conduct. Licensor may conduct inspections of Licensee's Attachments from time to time as necessary in Licensor's sole judgment to determine whether Licensee's Attachments meet the technical requirements and specifications listed in Section 4.4. If practicable, as determined in Licensor's sole judgment, Licensor shall provide ten (10) business days notice of such inspections to Licensee, and Licensee shall have the right to be present at and observe any such inspections. Such inspections may be conducted no more frequently than once every year, unless Licensor determines that more frequent inspections are necessary for reasons involving safety of persons or protection of property. Licensee shall reimburse Licensor for all costs and expenses of conducting inspections to the extent such expenses are attributable to Licensee's Attachments.

8.2. Safety Violations. If during inspection or otherwise Licensor determines that any of Licensee's Attachments do not conform with the technical requirements and specifications listed in Section 4.4, Licensee shall, upon notice by Licensor, pay a Safety Violation Fee for each such violation, and shall correct such nonconformance within thirty (30) calendar days of notification of such nonconformance, unless in Licensor's sole judgment safety considerations require Licensee to take corrective action within a shorter period. Should Licensee fail to take all steps necessary to comply with this requirement, or if safety considerations so require, Licensor may elect to do such work itself, and Licensee shall reimburse Licensor for all costs incurred by Licensor. Licensor shall not be liable for any loss or damage to Licensee's facilities which may result, and Licensee shall be responsible for any additional damages resulting from its failure to act in a timely manner in accordance with these requirements.

9. AUDITS

9.1. Right to Conduct Audits. Licensor may conduct an audit of Licensee's Attachments to verify the number of Licensee's Attachments. Any such audit may be conducted no more frequently than once every year, unless Licensor in good faith believes that Licensee's reported number of Attachments is inaccurate, in which case Licensor may audit as frequently as is necessary in its sole discretion. Licensor must provide thirty (30) days notice of any such audit so that Licensee may be present and observe such audit. Licensee shall reimburse Licensor for all costs and expenses of conducting audits.

9.2. Review of Records in Lieu of Audit. Licensor and Licensee may mutually agree that in lieu of audits, the number of Attachments maintained by Licensee shall be determined from existing maps and attachment records. If both Parties agree to use this method, each Party shall make all relevant maps and records available to the other Party, and the number of Attachments maintained by Licensee shall be cooperatively determined. The accuracy of such maps and records must be verified by the Party proposing to use them.

10. UNAUTHORIZED ATTACHMENTS

10.1. Unauthorized Attachment Fee. Licensee shall pay to Licensor an Unauthorized Attachment Fee within thirty (30) calendar days of notification of each Unauthorized Attachment. Licensor may require that such Unauthorized Attachment be removed by Licensee, or Licensor itself may remove the Unauthorized Attachment without liability, at Licensee's expense. The Unauthorized Attachment Fee shall be in addition to any and all other applicable fees, including without limitation, Pole Attachment Rental Fees due and payable for the current year and all prior years in which the Unauthorized Attachment existed. Nothing herein shall act to limit any other remedies, including a remedy for trespass, that may be available to Licensor as a result of any Unauthorized Attachment.

10.2. Licensor Failure to Act. No act or failure to act by Licensor with regard to any Unauthorized Attachment shall be deemed to ratify or license the Unauthorized Attachment. If an Application for such attachment is subsequently approved, such approval shall not operate retroactively to constitute a waiver by Licensor of any of its rights under this Agreement regarding the Unauthorized Attachment, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception with regard to any such Unauthorized Attachment.

11. REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES

11.1. Replacement or Relocation of Poles. Except in an emergency involving safety of persons or protection of property, as determined by Licensor in its sole judgment, Licensor shall provide twenty (20) or more calendar days' notice to Licensee whenever Licensor intends to replace or relocate an Attached Pole, or

remove an Attached Pole specifying the poles involved and the time of such proposed replacement, relocation or removal.

Should Licensee fail to transfer its Attachments at the time specified for such transfer, in any event within ninety (90) calendar days of the date of notification, Licensor may elect to transfer Licensee's Attachments, and Licensee shall reimburse Licensor for all costs of such transfer, and Licensor shall not be liable for any loss or damage to Licensee's facilities which may result. Licensee shall be responsible for any additional damages resulting from its failure to transfer its Attachments. If Licensor has removed its attachments and Licensee's Attachment(s) remain on the original pole, Licensee shall become liable for the original pole, if it still exists, as provided in Section 12.1.

11.2. Replacement and Relocation Costs. Licensor shall replace or relocate Distribution Poles at its own expense. Notwithstanding the foregoing, if Licensor in good faith determines that a Distribution Pole needs replacement in order to accommodate Licensee's proposed Attachments, then Licensor may do so with Licensee's consent and Licensee will bear the expense of such replacement.

11.3. Vacating Pole Space. In the event it becomes necessary for Licensor, Licensor's subsidiary or affiliate or any other entity in which Licensor holds an interest, or another utility with whom Licensor has a prior agreement for pole attachments, to use the space on a Distribution Pole occupied or to be occupied by Licensee's Attachments, Licensee shall, upon receipt of sixty (60) calendar days notice, either (a) vacate the space by removing its Attachments at its own expense, or (b) if Licensor decides to replace the pole with a larger pole that can accommodate Licensee's Attachments, bear the expense of such replacement and transfer its Attachments to the new pole.

11.4. Costs for Installation, Removal and Transfer of Licensee's Attachments. Licensee shall be solely responsible for all costs of installation, removal or transfer of its Attachments on, from or to Licensor's Distribution Poles.

11.5. Costs for Rearrangement of Other Facilities. In any case where the facilities of Licensor or another attacher(s) are required to be rearranged on the poles of Licensor in order to accommodate Licensee's Attachments, Licensee shall reimburse Licensor and the other attacher(s) the total reasonable costs incurred by Licensor or the other attacher(s) in rearranging such facilities to accommodate Licensee's Attachments.

12. ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES

12.1. Right to Abandon or Remove; Licensee Obligations. Upon sixty (60) calendar days notice to Licensee, Licensor may in its sole discretion abandon or remove any Attached Pole. Within this 60-day period, Licensee shall remove its Attachments and transfer its facilities to the nearest facilities owned by Licensor if authorized by Licensor, or take other action not inconsistent with this Agreement. If Licensor elects to sell such pole, Licensor shall provide Licensee with a properly authorized bill of sale reflecting the net book value of the pole. Licensee shall receive the pole "as is," and shall indemnify, defend and hold harmless Licensor from all obligation, liability, cost, claim, damage, expense or charge related thereto or raised thereafter. Should Licensor elect to sell such pole, Licensee shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, Licensee shall comply with the terms and directions of the appropriate material safety data sheet and with state and federal law regarding the maintenance, replacement, and/or disposal of the pole. Licensor does not warrant, guarantee, or imply that such pole possesses sufficient mechanical strength as required by or for any use of Licensee. Licensor makes no representations or guarantees concerning any right to occupy the premises where the pole is currently located upon the removal of Licensor's facilities.

12.2. Governmental Requirement to Remove. In the event that the use of any Distribution Pole is or becomes lawfully forbidden by federal, state, county or municipal authorities or by owners of private property, Licensor shall provide sixty (60) calendar days notice to Licensee that the Authorization covering the use of such pole will be terminated, and that the Attachment(s) of Licensee must be removed from the affected pole at Licensee's expense. Notwithstanding the foregoing, if the federal, state, county or municipal authority, or private landowner requires discontinuance of the pole in less than sixty (60) calendar days, the notice provided by Licensor shall be reduced accordingly.

12.3. Governmental Requirement to Shorten Pole. If a governmental authority requires Licensor to reduce the height of a Distribution Pole such that the continued presence of Licensee's Attachments would not comply with the requirements of this Agreement, then the Authorization covering Licensee's Attachments to the pole shall immediately terminate upon notice from Licensor, and Licensee shall remove its Attachments from the affected pole at its own expense by the date specified by Licensor.

12.4. Removal of Attachments. Licensee may at any time and in its sole discretion remove any of its Attachments from Licensor's Distribution Poles, but shall provide seven (7) business days notice of such removal to Licensor. Such notice shall fully identify, by pole number and location, the poles from which such Attachments are being removed. Licensee's obligations to make Pole Attachment Rental Fee payments shall continue until (i) Licensor receives such notice, and (ii) Licensee actually removes its Attachments. No refund of any rental fee will be due on account of such removal unless that removal is triggered by a Default of this Agreement by Licensor. Licensee shall immediately treat all affected poles with an industry-acceptable wood preservative, plug all holes left by such Attachments, and repair such facilities as reasonable and appropriate in Licensor's judgment.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1. Common Representations. Each Party represents and warrants that: (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and

will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement.

13.2. Required Authorizations. Licensee represents and warrants that it has obtained all Required Authorizations, and covenants that it will maintain and comply with the Required Authorizations throughout the Term.

13.3. LIMITATIONS ON WARRANTIES. THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF LICENSOR'S DISTRIBUTION POLES.

14. INDEMNIFICATION

14.1. Licensee Indemnification. Licensee shall indemnify, protect, save harmless and insure Licensor, its officers, agents and employees, from and against any and all claims and demands for, or litigation with respect to, service interruptions, damages to property and for injury or death to persons, including payments made under any Title 51 RCW or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, or other damages which may arise out of or be caused by Licensee or its agents, employees, contractors or subcontractors with respect to the erection, operation, maintenance, presence, use, repair, rearrangement or removal of Licensee's Attachments or Unauthorized Attachments or the proximity of Licensee, its agents and employees on or in the vicinity of Licensor's Distribution Poles.

It is specifically and expressly understood that the indemnification provided herein constitutes a waiver of the parties' immunity under Title 51 RCW solely for the purposes of this indemnity. The parties have mutually negotiated this joint waiver.

14.2. Licensor Indemnification. Licensor shall indemnify, protect, save harmless and insure Licensee from and against any and all claims and demands for, or litigation with respect to, damages to property, and for injury or death to persons, including payments made under Title 51 RCW or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by any gross negligence or willful misconduct of Licensor or its agents, employees, contractors or subcontractors on or in the vicinity of Licensee's authorized Attachments.

It is specifically and expressly understood that the indemnification provided herein constitutes a waiver of the parties' immunity under Title 51 RCW solely for the purposes of this indemnity. The parties have mutually negotiated this joint waiver.

14.3. Notice. In the event of any claim, demand or litigation specified in this section, the Party to be indemnified (the "Indemnified Party") shall give prompt notice to the other Party (the "Indemnifying Party") of such claim, demand or litigation. The Indemnifying Party shall have sole control of the defense of any action or litigation on such a claim or demand (including the selection of appropriate counsel) and all negotiations for the settlement or compromise of the same, except that the Indemnifying Party may not make

any non-monetary settlement or compromise without the Indemnified Party's consent, which consent shall not be unreasonably withheld. The Indemnified Party shall cooperate with the Indemnifying Party in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent the Indemnified Party from participating in the defense and/or settlement of any claim, demand or litigation by the Indemnified Party's own counsel at the Indemnified Party's own expense.

15. LIMITATIONS ON DAMAGES

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY LICENSEE OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF LICENSEE FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

16. INSURANCE

16.1. Insurance Requirement. Licensee shall carry insurance in such form and issued by such companies as are reasonably satisfactory to Licensor to protect the Parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of any loss, injury, death or damage involving any Attachment. Throughout the Term of this Agreement, Licensee shall take out and maintain, and shall ensure that its agents, contractors and subcontractors take out and maintain, insurance that, at a minimum requires:

- (a) Workers' compensation and employer's liability insurance, as required by Title 51 RCW, covering all employees who perform any of Licensee's obligations under this Agreement.
- (b) Public liability insurance covering all of Licensee's operations under the Agreement with limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$10 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- (c) Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, non-owned, or hired, with limits for bodily injury or death of not less than \$1 million per person and \$1 million per occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may also be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

16.2. Certificate of Insurance. Within thirty (30) calendar days of the Execution Date, Licensee shall furnish to Licensor a certificate evidencing compliance with the above insurance requirements. This certificate shall list Licensor as additional insured and shall note specific cancellation language, as follows: "In the event of cancellation or material change of said policies, the insuring company shall give the Party to whom this certificate is issued thirty (30) days prior notice of such cancellation or material change." If Licensee fails to renew adequate insurance, Licensor may terminate this Agreement pursuant to Section 17 (Defaults).

16.3. Responsibility for Contractors. Licensee shall bear full responsibility for ensuring that its agents, contractors and subcontractors are in full compliance with the requirements of this section before they perform any work for Licensee in connection with this Agreement.

16.4. No Limitation on Indemnities. The purchase of the insurance required by this section shall not relieve Licensee of its liability or obligations under this Agreement or otherwise limit Licensee's liability under Sections 14.1 and 14.3.

17. DEFAULTS

17.1. Licensee Default. If Licensee is in Default under this Agreement and fails to correct such Default within the cure period specified below, Licensor may, at its option, and without further notice:

- (a) declare this Agreement to be terminated in its entirety;
- (b) terminate the Authorization covering the Distribution Pole(s) with respect to which such Default shall have occurred;
- (c) decline to authorize additional Attachments under this Agreement until such Defaults are cured;
- (d) suspend Licensee's access to or work on any or all of Licensor's Distribution Poles;
- (e) correct such Default and charge Licensee as provided in this Agreement; and/or
- (f) seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

17.2. Licensee Cure Period. For a period of thirty (30) calendar days following receipt of notice from Licensor, Licensee shall be entitled to take all steps necessary to cure any Defaults. The 30-day notice and cure period does not apply to any Default by Licensee of its payment obligations under this Agreement.

17.3. Termination Because of Licensee Default. If Licensor terminates this Agreement because of Licensee's Default, Licensee shall not be entitled to any refund of any Pole Attachment Rental Fee.

17.4. Reimbursement for Licensor Work. If Licensee fails to cure a Default with respect to the performance of any work that Licensee is obligated to perform under this Agreement, Licensor may elect to perform such work, and Licensee shall reimburse Licensor for all costs related thereto.

17.5. Licensor Default. If Licensor is in Default under this Agreement, Licensor shall have thirty (30) calendar days following notice from Licensee within which to correct such Default. If Licensor does not cure its Default within the allotted time period, Licensee may, at its sole discretion, either terminate this Agreement or seek specific performance of the terms of this Agreement through a court of competent jurisdiction. If Licensee elects to terminate the Agreement, Licensor shall within thirty (30) calendar days refund to Licensee on a pro rata basis any Pole Attachment Rental Fee paid for the current annual rental period.

17.6. Attorney Fees and Court Costs. If either Party fails to cure a Default with respect to any of its obligations under this Agreement and it becomes necessary for the other Party to obtain the services of an attorney, who is not a salaried employee of that Party, to enforce its rights under this Agreement, the defaulting Party agrees to pay all reasonable attorney fees and court costs of litigation associated with such enforcement, if the other Party is successful.

18. TERMINATION OF AGREEMENT

Upon termination of this Agreement, Licensee shall remove all of its Attachments from all of Licensor's Distribution Poles within sixty (60) calendar days. If any Attachments are not so removed within sixty (60) calendar days following such termination, Licensor shall have the right to remove such Attachments, and to use, dispose of or sell same, at Licensee's sole expense and without any liability to Licensee.

19. WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

20. MODIFICATIONS

Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented at any time only upon written agreement by the Parties hereto. Notwithstanding the foregoing, all Exhibits may be modified by Licensor upon thirty (30) calendar days notice to Licensee. The names, addresses, facsimile numbers and electronic mail addresses to which notices must be sent may be modified by either Party upon notice to the other.

21. PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property and services subject to this Agreement.

22. NOTICES

Any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other shall be in writing and shall be delivered via personal delivery, Federal Express (or other equivalent, generally recognized overnight delivery service), facsimile or electronic mail transmission, or certified U.S. mail return receipt requested. Notice given by facsimile shall be deemed to have been received when transmitted, provided that the sender shall have received a transmission report indicating that all pages of the notice have been transmitted with the correct facsimile number. Notice given by electronic mail shall be deemed given when directed to an electronic mail address at which the recipient has consented to receive such notice. Notice given by personal delivery, overnight delivery, or certified U.S. mail shall be effective upon receipt.

23. PUBLIC RECORD

This Agreement is a public record and its release is governed by the provisions of Chapter 41.56 RCW.

24. FORCE MAJEURE

Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party

shall promptly notify the other Party of any delay in performance under this section and its effect on performance required under this Agreement.

25. CONSTRUCTION OF AGREEMENT

This Agreement was reached by each Party after arms' length negotiations and upon the opportunity for advice of counsel, and shall not in any way be construed against either Party on the basis of having drafted all or any part of this document. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "including" or "includes" do not limit the preceding words or terms.

26. OWNERSHIP RIGHTS

All Attached Poles under this Agreement shall remain the property of Licensor, and Licensee's rights in Licensor's Distribution Poles shall be and remain a mere license for as long as authorized under the terms and conditions of this Agreement. Nothing herein shall be construed to compel Licensor to maintain any of its poles for a longer period than is required by Licensor's own service requirements.

27. THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the Parties and may be enforced solely by the Parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, except as provided herein.

28. SEVERABILITY

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail. In such event, however, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

29. PRIOR AGREEMENTS SUPERSEDED

This Agreement embodies the entire agreement between Licensor and Licensee with respect to the subject matter of this Agreement, and supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee, written or unwritten, with respect to that subject matter.

30. ASSIGNMENT AND TRANSFER

Licensee shall not assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensor. Licensor may condition such consent upon the assignee's or transferee's agreement to reasonable additional or modified terms or conditions. If there is a change of Control of Licensee, then Licensor shall have the right, in its reasonable discretion, immediately to terminate this Agreement in its entirety without further liability. Licensor may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensee.

31. FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS

This Agreement may be executed using facsimile or electronic signatures and such facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

32. SURVIVAL; LIMITATIONS ON ACTIONS

Notwithstanding the termination of this Agreement for any reason, Sections 14, 15, 19, 22, 23, and 25 through 29 shall survive termination for the applicable statute of limitations. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations.

[END OF TERMS AND CONDITIONS]

Exhibit 1.0

Application No. _____
Contract No. _____ [Or other system of identification used by the cooperative to identify the Agreement.]
Name of Licensee Company:

FEES & CHARGES

1. Annual Pole Attachment Fee: (Fee will be charged on a per Pole basis)

Calculated by using the FCC's Telecom Formula where:

Attacher Responsibility % x Net Cost of bare Pole x Carrying Charge Rate = Annual Attachment Fee

Pole Measurements:

Milton's Standard Pole = 45'
Unusable Space = 24.5'
Usable Space = 20.5'
Each Attachment Requires 1' of Space
Average Pole has 2.4 attachments

Pole Attachment Rate Calculations, FCC Formula

Unusable Space Factor
2/3 Factor = .67
Unusable Space = 24.5'
Pole Height = 45'
Net Cost of Bare Pole = \$679.00
Number of attachers = 2.4
Carrying Charge Rate = 40%
Attacher Responsibility = $1 + (.67 \times (24.5/2.4)) / 45 = 17\%$
 $17\% \times \$679 \times 40\% = \44.13 Per Pole

Adjustment of Annual Pole Attachment Fee:

City of Milton will perform an annual evaluation of all fees associated with this agreement to reflect increases in operating costs. If an adjustment is required, City of Milton will provide **thirty (30) days'** notice to attaching utility.

2. Non-Recurring Fees:

- Application Processing Fee.....\$100.00 per Application
(Up to 20 Poles)
- Application Processing Fee.....\$250.00 per Application
(21 or more Poles)
- Application Processing Fee (Removals Only).....No Charge
- Make Ready Work Charges.....See Section 6.4
- Pole Removal Fee.....\$250.00
- Safety Violation Fee.....\$500.00

3. Unauthorized Attachment Fee:

- 3 x Annual Attachment Fee, per occurrence

4. Failure to Timely Transfer, Abandon or Remove Facilities Fee:

- 1/5 Annual Attachment Fee per day, per pole, first 30 days
- Annual Attachment Fee per day, per pole, second 30 days and thereafter

Exhibit 1.1

Application No. _____

Contract No. _____ [Or other system of identification used by the cooperative to identify the Agreement.]

Name of Licensee Company:

POLE ATTACHMENT APPLICATION

[INSERT CURRENT POLE ATTACHMENT APPLICATION]

In accordance with the above referenced Agreement, application is hereby made for Licensee to make attachments to _____ (no more than 50) Distribution Poles located in or near _____, in the County of _____ and the State of _____.

The poles for which Authorization to attach is requested are listed by pole number below and further identified on the attached map.

The following information is attached as part of this Application:

- (a) construction plans and drawings detailing Licensee’s build out plan;
- (b) maps indicating specifically the Distribution Poles of Licensor that Licensee proposes to use;
- (c) the number and character of the Attachments to be placed on each Distribution Pole;
- (d) all equipment to be included in Licensee’s attachments;
- (e) Drop/Lift Poles that Licensee intends to install;
- (f) the total tension, weight, and transverse loading data for the wires, including multiplication by the applicable overload factors of the NESC;
- (g) the size and type of messenger wire including weight/feet and design tension;
- (h) the size and type of cable including weight/feet, design tension, and diameter;
- (i) a drawing showing the type and manner of bolted Attachments;
- (j) a drawing showing installation specifications, rating, and guy and anchor requirements proposed to be used by Licensee;
- (k) any pedestal attachments; and
- (l) any other information necessary, in Licensor’s sole judgment, for Licensor to determine if the requirements of Section 4.4 are met.

LICENSEE:

By: _____

Title: _____

Date: _____

List of Poles
(use additional sheets as necessary)

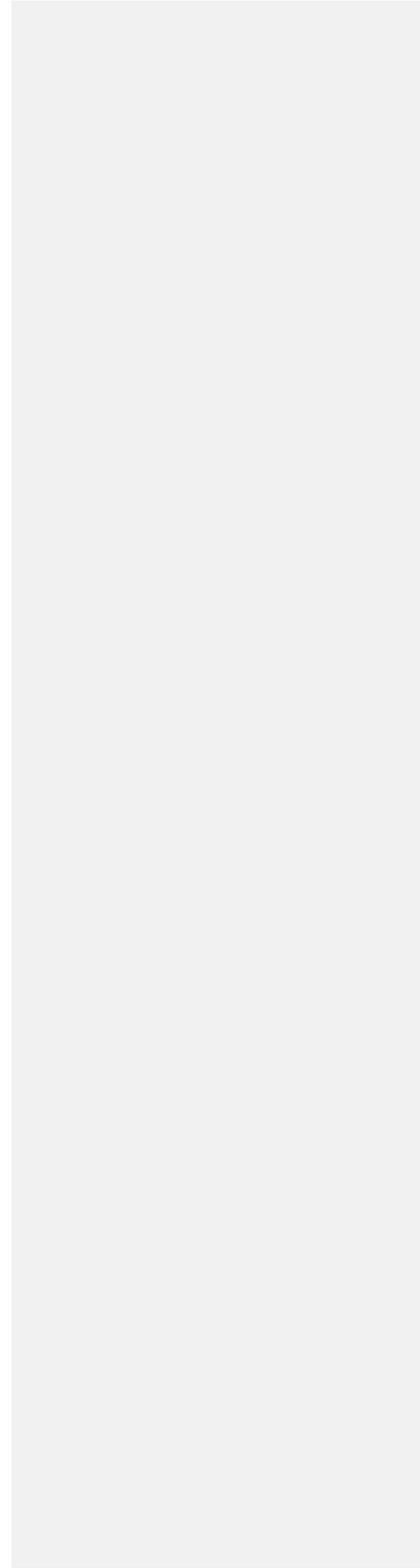


Exhibit 1.11

Application No. _____

Contract No. _____ [Or other system of identification used by the cooperative to identify the Agreement.]

Name of Licensee Company:

LOCATION OF LICENSEE SERVICE AREA

Attached hereto is a map or sketch graphically depicting Licensee's Service Area. The map or sketch shall be:

- (i) no larger than 30" x 30";
- (ii) properly folded to a size of no greater than 8 1/2" x 11" for inclusion in this Agreement; and
- (iii) stapled to the Agreement in the upper left corner.

This map need not show the precise location of each of Licensor's poles to which attachment is sought, but should identify the general area in which Attachments currently exist or are planned.

LICENSEE:

By: _____

Title: _____

Date: _____

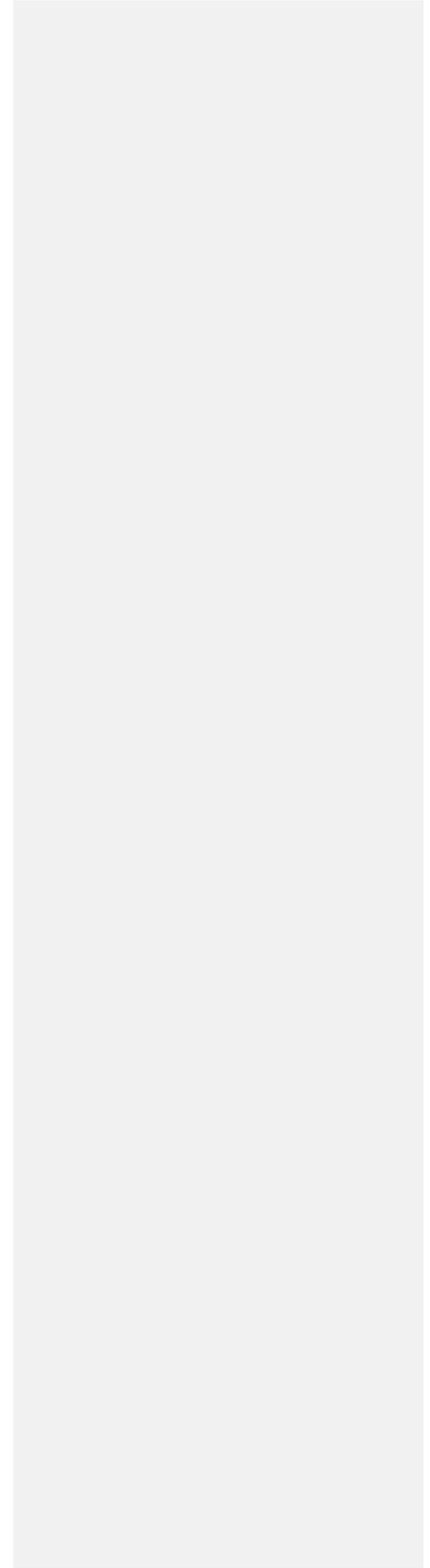


Exhibit 1.12

Application No. _____

Contract No. _____ [Or other system of identification used by the cooperative to identify the Agreement.]

Name of Licensee Company:

**LICENSOR RULES AND PRACTICES FOR
ATTACHMENTS**

1. Licensee shall install and maintain its Attachments at its own expense.
2. Any unbalanced loading of Licensor's Distribution Poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. Licensee may not place new guy attachments on Licensor's anchors without Licensor's prior consent.
3. A preliminary "ride through" of the proposed route of Licensee's facilities shall be made by representatives of Licensor and Licensee upon request by Licensor.
4. Licensee shall check and verify the condition of any pole prior to climbing or performing work on it. If a pole is deemed unsafe, Licensee must immediately notify Licensor by telephone and in writing as soon as practicable.
5. All Attachments shall be located on the same side of each pole as any existing telephone or communications cable, or as otherwise designated by Licensor.
6. On Attached Poles where Licensor has secondary conductors, all Attachments shall be located on the same side of the pole as the secondary conductors, or as otherwise designated by Licensor.
7. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire.
8. Licensee shall install no power supply on any of Licensor's poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.
9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after Licensor shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
11. All Attachments of Licensee shall have at least two inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.
12. All of Licensee's Attachments shall comply with NESC and WSEC clearance requirements and

shall be located a minimum of forty (40) inches below Licensor's lowest attached facilities. All mid-span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC and WSEC clearance requirements.

13. Licensee may, with prior approval of Licensor, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.
14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, subject to the approval of Licensor in its sole discretion.
15. In the event that any of Licensee's proposed attachments are to be installed upon poles already jointly used by Licensor and another party(ies), Licensee shall negotiate with such other party(ies) to determine clearances between its facilities and those of Licensor and such other party(ies), except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.
16. Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations. Such standards shall be signed and approved by a Professional Engineer representing Licensee, confirming that Licensee's standard installations conform with the NESC, WSEC, and good engineering design. With respect to non-standard Attachments, Licensee's Professional Engineer shall prepare or review plans for such non-standard Attachments, and submit such plans to Licensor with a statement that such non-standard Attachments comply with the NESC, WSEC, and good engineering design.

* * *

Exhibit 1.14

Application No. _____
Contract No. _____ [Or other system of identification used by the cooperative to identify the Agreement.]
Name of Licensee Company:

MAKE READY ESTIMATE
AND ACCEPTANCE OF MAKE READY ESTIMATE

Make Ready Estimate

Licensor must perform the following Make Ready Work at an estimated cost to Licensee of \$ _____ and an estimated completion date of _____:

[SEE ATTACHED]

LICENSOR:

CITY OF MILTON

By: _____

Print Name: _____
Public Works Director

Date: _____

* * *

Acceptance of Make Ready Estimate

The above Make Ready Estimate is accepted by Licensee.

Licensee shall complete installation of its Attachment(s) within ___ days following Licensor's notice of completion of Make Ready Work.

LICENSEE

By: _____

Title: _____

Date: _____



To: Mayor Perry and City Council Members
From: Lisa Tylor, Finance Director
Date: September 15, 2014
Re: **2015 Budget Development - Revenue Projections / Estimates**

ATTACHMENTS:

- A.** Revenue Forecasting Assumptions
- B.** Property Tax Assessed Values (Preliminary) & Tax Rates
- C.** General Fund Revenue Summary by Type
- D.** General Fund Revenue Detail
- E.** Revenue Summaries, Other Funds

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: No action is necessary at this time. Public Hearing is scheduled for October 6th.

Issue: Attached for your information are the following items outlining the ***preliminary*** projected 2015 revenues. While we would not expect these projections to change significantly prior to the adoption of the 2015 Budget, some figures may be revised as more timely and accurate information becomes available.

Background: Each year the City prepares revenue and expenditure forecasts as a basis for developing the annual budget for the following fiscal year. The forecasts are based on department input, historical budgetary performance, and prevailing general economic conditions at the time of the forecast. The goal is to create a reasonable baseline of forecasted values with which to measure and analyze actual performance in the future. Presented for your review is a detailed revenue forecast for the General Fund, as well as similar forecasts for other key funds of the city.

Discussion:
Revenue Forecast

Citywide revenues are projected along the lines of the *most likely* scenario. The *most likely* scenario is a dynamic forecast which anticipates changes in revenues triggered by state and local economic conditions, changes in the levels of service of departments and agencies, changes in governmental policies at the state or federal level, and various economic and demographic changes. The purpose of this dynamic forecast is to demonstrate the potential impact of various events and actions (current or future) on the selected revenue sources. Under this scenario, *Revenues* are projected to grow at rates that are responsive to dynamic forces in the economy.

Any known or anticipated changes in revenues as a result of potential changes in state revenue streams and/or legislation are reflected in the analysis.

The revenue forecast takes into consideration a number of *economic factors and trends*, including changes in economic growth, income, sales and Consumer Price Index (CPI), among other factors. Additionally, anticipated changes in *State or local policy* are also considered.

A public hearing on the projected revenue sources for 2015 is scheduled for October 6, 2014.

REVENUE FORECASTING ASSUMPTIONS – 2015

General Fund Revenues

Revenue estimates for 2015 have been developed using two separate methods; the results from the two methods were then compared, and the values that best fit current and expected future economic trends are used in our 2015 budget development.

- *The first method calculated actual 12-month revenues from August 2013 through July 2014.*
- *The second method used total revenues received January through July of 2014, and projected the annual collections using a monthly average collection rate.*

The detailed revenue worksheet (attached) clearly reflects the totals derived using the two methods, as well as the figures to be used for 2015 budgeting purposes.

Specific Revenue Assumptions

- **Property Taxes:** Based on current economic indicators, we are anticipating 2014 assessed values to increase compared to 2013 values. Our preliminary calculations assume a **10%** increase in both Pierce and King counties. Estimates will be revised throughout the budget review process as data is received from county assessors.
- **Sales Tax:** Based on collection rates seen in 2013 and through the first half of 2014, we are anticipating an increase of approximately \$29,000 compared to the amount budgeted for 2014. We are estimating 2015 sales tax revenues of \$724,000, an increase of 4% over the amount budgeted for in 2014.
- **State Shared Revenues:** 2015 revenue estimates in this area continue to reflect legislative reductions which went into effect mid-2012. Collections of both Liquor Excise Tax and Liquor Board Profits appear to have “normalized”, with regular quarterly collections of approximately \$2,000 to \$3,000 (tax) and \$15,000 to \$16,000 (profits). Additionally, there are current discussions related to distribution of Streamlined Sales Tax. Any information received in the coming months will be used to update our 2015 revenue projections.
- **Interfund Transfers / Shared Cost Allocations:** The city currently has two funds which require support (interfund transfers) in order to maintain operations. These funds are the Street Fund and the Vehicle Repair & Maintenance Fund. The amount of support required is directly related to level of expenditure activity in each of these three funds. Preliminary budget estimates also include estimated amounts to be transferred from the three utility funds (Electric, Water and Storm) to the General Fund, for these funds' share of general citywide/shared costs.
- **Business Licenses:** Projections are based on prior year collections and economic trends.
- **Permits, Planning Fees:** Projections are based on prior year collections and economic trends.
- **Fines & Forfeitures:** Projections are based on prior year collections and economic trends.

Street Fund Revenue

- **State Shared Revenues/ Fuel Tax:** With fuel prices expected to moderately increase over the next two years, state economists anticipate fuel tax revenue to increase by 1.0 percent in 2015. Cities receive distributions of this tax on a per capita basis.
- **Interfund Transfers:** *See explanation above. The actual amount of interfund support required from the General Fund will be determined as the 2015 Street Fund operating budget is finalized. Preliminary calculations indicate a minimum of \$265,000 will be required to support normal on-going costs, primarily personnel, within this fund.

Utility Fund Revenue

- **Electric Utility Charges**
- **Water Utility Charges**
- **Storm Water Utility Charges**

Revenue projections in these funds are based on projected total collections for 2014, and applying a 0.5% increase for 2015. This minimal increase is not due to increased rates, but a small factor due to increased usage.

Back to Agenda Bill

Proposed Tax Rate Breakdown - 2015 **Estimated Rates based on 2014 data*

PIERCE COUNTY RESIDENTS - 2015

ESTIMATED 2014 Assessed Valuation (AV): 582,828,466 (10% increase over 2013 values)

**Incl. newly annexed area*

Regular Levy	8.843	
Excess Levy	4.659	Fife School District
	<u>13.502</u>	

Avg Annual Tax* = **\$2,700.44**

**Based on a \$200,000 home value*

Regular Levy:	Rate	Tax
State	2.527	\$ 505.42 State
County	1.505	300.93 County
City of Milton	1.600	320.00 City of Milton
East Pierce Fire District	1.500	300.00 East Pierce Fire
Fire Dist. M&O Levy	0.371	74.15 East Pierce Fire
Fire Dist. EMS Levy	0.500	100.00 East Pierce Fire
Port of Tacoma	0.183	36.66 Port of Tacoma
PC Rural Library	0.500	100.00 PC Rural Library
Flood Control Zone	0.101	20.25 Flood Control Zone
Conservation Futures	<u>0.056</u>	<u>11.26</u> Conservation Futures
	8.843	\$1,768.67
		<u>931.77</u> Fife School District
		\$2,700.44

KING COUNTY RESIDENTS - 2015

ESTIMATED 2014 Assessed Valuation (AV): 92,904,186 (8.0% increase over 2013 values)

Regular Levy	8.830	
Excess Levy	4.659	Fife School District
	<u>13.489</u>	

Avg Annual Tax* = **\$2,697.72**

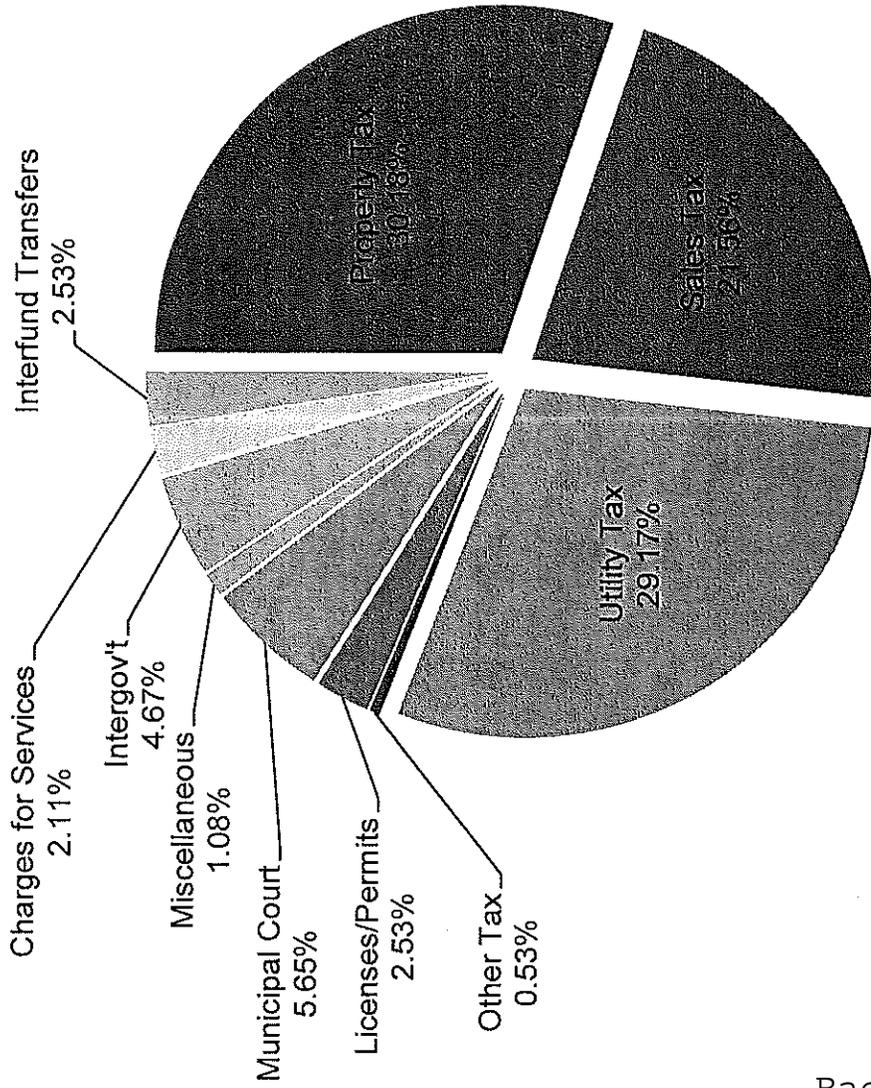
**Based on a \$200,000 home value*

Regular Levy:	Rate	Tax
State	2.470	\$ 494.09 State
County	1.516	303.21 County
City of Milton	1.600	320.00 City of Milton
East Pierce Fire	1.500	300.00 East Pierce Fire
Fire Dist. M&O Levy	0.371	74.15 East Pierce Fire
Fire Dist. EMS Levy	0.500	100.00 East Pierce Fire
Flood	0.154	30.74 Flood
Ferry	0.003	0.70 Ferry
Other	0.500	100.00 Other
Port	<u>0.215</u>	<u>43.07</u> Conservation Futures
	8.830	\$1,765.95
		<u>931.77</u> Fife School District
		\$2,697.72

Back to Agenda Bill

2015 Preliminary Revenue Projections
GENERAL FUND REVENUES - By Type

REVENUE TYPE	2011	2012	2013	2014	2014	2015
	Actuals	Actuals	Actuals	Adopted Budget	Projected Actuals	Preliminary Budget
TAXES						
Property Tax						
Pierce County	\$ 1,068,916	\$ 1,038,755	\$ 964,353	\$ 893,670	\$ 875,797	\$ 1,083,925
Pierce County - Fire/EMS Fund	842,127	811,089	868,034	-	-	-
King County	140,286	160,701	146,185	129,817	127,221	1,175
King County - Fire/EMS Fund	184,631	102,959	131,021	-	-	-
Subtotal	\$ 2,235,959	\$ 2,113,504	\$ 2,109,593	\$ 1,023,487	\$ 1,003,017	\$ 1,085,100
Sales Tax	692,252	703,110	792,770	742,000	742,908	775,000
Utility Tax	940,998	960,803	1,030,205	1,083,271	1,096,171	1,048,822
Parking Tax	-	-	-	-	519	500
Gambling Tax	21,227	17,313	18,427	16,000	19,512	18,500
Total Tax Revenue	\$ 3,890,437	\$ 3,794,730	\$ 3,950,994	\$ 2,864,758	\$ 2,862,127	\$ 2,927,922
LICENSES & PERMITS	\$ 88,807	\$ 253,676	\$ 92,350	\$ 101,700	\$ 99,791	\$ 90,950
INTERGOVERNMENTAL						
Federal Grants	91,918	81,877	90,748	90,590	124,180	1,000
State Grants	19,901	8,580	296	19,000	17,479	3,950
State Shared Revenues	178,865	188,233	163,822	168,000	164,069	163,000
Local Grants	24,183	1,135	-	-	-	-
Subtotal	\$ 314,867	\$ 279,825	\$ 254,866	\$ 277,590	\$ 305,728	\$ 167,950
CHARGES for GOODS & SERVICES	\$ 96,339	\$ 168,630	\$ 73,515	\$ 65,230	\$ 88,476	\$ 75,730
FINES & PENALTIES	\$ 261,557	\$ 265,309	\$ 177,357	\$ 218,700	\$ 243,055	\$ 203,000
MISCELLANEOUS REVENUES	\$ 40,756	\$ 173,189	\$ 54,767	\$ 29,100	\$ 62,748	\$ 38,900
OTHER FINANCING SOURCES						
Transfers-In	\$ 375,142	\$ 250,500	\$ 152,000	\$ 172,379	\$ 152,000	\$ 90,800
Insurance Recoveries	\$ 4,900	\$ 1,769	\$ -	\$ -	\$ 1,714	\$ -
TOTAL REVENUE	\$ 5,072,804	\$ 5,187,628	\$ 4,755,849	\$ 3,729,457	\$ 3,815,640	\$ 3,595,252
% Received Compared to Prior Year:		102.3%	91.7%		80.2%	94.2%
% Received Compared to Prior Year, Net of Lid Lift		84.2%	72.4%	n/a	n/a	n/a



2015 Revenue Estimates by Type

REVENUE PROJECTIONS - 2015

GENERAL FUND	Actual 2011	Actual 2012	Actual 2013	Amended Budget 2014	12-Month Comparative Period			updated: 9/11/14		2015 vs 2014		
					Aug-Dec 2013	Jan-JULY 2014	12-Month Total	2014 Projected	2015 Proposed	\$ Incr/ (Decrease)	% Incr/ (Decrease)	
REVENUE												
001-00-311-100-00	PierceCo Prop Tax	\$ 1,068,916	\$ 1,038,755	\$ 964,353	\$ 893,670	\$ 431,189	\$ 493,338	\$ 924,527	\$ 875,797	\$ 1,083,925	\$ 190,255	121.3%
002-00-311-102-00	PierceCo Prop Tax-LID LIFT	722,563	665,023	617,390	-	-	-	-	-	-	-	-
001-00-311-100-01	KingCo Prop Tax	138,722	159,306	145,260	128,617	68,283	56,870	125,153	126,045	-	(128,617)	0.0%
002-00-311-102-01	KingCo Prop Tax-LID LIFT	105,558	101,989	72,847	-	-	-	-	-	-	-	-
001-00-311-100-02	KingCo Park Levy	1,564	1,395	925	1,200	117	13	130	1,176	1,175	(25)	97.9%
002-00-311-101-00	PierceCo Prop Tax/EMS	119,564	146,066	250,644	-	-	-	-	-	-	-	#DIV/0!
002-00-311-101-01	KingCo Prop Tax/EMS	79,073	970	58,174	-	-	-	-	-	-	-	#DIV/0!
001-00-313-100-00	Retail Sales & Use Taxes	651,504	660,161	744,392	695,000	337,130	403,827	740,957	692,274	724,000	29,000	104.2%
001-00-313-200-00	Zoo/Park Sales Tax	40,749	42,949	48,379	47,000	21,489	29,536	51,025	50,633	51,000	4,000	108.5%
001-00-316-300-00	Parking Tax	-	-	-	-	-	303	303	519	500	-	-
001-00-316-430-00	Gas Utility Tax	85,141	83,913	76,251	95,000	25,634	72,832	98,466	124,854	95,000	-	100.0%
001-00-316-460-00	Cable TV Tax	61,481	102,618	106,658	98,000	27,382	84,260	111,642	105,000	110,000	12,000	112.2%
001-00-316-470-00	Telephone Utility Tax	240,794	228,531	207,940	230,000	78,178	110,647	188,825	189,680	190,000	(40,000)	82.6%
001-00-316-510-00	Electric Utility Tax - 6%	258,611	255,210	247,204	266,158	89,447	160,251	249,698	274,715	255,675	(10,483)	96.1%
001-00-316-520-00	Water Utility Tax - 9% (2013)	125,743	125,295	186,187	190,313	90,003	101,007	191,010	173,155	179,896	(10,417)	94.5%
001-00-316-540-00	Sewer Utility Tax - 6%	76,622	91,248	94,448	85,000	38,316	58,548	96,864	100,368	97,000	2,000	102.1%
001-00-316-580-00	Storm Wtr Utility Tax - 9% (2013)	42,123	42,952	63,295	64,800	27,686	39,941	67,627	68,470	67,950	3,150	104.9%
001-00-316-590-00	Solid Waste Utility Tax	50,484	31,036	48,221	44,000	21,008	34,959	55,967	59,929	56,000	12,000	127.3%
001-00-318-500-00	Gambling Excise Tax	21,227	17,313	18,427	16,000	7,094	11,382	18,476	19,512	18,500	2,500	115.6%
001-00-321-601-00	Home Occupation Permits	1,718	516	258	500	-	258	258	442	500	-	100.0%
001-00-321-901-00	Master Business License	45,444	39,878	39,124	40,000	15,268	28,278	43,546	48,477	40,000	48,477	100.0%
001-00-322-100-00	Building Permits	23,876	182,947	33,290	40,000	13,692	14,520	28,212	24,891	30,000	(10,000)	75.0%
001-00-322-100-01	Demo Permits	914	1,371	1,828	1,500	914	2,256	3,170	3,867	1,500	-	100.0%
001-00-322-100-02	Sign Permits	3,194	2,269	484	800	484	1,785	2,269	3,060	2,000	1,200	250.0%
001-00-322-100-04	Plumbing, Sewer & Mech Permit	10,575	21,633	10,412	15,000	3,788	7,815	11,603	13,398	12,000	(3,000)	80.0%
001-00-322-100-05	Fire Alarm Permits	-	-	464	-	-	-	-	-	-	-	-
001-00-322-120-00	Electrical Permits	225	575	2,125	1,200	1,075	100	1,175	171	1,000	(200)	83.3%
001-00-322-130-00	Water Permits	1,005	435	-	-	-	-	-	-	-	-	0.0%
001-00-322-300-00	Animal Licenses	115	1,140	867	500	469	1,502	1,971	2,575	1,000	500	200.0%
001-00-322-400-00	Street Permits	700	1,687	2,354	1,000	1,435	600	2,035	1,029	2,000	1,000	200.0%
001-00-322-900-00	Weapons Permits	652	766	405	600	171	319	490	547	500	-	-
001-00-322-901-00	Alarm Permits	390	385	156	600	240	220	460	377	450	-	-
001-00-322-901-00	Misc. Permits, Other Events	-	75	583	-	483	558	1,041	957	-	-	0.0%
001-00-331-044-00	Assist to Firefighters/FEMA	46,642	-	-	-	-	-	-	-	-	-	0.0%
001-00-331-166-00	DOJ-Bullet Proof Vest Prgm	-	1,651	-	-	-	-	-	-	-	-	0.0%
001-00-331-167-00	DOJ - COPS Hiring Prgm	23,054	73,567	89,748	90,590	23,968	76,212	100,180	124,180	-	(90,590)	0.0%
001-00-333-206-00	WSTC - Federal Funds	-	1,290	1,000	-	1,000	-	1,000	-	1,000	-	#DIV/0!
001-00-333-835-00	FEMA Disaster Assistance	100	5,370	-	-	-	-	-	-	-	-	0.0%
001-00-333-970-70	Older Americans Act (OAA)	22,122	-	-	-	-	-	-	-	-	-	0.0%
001-00-334-018-00	FEMA Disaster Assistance	-	(3,476)	-	-	-	-	-	-	-	-	0.0%
001-00-334-035-00	Traffic Safety Commission	-	1,485	-	1,000	-	1,417	1,417	2,429	1,000	-	100.0%
001-00-334-310-00	WA State Dept of Ecology Grant	19,901	10,572	296	-	-	-	-	-	-	-	0.0%
001-00-334-420-00	WA State Dept of Commerce	-	-	-	18,000	-	12,100	12,100	15,050	2,950	(15,050)	16.4%
001-00-336-694-00	Liquor Excise Tax	33,664	25,906	4,799	18,000	4,799	9,982	14,781	13,300	13,000	(5,000)	72.2%
001-00-336-695-00	Liquor Board Profits	48,568	70,382	64,388	60,000	32,195	31,948	64,143	54,769	60,000	-	100.0%
001-00-336-990-00	Streamlined Mitigation -State	96,634	91,945	94,636	90,000	48,190	48,087	96,277	96,000	90,000	-	100.0%
001-00-337-110-00	King County EMS	13,153	-	-	-	-	-	-	-	-	-	0.0%
001-00-337-120-00	Pierce County EMS	-	1,135	-	-	-	-	-	-	-	-	0.0%
001-00-337-810-01	PC Activity Center Grant	11,030	-	-	-	-	-	-	-	-	-	0.0%
001-00-341-043-00	Finance Administrative Fee	133	101	-	-	-	-	-	-	-	-	0.0%
001-00-341-320-02	Court Records Svcs	911	-	-	-	-	-	-	-	-	-	0.0%
001-00-341-330-02	Warrant Costs	8,161	9,006	7,257	7,500	3,605	4,604	8,209	7,893	7,800	300	104.0%
001-00-341-330-03	Def. Pros. Admin. CS	377	147	66	100	66	545	611	934	900	800	900.0%
001-00-341-330-06	IT Time Pay Fee	3,144	3,014	2,621	2,600	1,164	2,225	3,389	3,814	3,000	400	115.4%
001-00-341-330-07	Relicensing Program Fee	-	7	-	-	-	-	-	-	-	-	0.0%
001-00-341-350-00	Other Statutory Cert/Copy Fees	-	-	-	-	-	-	-	-	-	-	0.0%
001-00-341-620-00	Copies Muni/Dist Court	(65)	64	18	-	18	20	38	34	-	-	0.0%
001-00-341-690-00	Copies	579	679	509	450	234	237	471	406	400	(50)	88.9%
001-00-341-710-00	Parade/Picnic Proceeds-Taxable	2,226	-	-	-	-	-	-	-	-	-	0.0%

REVENUE PROJECTIONS - 2015

GENERAL FUND	Actual 2011	Actual 2012	Actual 2013	Amended Budget 2014	12-Month Comparative Period			updated: 9/11/14		2015 vs 2014			
					Aug-Dec 2013	Jan-JULY 2014	12-Month Total	2014 Projected	2015 Proposed	\$ Incr/ (Decrease)	% Incr/ (Decrease)		
												#DIV/0!	
001-00-341-870-01	Reimb Police Emphasis	2,520	-	-	-	831	1,235	2,066	2,117	1,200	1,200	-	0.0%
001-00-341-900-00	Miscellaneous Revenue	754	1,651	-	800	-	-	-	-	-	(800)	-	0.0%
001-00-341-910-00	Election Filing Fees	-	-	648	-	648	-	648	-	-	-	-	-
001-00-341-950-00	Legal Services / PD	133	247	150	100	65	103	168	176	100	-	-	100.0%
001-00-342-090-00	Public Safety Misc Rev	-	10	10	50	-	-	-	-	-	-	-	0.0%
001-00-342-100-00	False Alarm Fees	2,150	1,294	557	2,000	557	439	996	752	1,000	(1,000)	-	50.0%
001-00-342-330-05	Adult Probation Svcs	-	-	570	-	290	510	800	874	800	-	-	-
001-00-342-330-06	Recrd Check Fee	25,049	42,447	19,958	35,000	9,740	20,784	30,524	35,629	35,000	-	-	100.0%
001-00-342-330-07	Sntnc Compl Fee	103,146	91,656	36,517	75,000	16,934	22,035	38,969	37,773	38,000	(37,000)	-	50.7%
001-00-342-360-00	Hsg/Mntr Prsnr	1,291	753	599	600	471	1,137	1,608	1,948	1,600	1,000	1,000	266.7%
001-00-342-370-00	Court Booking Fee	2,559	1,031	492	800	297	624	921	1,070	900	100	100	112.5%
001-00-342-400-00	Inspection Fees	1,918	394	2,963	650	941	2,100	3,041	3,600	3,000	2,350	2,350	461.5%
001-00-342-500-00	DUI Emerg Resp	15,296	11,901	6,328	9,000	1,730	5,971	7,701	10,236	7,500	(1,500)	(1,500)	83.3%
001-00-342-900-01	Crim Conv Fee Dui	352	-	-	-	-	-	-	-	-	-	-	0.0%
001-00-342-900-02	Crim Conv Fee Ct	1,557	-	-	-	-	-	-	-	-	-	-	0.0%
001-00-342-900-03	Crim. Conv. Fee CN	783	-	-	-	-	-	-	-	-	-	-	0.0%
001-00-342-901-00	Fingerprinting Fees	10	-	-	-	-	-	-	-	-	-	-	0.0%
001-00-345-810-00	Subdivision Fees	3,014	-	4,412	3,000	2,206	-	2,206	-	2,000	(1,000)	(1,000)	66.7%
001-00-345-810-03	Sub-Division, Short Plat	1,103	-	-	-	-	-	-	-	-	-	-	-
001-00-345-810-02	Variances, Conditional Use	5,553	2,584	468	900	-	3,535	3,535	6,060	3,000	-	-	-
001-00-345-810-04	Commercial/Indust. Development	6,662	3,627	7,254	6,000	2,418	4,836	7,254	8,290	6,000	-	-	-
001-00-345-810-05	Boundary Adjustment	916	458	-	450	-	458	458	785	500	-	-	-
001-00-345-810-06	Pre-App Meetings	-	4,093	1,212	-	1,212	1,212	2,424	2,078	2,000	-	-	-
001-00-345-810-08	Annexation App Fee	-	-	3,453	-	-	-	-	-	-	-	-	-
001-00-345-810-09	Stormwater Rev. Residential	1,830	4,155	2,928	2,500	1,464	366	1,830	627	1,800	-	-	-
001-00-345-820-00	Comp plan amendment/Mast Plan	7,530	-	-	-	-	-	-	-	-	-	-	0.0%
001-00-345-831-00	Plan Review	18,112	114,108	19,487	18,000	9,259	22,729	31,988	38,963	28,000	10,000	10,000	155.6%
001-00-345-840-00	Consultant Fees	(4,175)	(63)	-	-	-	-	-	-	-	-	-	0.0%
001-00-345-860-00	SEPA Related Mitigation Fees	-	-	-	-	-	2,308	-	-	-	-	-	-
001-00-345-890-00	Other Planning & Dev Fees	-	-	9,595	10,000	2,442	3,690	6,132	6,326	6,000	(10,000)	(10,000)	0.0%
001-00-345-891-00	SEPA Checklist Review	4,149	3,691	-	-	-	-	-	-	-	-	-	0.0%
001-00-345-892-00	Shoreline Mgmt. Permit	11,383	-	-	-	-	-	-	-	-	-	-	0.0%
001-00-345-899-00	Reviews Commercial & Envir	481	2,443	-	600	-	-	-	-	-	(600)	(600)	0.0%
001-00-347-300-00	Fun Run Entry Fees	1,228	66	-	-	-	-	-	-	-	-	-	0.0%
001-00-347-620-00	Activity Center Classes	3,515	5,445	5,145	5,000	2,070	3,833	5,903	6,570	6,000	1,000	1,000	120.0%
001-00-347-630-00	Community Events Fees	2,580	855	-	-	-	-	-	-	-	-	-	0.0%
001-00-347-631-00	P&P-Vendor Space Rental	6,395	5,381	-	-	-	-	-	-	-	-	-	0.0%
001-00-347-632-00	Bazaar Booth Rental	-	2,680	-	-	-	-	-	-	-	-	-	0.0%
001-00-349-001-00	Interfund Rental	14,728	14,725	14,725	14,730	7,363	6,840	14,203	11,726	14,730	-	-	#DIV/0!
001-00-352-300-00	Mandatory Ins. Admin Cost	1,829	2,227	2,437	1,900	769	2,168	2,937	3,716	3,000	1,100	1,100	157.9%
001-00-353-100-00	Traffic Infraction Penalties	1,893	1,389	246	1,000	30	49	79	85	-	-	(1,000)	0.0%
001-00-353-100-01	Tr Infr before 7/03	-	-	167	-	167	182	349	312	-	-	-	-
001-00-353-100-02	JIS/TRAUMA	7,956	11,223	7,035	9,000	3,569	4,112	7,681	7,049	7,000	(2,000)	(2,000)	77.8%
001-00-353-100-03	JISTR- 4/02-7/03	57,367	53,169	59,626	45,000	27,552	51,311	78,863	87,962	55,000	10,000	10,000	122.2%
001-00-353-100-04	LocalJIS - Old	989	3,472	4,326	3,000	2,238	3,891	6,129	6,670	6,000	3,000	3,000	200.0%
001-00-353-100-21	Tr Infr after 7/03	-	-	538	-	538	23	561	40	-	-	-	-
001-00-353-100-22	Sch Zone Safety	21	15	5	-	-	320	320	549	-	-	-	0.0%
001-00-353-104-01	SPDBLS-10<=40	49	-	-	-	-	-	-	-	-	-	-	0.0%
001-00-353-110-00	Disabled Parking Penalty	-	-	-	-	-	-	-	-	-	-	-	0.0%
001-00-353-700-01	Litter Control	-	5	15	-	-	-	-	-	-	-	-	0.0%
001-00-353-700-02	LocalJIS	-	-	17	-	17	4	21	7	-	-	-	0.0%
001-00-353-700-04	Other Infraction	584	18	668	-	302	229	531	392	5,000	5,000	5,000	#DIV/0!
001-00-353-700-05	Other Infraction Smoking	885	-	-	-	-	11	11	18	-	-	-	0.0%
001-00-354-000-00	Parking Infractions	-	52	60	-	60	170	230	291	-	-	-	0.0%
001-00-354-000-01	Disabid Prkg 5/10	419	-	28	-	28	125	153	214	-	-	-	0.0%
001-00-354-000-03	Prkg Infr Local	-	379	456	350	228	972	1,200	1,666	1,000	650	650	285.7%
001-00-354-000-07	Prkg Infr / Disabled Zone	-	-	278	-	278	375	653	643	-	-	-	-
001-00-355-200-00	DUI Penalties	4,296	3,965	3,337	3,200	1,761	3,982	5,743	6,827	6,000	2,800	2,800	187.5%
001-00-355-200-01	DUI-DP Acct	135	903	986	700	417	862	1,279	1,477	1,000	300	300	142.9%
001-00-355-200-03	Conv Fee DUI to 1/13	-	426	260	300	99	276	375	473	400	-	-	#DIV/0!

2015 Budget Preparation
Revenue Analysis - All Funds

Last Update: 9/9/14

GL ACCT#	2011 Actual	2012 Actual	2013 Actual	2014 Amended	2014 Actual 25-Aug	2014 Projected Actual	2015 Estimated Budget
Street Fund							
FEMA Disaster Assistance	336-870-00	\$ -	\$ 2,292	\$ -	\$ -	\$ -	\$ -
Fuel Tax - City Street	336-870-00	144,719	144,437	148,080	143,000	95,432	143,000
Maps & Publications	341-500-00	100	300	250	300	755	1,000
Investment Interest	361-100-00	25	-	-	-	-	-
Misc Revenue	369-900-00	-	-	547	-	-	-
Transfer In - GF	397-001-00	90,000	128,000	225,000	265,000	160,000	250,000
Transfer In - Cumulative Rsrv	397-103-00	-	-	-	-	-	-
Transfer In - REET	397-130-00	96,269	96,875	96,046	115,529	95,529	94,780
Insurance Recovery	398-000-00	2,462	-	-	-	-	-
		\$ 333,575	\$ 371,904	\$ 469,923	\$ 523,829	\$ 351,715	\$ 489,476
Strategic Reserve Fund							
Investment Interest	361-100-00	\$ 9,311	\$ 18,769	\$ (18,295)	\$ 5,000	\$ 2,116	\$ 3,000
Transfer In - GF	397-001-00	-	-	-	-	-	-
		\$ 9,311	\$ 18,769	\$ (18,295)	\$ 5,000	\$ 2,116	\$ 3,000
Drug Seizure Fund							
Investment Interest	361-100-00	\$ -	\$ 1	\$ 12	\$ 15	\$ -	\$ -
Private Donations	367-110-00	-	-	-	-	-	-
Confiscated and Forfeited Prop	369-300-00	759	7,304	707	15,000	10,332	15,000
Police Restitution	369-400-00	564	485	-	-	-	-
		\$ 1,323	\$ 7,791	\$ 719	\$ 15,015	\$ 10,332	\$ 15,000
Criminal Justice Fund							
Local Sales Tax - CJ	313-710-00	\$ 93,115	\$ 97,391	\$ 107,041	\$ 100,000	\$ 74,300	\$ 111,451
CJ-Cities/High Crime	336-620-00	7,061	7,043	-	-	-	-
CJ-Violent Crimes/Population	336-621-00	1,523	1,592	1,723	2,000	1,398	2,000
CJ-Special Programs	336-626-00	5,748	5,987	6,412	7,000	5,101	8,744
CJ-DUI/Cities	336-651-00	1,451	1,320	1,301	1,500	974	1,500
Investment Interest	361-100-00	256	458	311	300	109	187
Private Donations	367-100-00	-	-	4,060	-	-	-
Transfer In - GF	397-001-00	272,408	-	-	-	-	-
		\$ 381,562	\$ 113,791	\$ 120,848	\$ 110,800	\$ 81,883	\$ 124,448
Community Events Fund							
Vendor Fees - Milton Days	347-901-00	\$ -	\$ -	\$ 5,655	\$ 7,000	\$ 6,169	\$ 6,200
Vendor Fees - Bazaar	347-902-00	-	-	2,040	-	780	1,000
Donations - Milton Days	367-001-00	-	-	14,787	15,000	10,066	10,070
Donations - Bazaar	367-002-00	-	-	287	-	-	-
Donations - Tree Lighting	367-003-00	-	-	116	-	-	-
Other Revenue	317-340-00	-	-	-	-	1,388	2,000
Interfund Transfers	397-001-00	-	-	8,807	-	-	5,000
		\$ -	\$ -	\$ 31,691	\$ 22,000	\$ 18,403	\$ 24,270
Reserve Officer's Fund							
Police Reserve Donations	367-011-00	\$ 3,688	\$ 6,317	\$ 3,866	\$ 7,000	\$ -	\$ 2,500
		\$ 3,688	\$ 6,317	\$ 3,866	\$ 7,000	\$ -	\$ 2,500
Municipal Cap Improv/REET1							
REET1 - PC	317-100-00	\$ 20,473	\$ 108,247	\$ 50,418	\$ 40,000	\$ 28,092	\$ 42,138
REET1 - KC	317-100-01	5,870	-	24,322	30,000	22,764	34,146
State RE Excise Tax	317-340-00	-	279	1,557	-	-	-
Investment Interest	361-100-00	702	149	-	200	-	200
		\$ 27,045	\$ 108,674	\$ 76,296	\$ 70,200	\$ 50,856	\$ 76,284
Municipal Cap Improv/REET2							
REET2 - PC	317-200-00	\$ 20,473	\$ 108,247	\$ 50,418	\$ 40,000	\$ 28,092	\$ 42,138
REET2 - KC	317-200-01	5,870	-	24,321	30,000	22,764	34,146
Investment Interest	361-100-00	69	24	-	200	-	200
		\$ 26,412	\$ 108,270	\$ 74,739	\$ 70,200	\$ 50,856	\$ 76,284
Traffic Impact Fee Fund							
Transportation Impact Fees	345-850-00	\$ 7,963	\$ 54,338	\$ 17,794	\$ 6,000	\$ 4,380	\$ 4,500
Investment Interest	361-100-00	23	2	92	100	46	68
Transfer In - Other Funds	397-000-00	-	-	-	-	-	-
		\$ 7,986	\$ 54,339	\$ 17,886	\$ 6,100	\$ 4,426	\$ 4,568

2015 Budget Preparation
Revenue Analysis - All Funds

Last Update: 9/9/14

	GL ACCT#	2011 Actual	2012 Actual	2013 Actual	2014 Amended	2014 Actual 25-Aug	2014 Projected Actual	2015 Estimated Budget
Electric Utility Fund								
FEMA Disaster Assistance	333-835-00	\$ -	\$ 13,737	\$ -	\$ -	\$ -	\$ -	\$ -
Electric Sales	343-321-00	4,116,094	4,049,875	3,934,595	4,208,554	2,735,469	4,103,203	4,123,719
Penalties	343-391-00	68,738	66,809	78,113	83,218	70,341	105,511	106,038
Investment Interest	361-100-00	16,594	22,206	12,535	18,000	14,392	18,000	18,000
Rent	362-100-00	-	-	-	-	-	-	-
Pole Rental Agreements	362-101-00	13,779	24,658	35,195	13,000	-	24,660	24,660
Interfund Loan Interest	366-100-00	-	-	201	157	157	157	113
Interfund Rental	366-200-00	25,040	25,038	25,038	25,040	12,519	25,040	25,040
Connection Charges	367-000-00	2,075	1,275	5,050	3,000	1,950	2,925	3,000
Judgments	369-400-00	-	-	-	-	-	-	-
Misc Revenue	369-900-00	5,373	1,424	14,309	2,000	659	988	1,000
Misc Revenue / Rebates	369-901-00	115,198	-	-	-	-	-	-
Insurance Recovery	372-000-00	-	7,107	-	-	-	-	-
Interfund Loan Repayment	389-001-00	-	-	24,612	24,656	24,656	24,656	24,700
		\$ 4,362,892	\$ 4,212,128	\$ 4,129,647	\$ 4,377,625	\$ 2,860,142	\$ 4,305,139	\$ 4,326,270
Water Utility Fund								
FEMA Disaster Assistance	333-835-00	\$ -	\$ 6,748	\$ -	\$ -	\$ -	\$ -	\$ -
Water Permits	322-130-00	-	-	7,356	-	300	600	-
Water Sales	343-421-00	2,057,537	2,061,441	2,075,687	1,987,730	1,298,479	1,947,719	1,957,457
Sale Of Scrap	343-720-00	1,201	-	-	-	-	-	-
Penalties	343-910-00	21,935	23,007	31,709	34,179	21,490	32,235	32,397
Investment Income	361-100-00	33,355	19,169	(2,465)	13,000	9,160	13,741	13,000
Reservoir Rental - Antennas	362-100-00	36,743	64,670	51,075	50,276	10,309	50,636	50,636
Connection Charges	367-000-00	5,839	13,422	16,936	16,000	15,367	23,050	12,000
Well Constr Reserve Fees	367-200-00	21,753	8,823	5,882	8,500	8,823	13,235	10,000
Tank Storage Reserve Fees	367-300-00	8,434	14,446	6,747	10,250	10,121	15,181	11,000
Water Miscellaneous	369-100-00	9,178	4,493	840	-	1,111	1,666	-
Sale Of Surplus	369-200-00	915	46	-	-	-	-	-
Miscellaneous Water Revenue	369-900-00	350	1,345	4,662	2,500	4,164	5,000	4,000
		\$ 2,197,239	\$ 2,217,609	\$ 2,198,429	\$ 2,122,435	\$ 1,379,324	\$ 2,103,062	\$ 2,090,490
Storm Drainage Fund								
FEMA Disaster Assistance	333-835-00	\$ -	\$ 1,555	\$ -	\$ -	\$ -	\$ -	\$ -
Dept. of Ecology Grant(s)	334-003-11	47,479	-	197,914	-	-	-	-
Grant Proceeds-State	334-003-20	-	-	137,288	-	-	-	-
Storm Drainage Sales	343-830-00	696,636	716,331	723,514	745,000	501,629	752,444	755,000
Investment Interest	361-100-00	848	3,166	1,779	2,000	1,736	2,604	2,000
Misc Stormwater Revenue	369-900-00	-	-	-	-	189	200	-
Insurance Recovery	395-200-00	-	-	-	-	-	-	-
		\$ 744,962	\$ 721,052	\$ 1,060,496	\$ 747,000	\$ 503,553	\$ 755,247	\$ 757,000
Storm Drainage/Capital Fund								
Dept. of Ecology Grant(s)	334-031-00	\$ -	\$ -	\$ -	\$ 172,000	\$ 16,564	\$ -	\$ -
Investment Interest	361-100-00	575	1,958	1,159	1,000	736	1,262	1,000
Transfer In - Storm Operations	397-406-00	436,197	138,868	140,168	144,530	98,312	147,468	147,500
		\$ 436,772	\$ 140,826	\$ 141,327	\$ 317,530	\$ 115,612	\$ 148,730	\$ 148,500
Vehicle R&M Fund								
Transfer In - GF	397-001-00	\$ 34,854	\$ 18,967	\$ 24,934	\$ 23,900	\$ 23,557	\$ 40,383	\$ 40,000
Transfer In - Streets	397-101-00	24,932	30,208	34,907	30,000	24,280	41,623	40,000
Transfer In - Electric	397-401-00	41,719	63,343	38,143	55,000	8,211	14,076	30,000
Transfer In - Water	397-403-00	32,620	30,511	35,697	30,000	27,991	47,985	48,000
Transfer In - Storm	397-406-00	6,253	6,547	6,269	8,000	2,402	4,117	5,000
		\$ 140,378	\$ 149,576	\$ 139,951	\$ 146,900	\$ 86,441	\$ 148,184	\$ 163,000

Back to Agenda Bill



To: Mayor Perry and City Councilmembers
From: Public Works Director Neal
Date: September 15, 2014 Regular Session
Re: **King County Parks Levy Agreement**

ATTACHMENTS: **A. Interlocal Agreement**
 B. King County Ordinance 17568

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action:

“I move to authorize the Mayor to sign the attached Parks Property Tax Levy Agreement with King County for Parks Levy funding.”

Fiscal Impact/Source of Funds: Any money received from the new levy will be tracked in a separate line item in the Parks budget, and has restrictions on its use.

Previous Council Review: The City Council has not previously reviewed this item.

Issue: King County voters have approved a new parks levy.

Background: In 2007, King County voters approved a parks levy to support trail development, open space acquisition and recreation enhancements throughout King County. Council authorized an interlocal agreement with King County in 2008 for the City’s share of the levy proceeds.

The 2007 parks levy has expired, but King County voters approved a new levy last summer. King County is requesting a new Interlocal Agreement for the City’s share of the new levy proceeds.

Discussion: The new levy runs from 2014 thru 2019. The new King County parks levy is almost identical to the previous one, except that eligible expenditures differ somewhat. Where the expired levy defines the types of projects that the City may use levy proceeds to fund, the new levy requires only that levy proceeds be spent on City parks projects – stopping short of any further definition.

The King County parks levy produces only a very small amount of revenue for the City, and to date those funds have been accruing in the hopes that it will eventually reach a sizeable enough amount to actually be useful on a project. From the previous levy, the City has almost \$10,000 accrued.

There is no deadline for spending levy proceeds, and these funds can be combined with the funds that will be received from the new levy as well. Proceeds from either levy will only be able to be used on projects/improvements in Olympic View Park and the King County portion of the Interurban Trail.

PARKS PROPERTY TAX LEVY AGREEMENT

between

KING COUNTY & (CITY) _____

This Parks Property Tax Levy Agreement (the "Agreement") is made and entered into as of _____, 2014, by and between KING COUNTY, a political subdivision of the state of Washington (the "County") and the City of _____, a State of Washington municipal corporation ("CITY").

RECITALS

- A. The County owns and operates a park system with over twenty-eight thousand (28,000) acres of regional parks and open spaces and over one hundred seventy-five (175) miles of regional trails. In addition, the County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas.
- B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets.
- C. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban unincorporated areas as these areas incorporate or annex to cities.
- D. In November 2006, the County Executive created the Parks Futures Task Force to recommend a funding plan for the current County park system, and to examine what steps should be taken, if any, regarding future park system acquisitions.
- E. In June of 2012, the County Executive convened the King County Parks Levy Task Force to recommend a funding plan for the current park system and to examine how to address the parks and recreation needs of King County residents in the future.
- F. The King County Parks Levy Task Force recommended that the County replace the expiring levies and put a ballot measure before the voters in 2013 that requests a six-year inflation adjusted property tax levy lift at a total rate of \$0.1901 per one thousand dollars of assessed value with a percentage of the levy proceeds to be distributed to cities for their local parks system projects.
- G. On April 30, 2013, the King County Council adopted Ordinance 17568 which called for a special election in accordance with RCW 29A.04.321 to authorize an additional 6-year property tax levy for specified park purposes..
- H. On August 6, 2013, King County voters approved Proposition No. 1 Parks Levy that

authorized an additional six year property tax levy at a rate of \$0.1877 in the first year, with subsequent levies adjusted by inflation for the purpose of: maintaining and operating King County's parks system, improving parks, recreation and mobility by acquiring open space, expanding park and recreation opportunities, continuing to develop regional trails; repairing, replacing, and improving local parks and trails in King County's cities; and funding environmental educations, maintenance, conservation, and capital programs at the Woodland Park Zoo.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

- A. "Annual Report" shall mean the annual report prepared by the CITY and provided to the County annually by May 1 beginning in 2015 setting forth a summary of city projects for the preceding year, along with a complete financial accounting for the use of County Levy Proceeds, and a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2015 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.
- B. "CITY" shall mean the City of _____, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
- C. "CITY Proceeds" shall mean seven percent (7%) of the total County Levy Proceeds collected by King County and any interest earnings on these funds
- D. "CITY Projects" shall mean the City's local park system projects consistent with Ordinance 17568.
- E. "County" shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
- F. "County Council" shall mean the County Council of King County, State of Washington.
- G. "County Levy" means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 6, 2013 that replaced two levies expiring at the end of 2013.
- H. "County Levy Proceeds" shall mean the principal amount of the County Levy collected by the County.

- I. "Executive" shall mean the King County Executive or his or her functional successor.
 - J. "Existing funds" shall have the meaning, as defined by RCW 84.55.050.
 - K. "Regional trail system" shall mean the system-wide non-motorized network of designated off-road, shared-use paths, trails, or greenways for recreation and regional mobility.
2. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (the "Commencement Date"), and expiring on December 31, 2019 (the "Termination Date").
3. Receipt of County Levy Proceeds.
- A. Generally. Each year the County shall distribute the CITY's proportionate share of the CITY Proceeds to the CITY as authorized by Ordinance 17568, subject to Council appropriation.
 - B. Receipt and Distribution of Levy Proceeds.
 - 1. Payment Schedule. Beginning in 2014 and through 2019, the County shall transfer the CITY Proceeds to the CITY on a monthly basis. The annual amounts transferred shall never exceed the CITY's proportionate share of the CITY Proceeds actually collected and appropriated by King County.
 - 2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from CITY Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 17568.
4. Use of County Levy Proceeds. The City shall only use the transferred City Proceeds for its City Projects. On or before May 1 of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the City Proceeds were expended on CITY Projects. The City shall maintain financial records to account separately for the City Proceeds.
5. Representations and Warranties. The CITY represents and warrants that all CITY Proceeds received by the CITY shall be used only for specific CITY Projects as defined in this Agreement and that such funds shall not be used to supplant Existing Funds. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 17568. The CITY represents and warrants that in addition to the CITY's proportionate share of the CITY's Proceeds, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.
6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the City's local parks system during the Term

shall be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.

7. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the CITY:

CITY's Contact and Title: _____

City Name: _____

Mailing Address1: _____

Mailing Address2: _____

City, State, Zip Code: _____

If to King County:

Kevin R. Brown, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson
Mailstop: KSC-NR-0700
Seattle, WA 98104

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules and orders.
9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The City agrees that if the State Auditor makes an audit finding that the levy proceeds have not been spent properly, the City shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Duration of Agreement or the Termination Sections.
10. Miscellaneous.
 - A. Liability of the County. The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost

profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

- B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (reps) and County (reps) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.
- C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.
- E. Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except

as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.

- F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
- G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- I. Time of Essence. Time is of the essence of each provision of this Agreement.
- J. Signage. For each capital project funded with County Levy Proceeds, the CITY shall provide a sign including the following language: This project was funded (or as applicable, funded in part) with proceeds from the Proposition No. 1 Parks Levy approved by King County voters in August 2013 under an Agreement with King County Parks and Recreation Division.

DATED this ____ day of _____, 2014.

KING COUNTY, a Washington municipal corporation

CITY OF _____, a Washington municipal corporation

By _____

By _____

Its _____

Its _____

By authority of Ordinance No. 17568

Back to Agenda Bill



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 30, 2013

Ordinance 17568

Proposed No. 2013-0112.3

Sponsors Phillips and McDermott

1 AN ORDINANCE providing for the submission to the
2 qualified electors of King County at a special election to be
3 held in King County on August 6, 2013, of a proposition
4 authorizing a property tax levy in excess of the levy
5 limitation contained in chapter 84.55 RCW for a period of
6 six consecutive years, at a total rate of not more than
7 \$0.1877 per one thousand dollars of assessed valuation in
8 the first year with annual increases by the percentage
9 increase in the consumer price index or the limitation in
10 84.55 RCW, whichever is greater in years two through six,
11 for the purpose of maintaining and operating King County's
12 parks system; improving parks, recreation and mobility by
13 acquiring open space and continuing to develop regional
14 trails; repairing, replacing, and improving local parks and
15 trails in King County's cities; funding environmental
16 education, maintenance, conservation and capital programs
17 at the Woodland Park Zoo.

18 STATEMENT OF FACTS:

19 1. King County owns and operates a system of regional and local parks
20 and trails that consists of twenty six thousand acres of parklands and more
21 than one hundred seventy five miles of regional trails. The county
22 provides regional trails, regional recreational facilities, regional natural
23 area parks, and local rural parks, and is the transitional provider of local
24 parks in the urban unincorporated areas. Examples of regional county
25 parks and trails include Marymoor Park, Cougar Mountain Regional
26 Wildland Park, the Weyerhaeuser King County Aquatic Center and the
27 Sammamish River Trail.

28 2. Public parks, natural areas, and trails contribute to a high quality of life.
29 A robust system of parks and trails provides: physical, social and mental
30 health benefits to individuals; economic opportunity through recreation
31 and tourism; economic growth for private businesses that must attract and
32 retain skilled workers; and environmental benefits and cultural resource
33 protection through open space conservation. King County's parks system
34 provides all these benefits to King County residents and businesses.

35 3. The 2002 Parks Business Transition Plan, which was adopted by the
36 King County council, became the blueprint for establishing the regional
37 parks system we have today. The parks and recreation division of the
38 department of natural resources and parks has successfully focused its
39 lines of business on regional parks and trails, backcountry trails, natural
40 lands, and local parks in unincorporated King County and has been
41 implementing business practices that generate revenue from park system

42 assets by implementing or increasing user fees and establishing corporate
43 and community partnerships that enhance park amenities and leverage
44 public and private dollars to improve parks and increase access to parks.

45 4. Consistent with the recommendations of past parks-related task forces,
46 the county has sought voter-approved levies on two prior occasions: in
47 2003, to provide maintenance and operating funding for the parks and
48 recreation division for the period of 2004-2007; and in 2007, to provide
49 funding for maintenance and operating, as well as funding for open space
50 acquisition and asset maintenance and improvement, for the period of
51 2008-2013. Voters approved the levies on both occasions that they were
52 on the ballot. The voter-approved levies have helped keep the parks
53 system open, clean and safe.

54 5. Approximately seventy percent of the operating budget of the parks
55 and recreation division is provided by the 2008-2013 voter-approved
56 operations and maintenance levy, with approximately seventeen percent
57 generated through business activities and entrepreneurial efforts. King
58 County general fund support to the parks and recreation division was
59 eliminated as of 2011.

60 6. In 2013, the 2008-2013 voter-approved Open Space and Trails Levy
61 will fund approximately seventy-seven percent of the parks and recreation
62 division's asset management budget. Historically, the real estate excise
63 tax funded nearly all of the parks and recreation division's asset

64 management program; however, the real estate excise tax has declined 83
65 percent from 2006 to 2012.

66 7. The effective rate of the combined levies in 2013 is \$0.1331 per one
67 thousand dollars of assessed value. A comparable effective levy rate
68 beginning in 2014 would need to be \$0.1478 per one thousand dollars of
69 assessed value. Due to the loss of general funds and real estate excise tax,
70 a higher levy rate is necessary in the future to achieve the
71 recommendations of all the past parks task forces and the council-
72 approved parks business transition plan.

73 8. Parks levy citizen oversight committees were established to monitor the
74 expenditures of the proceeds from the 2004-2007 and 2008-2013 levies.
75 In every year of its review, the committee has concluded that the county
76 has complied with all levy requirements.

77 9. As specified under Motion 12809, the King County executive
78 developed and implemented an annual process to review and recommend
79 for council approval open space projects funded by the Open Space and
80 Trails Levy through coordination with the conservation futures tax
81 program.

82 10. The King County executive convened the King County parks levy
83 task force in June 2012 to recommend a funding plan for the current park
84 system and how to address the parks and recreation needs of King County
85 residents in the future. The task force, which met from June to October,
86 was comprised of twenty-two individuals representing all geographic areas

87 of the county, as well as business, recreation, community, and
88 environmental interests.

89 11. The task force issued a report in October 2012, recommending that
90 the county replace the expiring levies and put a ballot measure before the
91 voters in 2013 that requests a six-year inflation-adjusted property tax levy
92 lid lift at a total rate of \$0.1901 per one thousand dollars of assessed value.

93 The task force recommended continuing to fund maintenance and
94 operations of King County's parks system, as well as funding critical
95 infrastructure repair and replacement, acquisition and stewardship of open
96 space, as such lands can provide for passive or active recreation
97 opportunities and/or protection of habitat and water quality, and the
98 continued development of regional trail corridors, including strategic
99 connections between trails and transportation hubs to improve mobility.

100 The task force also recommended providing support to King County's
101 cities for local parks and recreation capital purposes and to the Woodland
102 Park Zoological Society for education and conservation programs,
103 horticulture and maintenance, and capital improvements.

104 12. The King County executive supports the findings and
105 recommendations of the task force and has put forth a funding proposal
106 that is consistent with the goals and priorities of the task force, decreasing
107 the rate recommended by the task force by utilizing updated forecasts for
108 real estate excise tax, which enabled adjustments to be made to the overall
109 funding assumptions.

110 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

111 SECTION 1. Definitions. The definitions in this section apply throughout this
112 ordinance unless the context clearly requires otherwise.

113 A. "Conservation futures tax program" means the program defined in K.C.C.
114 chapter 26.12.

115 B. "Levy" means the levy of regular property taxes, for the specific purpose and
116 term provided in this ordinance and authorized by the electorate in accordance with state
117 law.

118 C. "Levy proceeds" means the principal amount of funds raised by the levy, any
119 interest earnings on the funds and the proceeds of any interim financing following
120 authorization of the levy.

121 D. "Limit factor" means the ratio of the most recent June Consumer Price Index
122 to the immediately previous June Consumer Price Index, which is the final published
123 CPI-W Seattle-Tacoma-Bremerton, as calculated by the United States Bureau of Labor
124 Statistics, or its successor, expressed as a multiple of one hundred percent to achieve the
125 result of one hundred percent plus inflation, or the limitation contained in chapter 84.55
126 RCW, whichever is greater.

127 E. "Parks system" means any building or other structure, park, open space,
128 natural area, resource or ecological land, trail, or other property owned or otherwise
129 under the jurisdiction of the parks and recreation division of the department of natural
130 resources and parks.

131 F. "Recreation grant program" means the community partnerships and grants
132 program through which King County provides funds to recreation-oriented groups, sports

133 associations and community-based organizations to undertake any combination of
134 developing, operating or maintaining a public park or recreation facility or program in
135 King County for public benefit.

136 SECTION 2. Levy submittal to voters. To provide necessary funds for the
137 purposes identified in section 4 of this ordinance, the King County council shall submit to
138 the qualified electors of the county a proposition authorizing a regular property tax levy
139 in excess of the levy limitation contained in chapter 84.55 RCW for six consecutive
140 years, with collection commencing in 2014, at a rate not to exceed \$0.1877 per one
141 thousand dollars of assessed value in the first year of the levy period. In accordance with
142 RCW 84.55.050, this levy shall be a regular property tax levy subject to the limit factor.

143 SECTION 3. Deposit of levy proceeds. The levy proceeds shall be deposited
144 into a dedicated subfund of the parks and recreation fund, or its successor.

145 SECTION 4. Eligible expenditures. If approved by the qualified electors of the
146 county, levy proceeds shall be used for the following purposes:

147 A. Forty-seven percent for maintenance and operations of King County's parks
148 system, of which no more than one and three tenths percent of total levy proceeds is for
149 the recreation grant program;

150 B. Thirty-nine percent for:

151 1. Acquisition, conservation and stewardship of additional open space lands,
152 natural areas, resource or ecological lands;

153 2. Acquisition and development of rights of ways for regional trails;

154 3. Major maintenance repair, replacement and improvement of parks system
155 infrastructure; and

156 4. Development of trailhead facilities to increase access to parks and trails;

157 C. If the county council, in its sole discretion, finds that annual revenues from the
158 real estate excise tax 1 and real estate excise tax 2 from the real estate excise taxes
159 imposed under K.C.C. 4A.51.100 and 4A.510.120 have increased sufficiently that the
160 levy amount needed for the purposes identified in subsection B. of this section should be
161 reduced, it may reduce the annual dollar amount levied for the parks levy based on this
162 finding and the entire dollar amount of the reduction in the levy proceeds for that year
163 shall be allocated solely to the distribution of levy proceeds for the purposes set forth in
164 subsection B. of this section. Such annual reduction shall not limit the authority of the
165 council to levy in any future year without such reduction or to modify the distribution of
166 levy proceeds levied in any future year;

167 D. Seven percent for distribution to cities in King County for their local parks
168 system projects, of which amount fifty percent shall be distributed based on city
169 population and fifty percent shall be distributed based on the assessed value of parcels
170 within a city;

171 E. Seven percent for distribution to the Woodland Park Zoological Society for:
172 environmental education with emphasis on accessibility to traditionally underserved
173 populations throughout the county; horticulture and maintenance of buildings and
174 grounds; conservation and animal care for rare, threatened or endangered Pacific
175 Northwest species; and board-approved capital projects/campaigns in existence as of
176 December 31, 2012; and

177 F. Of the proceeds designated for distribution to King County cities and the
178 Woodland Park Zoological Society, a portion shall be retained by the county to be used

179 for expenditures related to administration of the distribution of levy proceeds. Eligible
180 administrative expenditures shall include all costs and charges to the parks and recreation
181 division or the county associated with or attributable to the purposes listed in subsections
182 D. and E. of this section of this ordinance. Consistent with RCW 84.55.050, as it may be
183 amended, levy proceeds may not supplant existing funding.

184 SECTION 5. Call for special election. In accordance with RCW 29A.04.321,
185 the King County council hereby calls for a special election to be held in conjunction with
186 the primary election on August 6, 2013, to consider a proposition authorizing a regular
187 property tax levy for the purposes described in this ordinance. The King County director
188 of elections shall cause notice to be given of this ordinance in accordance with the state
189 constitution and general law and to submit to the qualified electors of the county, at the
190 said special county election, the proposition hereinafter set forth. The clerk of the council
191 shall certify that proposition to the King County director of elections in substantially the
192 following form:

193 The King County council has passed Ordinance ____ concerning funding for
194 parks, trails, recreational facilities and open space. This proposition would replace two
195 expiring levies and fund maintenance and operations of the King County parks system;
196 trails and open space for recreation, habitat and water quality; city parks; and zoo
197 programs, all subject to citizen oversight. This proposition authorizes an additional
198 property tax of \$0.1877 per \$1,000 of assessed value for collection in 2014 and
199 authorizes increases by the annual percentage change in the CPI or the limitation in 84.55
200 RCW, whichever is greater, for five succeeding years. Should this proposition be:
201 Approved? __

202 Rejected? __

203 SECTION 6. Distributions. Each distribution of levy proceeds to a King County
204 city or to the Woodland Park Zoological Society, or its successor, for the eligible
205 purposes identified in section 4 of this ordinance shall be subject to the execution of a
206 contract between the county and each entity for the same project. Distribution of levy
207 proceeds to King County for open space acquisition purposes shall be in accordance with
208 the annual conservation futures tax process for the development, review and
209 recommendation to the King County council as set forth in the open space and natural
210 lands acquisition process, which is included as Attachment A to this ordinance.

211 SECTION 7. Parks levy citizen oversight board established.

212 A. If the proposition in section 5 of this ordinance is approved by the qualified
213 electors of King County, a parks levy citizen oversight board shall be appointed by the
214 executive. The board shall consist of nine members. Each councilmember shall
215 nominate a candidate for the board from the councilmember's district no later than ninety
216 days from the start of the first year of collections. If the executive does not appoint
217 within sixty days of the nominations a person who has been nominated by a
218 councilmember, the executive must request that the councilmember should within thirty
219 days of the request nominate another candidate for appointment. Members shall be
220 confirmed by the council. Members shall be residents of King County and may not be
221 elected or appointed officials of any unit of government, except that citizens serving in a
222 civic capacity on a local board or commission would be eligible to serve on the parks
223 levy citizen oversight board.

224 B. The board shall review the allocation of levy proceeds and progress on
225 achieving the purposes of this proposition. The report shall include information on the
226 status of addressing maintenance needs and controlling noxious weeds in King County's
227 parks system. On or before December 31, 2015, the board shall review and report to the
228 King County executive, the King County council and the regional policy committee on
229 the expenditure of levy proceeds for 2014. Thereafter, the board shall review and report
230 to the King County executive, the King County council and the regional policy
231 committee annually. Any report to the King County council under this section shall be
232 made in the form of a paper original and an electronic copy with the clerk of the council,
233 who shall retain the original and provide an electronic copy to all councilmembers. The
234 parks and recreation division shall provide the board with all reports on division activities
235 that the division transmits to the King County council in accordance with K.C.C.
236 7.08.090. The board expires December 31, 2020.

237 SECTION 8. Ratification. Certification of the proposition by the clerk of the
238 King County council to the director of elections in accordance with law before the
239 election on August 6, 2013, and any other acts consistent with the authority and before
240 the effective date of this ordinance are hereby ratified and confirmed.

241 SECTION 9. Severability. If any provision of this ordinance is held invalid, the

242 remainder of the ordinance or the application of the provision to other persons or

243 circumstances is not affected.

244

Ordinance 17568 was introduced on 2/25/2013 and passed as amended by the Metropolitan King County Council on 4/29/2013, by the following vote:

Yes: 7 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Mr. McDermott and Mr. Dembowski
No: 2 - Ms. Lambert and Mr. Dunn
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



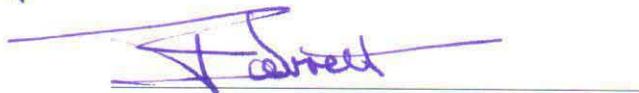
Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 1 day of May, 2013.



Dow Constantine, County Executive

RECEIVED
2013 MAY - 1 PM 2:09
CLERK
KING COUNTY COUNCIL

Attachments: A. Open Space and Natural Lands Acquisition

OPEN SPACE AND NATURAL LANDS ACQUISITION

The overall approach for funding allocation and coordination with the Conservation Futures Tax (CFT) program for the acquisition of open space and natural lands through the countywide parks levy is proposed as follows:

1. Early each calendar year, the Department of Natural Resources and Parks (DNRP) will set a proposed allocation for open space from levy funds for the following fiscal year.
2. Staff will generate proposals for the use of these funds, taking into account opportunities to leverage resources with funding from Conservation Futures, as well as from other local, state, and federal funding sources.
3. An overall proposal allocating the open space funds to specific projects will be developed and discussed with the Citizens Oversight Committee (COC) that is responsible for developing CFT funding recommendations. These discussions are expected to occur in the spring, during the same time frame during which the COC annually reviews CFT project proposals. This will create an opportunity for the COC to provide an advisory recommendation regarding allocation of these parks levy funds.
4. Taking the COC's recommendations into account, DNRP will develop a proposed budget for these parks levy funds.
5. The DNRP proposed budget for parks levy funding will be reviewed by the County Executive, and ultimately County Council, as part of the overall budget process for the following year.

Back to Agenda Bill



To: Mayor Perry and City Councilmembers
From: Public Works Director Neal
Date: September 15, 2014 Regular Session
Re: **Department of Commerce Activity Center grant – New Roof Bid Award**

-
- ATTACHMENTS:**
- A. **Chinook Roofing & Gutters bid**
 - B. **Photo of existing layers on roof**
 - C. **Photo example of metal mansard**
-

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action: “I move to award the Activity Center Re-roofing Project to Chinook Roofing & Gutters, for a cost not to exceed \$130,893.00 not including sales tax, and authorize the Mayor to sign all necessary related documents.”

Fiscal Impact/Source of Funds: Funding for the new roof on the Activity Center is 100% grant money from the Department of Commerce. This project is included in the adopted 2014 budget.

Previous Council Review: Council formally accepted the offered \$250,000 grant funding from the Department of Commerce for improvements to the Activity Center on September 9, 2013.

Issue: Council needs to award the contract to re-roof the Activity Center.

Background: The City was awarded \$250,000 out of the State Capital Budget from the Projects that Strengthen Youth & Families grant program. As the administrator of the project, the Department of Commerce retains three percent of the funding to cover their direct administrative costs, leaving a net grant award of \$242,500. Although the grant application included a number of improvements to the Activity Center, the top priority is for a new roof and mansard along with any associated structural repairs from water damage.

Discussion: Staff’s first attempt at proceeding with the roof project was to utilize the King County Director’s Association (KCDA), which is a purchasing cooperative owned by Washington’s public school districts. The City of Milton has been a member of KCDA since 1999. Utilizing KCDA is similar to utilizing the state contracts; those agencies have already gone thru a bid and selection

process for various items and services, complying with state bid laws, and then local agencies can utilize the established costs and contracts.

KCDA's selected contractor for roofing services is Progressive Roofing, whose local representative is Wayne's Roofing. Since the company Wayne's Roofing had worked on the Activity Center roof in the past, this seemed like an ideal situation. Unfortunately, the estimate obtained from Wayne's Roofing thru KCDA was quite high: \$202,275 plus sales tax. This would leave very little grant funding to do all the other items that are needed in the Activity Center.

After extensive research on roofing costs and standard practices, staff determined that utilizing the Small Works Roster would provide better results. Chinook Roofing & Gutters has provided two bids: roof replacement at \$95,309 plus sales tax and mansard replacement at \$35,584 plus sales tax, for a combined low bid of \$130,893 plus sales tax.

Chinook's bid includes a 5 year workmanship warranty, and a 20 year material warranty, for both the new roof and the new metal mansard. Work can begin very quickly, and is anticipated to take 7 working days to complete. Although the back of the Activity Center will need to be reserved for the roofing contractor's equipment and materials, business can continue as usual in the Activity Center while this project is being completed.

AGREEMENT FOR ROOFING SERVICES

Name:

City Of Milton / Milton City Hall
Brent Thompson
1000 Laurel St
Milton, WA

Email: bthompson@cityofmilton.com

Phone Number: 206-517-2751



A. SCOPE OF WORK: Chinook Roofing & Gutters (Contractor) agrees to perform the supply and installation work indicated here:

- **Access:** Bid assumes primary access for equipment, dumptruck, and supplier crane for loading. Chinook to have access for duration of project. Chinook to load and hoist all material and equipment.
- **Partial Tear Off & Re-Roof:** Chinook to remove and dispose of all perimeter metal, vents, pipes, base flashings, wall membrane, and accessory materials. Chinook to remove roofing 1 layer existing membrane. One layer of existing of roofing and insulation is to remain.
- **Thermal Scan:** Chinook to conduct thermal imaging scan for wet insulation.
- **Wet Insulation:** Chinook to remove and dispose of up to 500 sq ft of damaged or wet insulation and replace with like. Additional insulation required if found will be billable at \$3.50 per sq ft.
- **Fastener Pull Test:** Prior to commencement Chinook to conduct an independent manufacturer approved series of pull tests to determine fastener pull out values, screw pattern, feasibility, etc.
- **Coverboard:** Supply and install 1/4" Dens Deck cover board mechanically attached to all decks and walls as needed.
- **Membrane:** Supply and install a GAF Everguard 60 mil TPO WHITE roof membrane per manufacturer's installation specifications.
- **Fastening:** Roof system to be mechanically attached per manufacturers approved layout and local wind speed requirements.
- **Details:** Wrap all skylight curbs, equipment curbs, walls, vent curbs, chimneys, b-vents, and pipe penetrations per manufacturer's installation recommendations.
- **Drainage:** Replace all roof drains and throughwall scuppers with new. Add 3 new scuppers at west transition between upper and lower roof.
- **Walkpad:** Install (100 ft) of walkpad for roof and equipment maintenance.
- **Coping Metal:** Furnish and install new 24 gauge Kynar standing seam coping metal to all walls.
- **Housekeeping:** Clean up daily and upon completion. All primary access points to building to be kept free of debris and equipment.
- **Warranty:**
 - System as specified will come with a 20 yr material warranty from GAF.
 - Includes a 5 yr Workmanship Warranty from Chinook.

B. BASE PROPOSAL AMOUNT:

\$95,309.00

plus applicable WSST.



CHINOOK ROOFING & GUTTERS IS A DIVISION OF R & C ROOFING, INC

5113 PACIFIC HIGHWAY EAST, SUITE 8; FIFE, WA 98424

PH. (253) 517-0884 OR (206) 274-1611 ♦ FAX (206) 274-6195

WWW.CHINOOKROOFING.COM ♦ CHINORG895C4



AGREEMENT FOR ROOFING SERVICES

Name:

City Of Milton / Milton City Hall
Brent Thompson
1000 Laurel St
Milton, WA

Email: bthompson@cityofmilton.com

Phone Number: 206-517-2751



C. INCLUSIONS:

- Specification Sections: N/A
- Photos:



CHINOOK ROOFING & GUTTERS IS A DIVISION OF R & C ROOFING, INC

5113 PACIFIC HIGHWAY EAST, SUITE 8; FIFE, WA 98424

PH. (253) 517-0884 OR (206) 274-1611 ♦ FAX (206) 274-6195

WWW.CHINOOKROOFING.COM ♦ CHINORG895C4



AGREEMENT FOR ROOFING SERVICES

Name:

City Of Milton / Milton City Hall
Brent Thompson
1000 Laurel St
Milton, WA

Email: bthompson@cityofmilton.com

Phone Number: **206-517-2751**



D. EXCLUSIONS: The above proposal excludes anything not specifically listed above. Additional exclusions include:

- Owner to contract separately for flex gas line added to east mechanical unit.
- Wood nailers, backing or blocking
- HVAC Curbs and equipment or installation of same
- Electrical work, conduits or controls
- Drains or plumbing
- Mechanical work
- Temporary roofing or protection
- Hazardous materials handling or abatement, including asbestos and lead
- Seismic upgrades
- Expansion/building control joints
- Sheet metal work other than which is incorporated into our work
- Metal wall panel systems; brick, masonry and EFIS flashings
- Soils, rock, planters, and removal or replacement of same
- Bonds
- Sales Tax



CHINOOK ROOFING & GUTTERS IS A DIVISION OF R & C ROOFING, INC

5113 PACIFIC HIGHWAY EAST, SUITE 8; FIFE, WA 98424

PH. (253) 517-0884 OR (206) 274-1611 ♦ FAX (206) 274-6195

WWW.CHINOOKROOFING.COM ♦ CHINORG895C4



AGREEMENT FOR ROOFING SERVICES

Name:

City Of Milton / Milton City Hall
Brent Thompson
1000 Laurel St
Milton, WA

Email: bthompson@cityofmilton.com

Phone Number: **206-517-2751**



E. ALTERNATES:

- **Full Tear Off:** Chinook to perform a complete tear off including all layers of BUR roofing and existing insulation. Replace complete tapered insulation package with new average R30 system per manufacturers installation specifications. All other scopes and details to be the same.

\$64,000.00

*plus applicable WSST.
additional to base bid amount.*

F. SIGNATURE:

Thank you for the opportunity to provide a proposal. We look forward to working with you. Please call or e-mail with any questions. I am happy to meet in person at your convenience to review our proposal in detail.

Respectfully,

Duane Hadley

Duane Hadley
Chinook Roofing
c. 253-517-0884
duane@chinookroofing.com

8/27/14



CHINOOK ROOFING & GUTTERS IS A DIVISION OF R & C ROOFING, INC

5113 PACIFIC HIGHWAY EAST, SUITE 8; FIFE, WA 98424

PH. (253) 517-0884 OR (206) 274-1611 ♦ FAX (206) 274-6195

WWW.CHINOOKROOFING.COM ♦ CHINORG895C4



AGREEMENT FOR ROOFING SERVICES

City Of Milton / Milton City Hall
Brent Thompson
1000 Laurel St
Milton, WA

Email: bthompson@cityofmilton.com
Phone Number: 206-517-2751



A. SCOPE OF WORK: Chinook Roofing & Gutters (Contractor) agrees to perform the supply and installation work indicated here:

- **Access:** Bid assumes primary access for equipment, dumptruck, and supplier crane for loading. Chinook to have access for duration of project. Chinook to load and hoist all material and equipment.
- **Siding Tear Off:** Chinook to remove and dispose of all existing siding materials on mansard surround as needed to complete work.
- **Underlayment:** Chinook to furnish and install a premium High Temp Ice and Water barrier underlayment to mansard substrate.
- **Metal Wall Panel:** Chinook to furnish and install NuRay Metal Products NRM 8000 (ProClad) continuous interlock 25 gauge metal wall panel.
- **Trim & Accessories:** Includes all necessary compliment trim and cleating. Includes tie in to coping metal and a J Trim at transition to soffit.
- **Housekeeping:** Clean up daily and upon completion. All primary access points to building to be kept free of debris and equipment.
- **Warranty:**
 - System as specified will come with a 20 yr paint finish warranty from NuRay Metals / Dupont.
 - Includes a 5 yr Workmanship Warranty from Chinook.

B. BASE PROPOSAL AMOUNT:

\$35,584.00
plus applicable WSST.



CHINOOK ROOFING & GUTTERS IS A DIVISION OF R & C ROOFING, INC
5113 PACIFIC HIGHWAY EAST, SUITE 8; FIFE, WA 98424
PH. (253) 517-0884 OR (206) 274-1611 ♦ FAX (206) 274-6195
WWW.CHINOOKROOFING.COM ♦ CHINORG895C4



AGREEMENT FOR ROOFING SERVICES

City Of Milton / Milton City Hall
Brent Thompson
1000 Laurel St
Milton, WA

Email: bthompson@cityofmilton.com
Phone Number: 206-517-2751



C. INCLUSIONS:

- Specification Sections: N/A
- Photos:



CHINOOK ROOFING & GUTTERS IS A DIVISION OF R & C ROOFING, INC
5113 PACIFIC HIGHWAY EAST, SUITE 8; FIFE, WA 98424
PH. (253) 517-0884 OR (206) 274-1611 ♦ FAX (206) 274-6195
WWW.CHINOOKROOFING.COM ♦ CHINORG895C4



AGREEMENT FOR ROOFING SERVICES

City Of Milton / Milton City Hall
Brent Thompson
1000 Laurel St
Milton, WA

Email: bthompson@cityofmilton.com
Phone Number: 206-517-2751



D. EXCLUSIONS: The above proposal excludes anything not specifically listed above. Additional exclusions include:

- Wood nailers, backing or blocking
- Rot repair
- HVAC Curbs and equipment or installation of same
- Electrical work, conduits or controls
- Drains or plumbing
- Mechanical work
- Temporary roofing or protection
- Hazardous materials handling or abatement, including asbestos and lead
- Seismic upgrades
- Expansion/building control joints
- Sheet metal work other than which is incorporated into our work
- Metal wall panel systems; brick, masonry and EFIS flashings
- Soils, rock, planters, and removal or replacement of same
- Bonds
- Sales Tax

E. ALTERNATES:

- **AEP PS12:**
- All above specifications to remain the same.
- **Chinook to furnish and install AEP Span Prestige Series 12" (PS12) metal wall panel and trim.**

\$15,966.87

*plus applicable WSST.
additional to base bid amount.*

CHINOOK ROOFING & GUTTERS IS A DIVISION OF R & C ROOFING, INC

5113 PACIFIC HIGHWAY EAST, SUITE 8; FIFE, WA 98424

PH. (253) 517-0884 OR (206) 274-1611 ♦ FAX (206) 274-6195

WWW.CHINOOKROOFING.COM ♦ CHINORG895C4



AGREEMENT FOR ROOFING SERVICES

City Of Milton / Milton City Hall
Brent Thompson
1000 Laurel St
Milton, WA

Email: bthompson@cityofmilton.com
Phone Number: 206-517-2751



F. SIGNATURE:

Thank you for the opportunity to provide a proposal. We look forward to working with you. Please call or e-mail with any questions. I am happy to meet in person at your convenience to review our proposal in detail.

Respectfully,

Duane Hadley

Duane Hadley
Chinook Roofing
c. 253-517-0884
duane@chinookroofing.com

9/3/14

Back to Agenda Bill



CHINOOK ROOFING & GUTTERS IS A DIVISION OF R & C ROOFING, INC
5113 PACIFIC HIGHWAY EAST, SUITE 8; FIFE, WA 98424
PH. (253) 517-0884 OR (206) 274-1611 ♦ FAX (206) 274-6195
WWW.CHINOOKROOFING.COM ♦ CHINORG895C4





EPS TAPERED
INSULATION SYSTEM

WOOD FIBER
COVER BOARD
ROOF #1
3 PLY BUR ROOF

1/2 INCH WOOD FIBER
COVER BOARD

ROOF #2
SBS MOD BUR

Back to
Agenda
Bill

Back to Agenda Bill

