



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

September 9, 2013
Monday

Next Ordinance: 1828-13
Next Resolution: 13-1838

Executive Session
6:30 p.m.

For the purpose of discussing potential real estate transaction(s), as per RCW 42.30.110.

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. Proclamation – National Recovery Month**
- 6. Public Hearings**
 - A. Approval of Solid Waste Contract & Ordinances Amending certain sections of the MMC related to Solid Waste**
 - B. 2nd Public Hearing & Adoption of PSE Franchise Agreement**

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.

7. Consent Agenda

- A.** Minutes – Approval of the minutes of:
 - i.** July 15, 2013 Regular Meeting
 - ii.** August 12, 2013 Regular Meeting
 - iii.** September 3, 2013 Study Session
- B.** Payroll and Claims Voucher Approval:
 - i.** Approval of the 8/5/13 and 8/20/13 Payroll Disbursements in the amount of \$369,683.14
 - ii.** Approval of the Claims Vouchers numbered 54179-54283 in the amount of \$ 542,952.24
- C.** Street Striping Contract with Pierce County

8. Regular Agenda

- A.** Acceptance of State Grant for Activity Center
- B.** Acceptance of State Grant for ADA Bathroom in Triangle Park
- C.** Acceptance of Planning Grant from Washington Department of Commerce

9. City Administrator Report

10. Council Reports

11. Mayor's Report

12. 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

September 2013			
Mon 09/09	6:30 p.m. 7:00 pm	Executive Session Regular Meeting	Executive Session: Real Estate Matter A. Proclamation - National Recovery Month B. Public Hearing - Approval of Solid Waste Contract & Ordinances Amending certain sections of the MMC related to Solid Waste C. 2 nd Public Hearing & Adoption of PSE Franchise Agreement D. Street Striping Contract with Pierce County – <i>Consent Agenda</i> E. Acceptance of State Grant for Activities Center F. Acceptance for State Grant for ADA Bathroom in Triangle Park G. Acceptance of Planning Grant from WA Dept. of Commerce
Mon 09/16	7:00 pm	Regular Meeting	A. Presentation: Coverage is Here King County B. Municipal Judge Contract C. Award of Bid for Well Drilling D. 2014 Revenue Estimates & Fee Schedule Changes E. Green House Gas Policy
<i>Mon 09/30</i>		<i>No Council Meeting</i>	<i>Preliminary Budget Distributed to Council</i>
October 2013			
Mon 10/07	7:00 pm	Study Session	A. Presentation : PC Emergency Management Mitigation Planning Process B. Discussion on Activity Center Renovation Update C. General Fund Budget Review
Mon 10/14	7:00 pm	Regular Meeting	A. Public Hearing on Revenue Estimates B. Adoption of Tax Levy C. Study Session Utility Funds
Mon 10/21	7:00 pm	Regular Meeting	A. 1st Public Hearing - Budget B. Award Design Contract for Milton Way Sidewalk Project C. Amendments to Building & Fire Codes D. Granting of Easement to DOE E. Other Funds Budget Review
November 2013			
Mon 11/04	7:00 pm	Study Session	A. Budget Study Session (only item)
Tue 11/12	7:00 pm	Regular Meeting	A. 2nd Public Hearing B. Final Budget Review & Direction C. Discussion on Comp Plan Amendments
Mon 11/18	7:00 pm	Regular Meeting	A. 3rd & Final Public Hearing B. Budget Adoption C. Drug Loitering and Prostitution Areas Ordinances D. Annexation Petition, Clear Water Development and Sunridge Apartments E. Review of Commercial Parking Tax Code
December 2013			
Mon 12/02	7:00 pm	Special Meeting/ Study Session	Adoption of Comprehensive Plan Amendments Park Maintenance
Mon 12/09	7:00 pm	Regular Meeting	
Mon 12/16	7:00 pm	Regular Meeting	
January 2014			



PROCLAMATION OF THE CITY OF MILTON

2013 National Recovery Month

“Join the Voices for Recovery: Together on Pathways to Wellness”

WHEREAS, behavioral health is an essential part of health and one’s overall wellness; and

WHEREAS, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, in 2011, 3.8 million people received specialty treatment for a substance use disorder and more than 31.6 million adults aged 18 or older received services for mental disorders, according to the *2011 National Survey on Drug Use and Health*. Given the serious nature of this public health problem, we must continue to reach the millions more who need help; and

WHEREAS, on October 1, 2013 as a result of the Affordable Care Act, more than 11 million uninsured individuals with behavioral health needs will become eligible for affordable insurance coverage for their treatment needs, according to the *2011 National Survey on Drug Use and Health*. We must ensure that all of these individuals are successfully enrolled into coverage; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and the City of Milton invite all residents of Milton, Washington to participate in *National Recovery Month*; and

NOW, THEREFORE, I, Debra Perry, Mayor of the City of Milton, do hereby proclaim the month of September 2013 as National Recovery Month in Milton and call upon the citizens of Milton to observe this month with appropriate programs, activities, and ceremonies.

Dated this 9th day of September, 2013

Debra Perry, Mayor

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To: Mayor Perry & City Council Members
From: City Administrator Mukerjee
Date: September 9th, 2013, Regular Meeting
Re: Public Hearing on Approval of Solid Waste Contract with DM Disposal & Adoption of Ordinances Amending Certain Sections of the MMC related to Solid Waste

ATTACHMENTS:

- A. Proposed Solid Waste Contract with DM Disposal
- B. Ordinance Amending MMC Chapter 13.12, Solid Waste
- C. Ordinance Amending MMC Chapter 13.14, Curbside & Yard Recycling

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: There are two (2) separate motions listed below for Council's consideration:

1. Move to approve attached solid waste contract with DM Disposal and authorize the Mayor to execute the same.
 2. Move to approve attached ordinances amending MMC Chapters 13.12 & 13.14.
-

Previous Council Review: May 6th & 20th, July 1st, 2013.

Issue: Approval of a solid waste contract with DM Disposal and amending certain sections of the MMC related to solid waste.

Background: The current contract for solid waste services with DM Disposal will expire this year. After discussing this matter at the May 6th and 20th meetings and receiving a presentation from Steve Wamback, Pierce County Sustainable Resource Administrator, Council decided to authorize the Mayor to negotiate a contract with DM Disposal. On July 1st, Council reviewed a number of items to be included in the new contract, and provided direction on the services to be included in the new contract.

Discussion:

Proposed Contract:

The proposed contract with DM Disposal (*Attachment A*) incorporates all of the directions received from Council during past discussions. The key elements of the agreement are listed below with the related section numbers shown in parentheses.

- a. This is a 7-year contract ending in 2021, with an additional 3 year automatic renewal (*Section 3*).

- b. If the contract is approved, DM is looking at November 1, 2013 for implementation.
- c. The major change is the conversion to a contractor provided wheeled cart to be picked up by automated trucks, instead of the present system of customer provided garbage cans (*Section 12*).
- d. The rate for a standard 32 gallon cart will increase by \$1.26/month, from \$19.43 to \$20.69/month. The rate for a 10 gallon micro cart will decrease by \$2.36 to \$8.02/month, while the rate for a 24 gallon mini cart will remain the same at \$15.80/month (*Exhibit A*).
- e. As with the current contract, an annual CPI rate adjustment is permitted based on 80% of the Seattle CPI. The contractor is also allowed to pass through any increases in landfill/disposal costs set by Pierce County or increased costs due to duties imposed by local, state or federal laws or regulations. Rate adjustments due to unforeseen costs also cannot be unreasonably withheld by the city (*Sections 8*).
- f. The contract provides for exceptions to service for a customer who owns two adjacent properties, and allows a residential customer who owns a business in the city to be exempted from a residential service (*Section 26 f*).
- g. Household hazardous waste can be taken to a recycling station (*Section 26 h*) and E-Recycling is provided during an annual e-drop off date (*Section 26 i*).
- h. Appliance pick-up will be provided during the spring and fall clean-up days (*Section 10 a*), and Christmas Tree recycling will be provided (*Section 10 c*).
- i. The contractor shall also provide a drop box during Milton Days and set up an educational booth during this event (*Section 10 b*).

Proposed Ordinance Amendments:

Two ordinances are attached amending Sections 13.12 & 13.14 of the Milton Municipal Code, related to solid waste:

1. MMC Chapter 13.12, Solid Waste is being amended to (a) add “recyclable” to the solid waste definitions; (b) recognizing that solid waste containers will be provided by the service provider; and (c) deleting the requirement for customers to furnish containers (*Attachment B*).
2. MMC Chapter 13.14, Curbside and Yard Waste Recycling is being amended to recognize that yard waste containers will be provided by the contractor, and amending the fee for yard waste collections to the fee set by the contract (*Attachment C*).

AGREEMENT WITH D.M. DISPOSAL COMPANY INC.FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES AND YARD WASTE IN THE CITY OF MILTON, WA.

1. Date and Parties

This Agreement is made and executed this ____ day of _____ 2013, by and between the City of Milton, a municipal corporation, hereinafter referred to as the “City” and D.M. Disposal Company, Inc., a Washington corporation, hereinafter referred to as the “Contractor.”

2. Purpose

The purpose of this Agreement is to provide for the collection, proper disposition of solid waste, recyclables, and yard waste throughout the City. The Contractor does hereby agree to provide solid waste and recyclable collection services for the City and its citizens and arrange for disposal of such solid waste and recyclables upon the terms and conditions set forth herein.

3. Term/Implementation of New Term and Conditions

The term of this Agreement shall commence after acceptance of this Agreement by the City and the Contractor, but no earlier than the commencement of services listed in the contract. The contract shall expire on December 31, 2021 (“Agreement Term”). Upon expiration of the term, or expiration of any extension period, the Contract shall automatically renew for an additional three (3) year period under the same terms and conditions, unless either Party provides the other Party with ninety (90) days prior written notice of its intent to terminate the Agreement.

4. Exclusive Rights to Solid Waste and Recyclables Collection

The Contractor shall have the exclusive right and the obligation to collect all solid waste, recyclables, and residential curbside yard waste within the City limits as of the date of this Agreement. The parties agree to cooperate in the enforcement of the provisions of this Agreement and with the City’s authority to regulate a system for solid waste handling. The Contractor’s rights under this Agreement maybe subject to the rights of third parties in annexed areas and those rights shall not be abridged by this Agreement.

5. Future Annexations of Territory by the City

If, during the term of this Agreement, additional territory is added to the City through annexation or other means within which the Contractor or its affiliate has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall make collection in such annexed area(s) in accordance with the provision of this Agreement at the prices set forth in the Agreement upon written notice by the City. The term during which the Contractor shall service any future annexation area shall be ten (10) years. Should the Agreement expire or be cancelled prior to the completion of the ten year term of any newly-annexed area, that area shall revert to the authorized certificated solid waste collection company pursuant to WAC 480-70-141(5) upon approval of the reversion by the Washington Utilities and Transportation Commission, and service under WUTC jurisdiction shall continue for the balance of the ten year term affected by the expiration or cancellation of this Agreement.

6. Definitions

The meaning to be given words as used herein shall be their normal definition, except as to those words specifically defined in the Milton Municipal Code.

7. Rates and Billing

Contractor will bill all Milton city customers bi-monthly at the rates specified in Exhibit "A" along with any applicable City franchise fees and/or other municipal fees or taxes, if any, as are now or later established by the City. Contractor shall also perform all customer service functions under this Agreement. Contractor will also assess the Washington Refuse Collection Tax on all solid waste services on a bi-monthly basis and remit such state excise tax amounts to the State.

8. Revision of Rates

The rates for Contractor's services as set forth in Exhibit "A" attached hereto shall remain the same until March 1, 2014.

a) Annual CPI Adjustment. Beginning March 1, 2014 and for every year thereafter, the rates set forth in Exhibit "A" shall be adjusted by eighty percent (80%) of the change in the Consumer Price Index as maintained by U.S. Department of Labor, "Seattle-Tacoma-Bremerton Average" for all Urban Consumers or Successors Index, (excluding any CPI adjustment to the city utility tax and/or other municipal fee or tax amounts in Exhibit "A"), for the immediately preceding 12 months derived from the most currently published index available.

The Contractor shall provide the City with notice of any proposed rate increase, in any event, not less than forty-five (45) days prior to the requested effective date of the proposed rate adjustment. Exhibit "A" will subsequently be amended to reflect those revised rates.

b) Tipping Fees/Rate Increases. During the term of this Agreement, Contractor is authorized to pass through to its customers all landfill/disposal costs which are set by Pierce County and/or increased costs associated with higher solid waste/recycling responsibilities imposed by local, state or federal laws and regulations.

c) Notice of Rate Increases/Decreases. The Contractor shall provide the City with notice of any such proposed rate increase or decrease upon Contractor being notified of an increase or decrease, but in any event not less than forty-five (45) days prior to the effective date of such increase or decrease. In connection therewith, the Contractor shall provide the City with all reasonable information requested by the City related to such rate adjustments. In addition, the Contractor, on behalf of the City, shall timely provide all notices required by law, including but not limited to RCW 35A.21.152 as now adopted or hereinafter amended, as a condition precedent before any rates and/or fees (including "pass through" fees) are revised or adjusted.

d) Rate Increases/Unforeseen Costs. Contractor may apply to the City for rate adjustments to reflect unforeseen costs arising during the term of this Agreement such as fuel, tax charges, governmental fees and surcharges, the approval for which adjustments shall not be reasonably withheld by the City.

9. Billing and Customer Service

(a) All billing for solid waste collection and recycling services within the City limits shall be performed by the Contractor every other month in accordance with the rates established in this Agreement.

(b) The time period covered by the bill provided by the Contractor will be the present and subsequent month based on the date the bill is received by the customer. The time period covered will be stated in the bill. The charge for any special services not covered in Exhibit "A" will be determined by mutual agreement of the parties hereto.

(c) The Contractor shall bill customers directly for solid waste and recyclables which exceed the customer's current subscribed level of service.

(d) The Contractor shall provide billing services for solid waste and recyclables without proration for partial months. The minimum proration period shall be one month.

(e) The types of services for which the customer is charged will be clearly stated on the face of the bill provided by the Contractor. The bill will include a breakdown of charges for each type of service and applicable taxes.

(f) The bills provided by the Contractor shall be due in accordance with guidelines established by the Contractor. If a bill remains unpaid after forty-five (45) calendar days from the bill date, a late notice shall be mailed to the customer and shall include a 1.5% penalty (minimum \$1.00). If the bill remains unpaid at the next regular billing of sixty (60) days, the Contractor shall issue an invoice stating current and past due service. If the past due balance remains unpaid after ninety (90) days the Contractor shall send a service cancellation notice with a ten (10) day grace period to the customer. If full payment has not been received by the end of business on the 10th day after the notice, service will be terminated. The Contractor shall provide a summary list to the City of customers terminated for non-payment on a quarterly basis.

(g) In accordance with Exhibit "A", a fee will be assessed to all customers stopped for non-payment to restart service, plus applicable taxes, if any.

(h) In accordance with Exhibit "A", a fee will be assessed on all checks returned by a financial institution for insufficient funds plus applicable taxes, if any.

(i) In accordance with Exhibit "A", a fee shall be assessed for redelivery of carts/receptacles where the customer had requested suspension or termination of service or where the service was suspended for non-payment by customer. Customers may change the size of their garbage receptacle once every 12 months at no charge. Additional garbage receptacle size changes will be assessed the redelivery fee. New customers who modify the size of their receptacle within the first 30 days of service shall still be permitted a garbage receptacle size change at no charge within the next 12 month period. (j) Customers whose service is terminated and restarted within one year after the termination of their prior service shall be assessed a service restart fee in accordance with Exhibit "A". Upon restart of service, customers shall have the choice of paying a Receptacle redelivery fee in accordance with Exhibit "A" or customers may pick up their Receptacle(s) directly from Contractor at no charge.

(k) All costs related to billing and bill collection incurred by Contractor will be paid by the Contractor.

10. Special Programs

(a) Spring and Fall Clean-Up Day: The Contractor shall provide one annual cleanup program each Spring and Fall at no additional cost to the City or ratepayers. This program will include curbside collection of appliances, extra residential solid waste, yard waste, recyclables and white goods as specified by the City and the Contractor. The Contractor may limit items to be included in the Spring and Fall cleanup in accordance with environmental requirements. The Contractor will coordinate with the City to provide information to residents.

(b) Special Event: Contractor shall provide a drop box for the annual Milton Days event. Contractor shall also provide for, set-up, and staff an educational booth at this event.

(c) Christmas Tree Recycling: The Contractor shall provide curbside Christmas tree collection to all city residents. Collection of Christmas trees will occur on the second collection day of the new year.

(d) Containers at City Facilities: As partial consideration for this Contract, Contractor shall provide free collection of solid waste and recyclables to city owned facilities as follows:

City Hall complex-Parks/Facilities 2yd. located 10th street side,
City Hall complex- Activity Center 2yd. located Kent St. side,
City Hall complex-Fire Dept.- 2yd. located 11th St side near high bay doors,
City Hall complex- 5ea. 95 gal. carts located 10 & Laurel St.,
City Hall complex - 2 ea. 95 gal. carts located Kent St.,
Public Works Shop-6yd. located at 714 Kent St. and
Community building-1yd. located 1400 15th Ave.

11. City Utility Taxes and Franchise Fee

(a) City Utility Tax. The Contractor shall assess the City utility tax and separately identify on each customer's bill the imposition of any utility tax on solid waste collection services. This utility tax shall not be imposed on recycling services such as yard waste, curbside recycling, commercial, multifamily and recyclable materials collected from drop-off sites. If such a tax is enacted by the City, Contractor shall increase rates to each customer by the amount of the tax.

(b) City Franchise Fee. Contractor shall pay the City a franchise fee if such fee is enacted by the City in the future. Contractor shall pay the fee to the City on a monthly basis and shall deliver payment for the preceding months from customer invoices on or before the 20th day of the current month. If such a fee is enacted by the City, Contractor shall increase rates to each customer by the amount of the fee.

(c) Contractor shall be allowed to recover by passthrough any attrition in net revenue caused by the "tax on tax" effect of the gross-up of revenues to absorb utility and/or business and occupation taxes which are assessed on the gross revenues of the Contractor.

12. Definition of Terms

(a) The term “*Micro*” shall mean a 10-gallon wheeled receptacle (cart) provided by the Contractor which is made of durable, corrosion-resistant, non-absorbent, water right with close-fitting, hinged cover and two graspable handles. The contents of the micro cart shall not exceed 15 pounds.

(b) The term “*Mini*” shall mean a 24-gallon wheeled receptacle (cart) provided by the Contractor which is made of durable, corrosion-resistant, non-absorbent, water right with close-fitting, hinged cover and two graspable handles. The contents of the cart shall not exceed 30 pounds.

(c) The term “*Cart*” shall mean a wheeled receptacle (cart) provided by the Contractor for the collection and storage of solid waste, source-separated or commingled recyclables or source separated yard waste and which is made of durable, corrosion-resistant, non-absorbent material with a close-fitting, hinged cover and wheels. The solid waste carts provided by the contractor will be sized 24-gallon, 32-gallon, 64/65-gallon, or 95/96-gallon depending on the service level chosen. A 10-gallon insert is available for the 24-gallon cart. Carts for recycling are 95/96-gallon and yard waste carts are 95/96-gallon. Upon request from the customer, the contractor will provide a 64/65-gallon recycling cart as a substitute for the larger size.

(d) The term “*Curbside*” shall mean at the curb or up to five (5) feet from the edge of the public road and accessible for collection by the automated arm of the Contractor’s collection vehicle.

(e) The term “*Pack-out*” shall mean the charge for carryout of over five (5) feet from the edge of the public road, but not over fifty (50) feet.

(f) The term “*Drive-in*” shall mean the charge for leaving the public road to provide service. There shall be no obstruction from overhanging branches and/or wires and adequate room for the collection vehicle to turn around. If the customer requests drive-in service, the road surface shall be of such material as to withstand the weight of the collection vehicle; all maintenance and repairs shall be the customer’s responsibility.

(g) The term “*recyclables*” shall mean those recyclable items defined in RCW 70.95.030(14) designated by the City to be picked up in the curbside recycling program which items are limited to: aluminum, metal containers, mixed paper, cardboard and newspaper. Additional recycling materials included for collection in this Agreement are plastics and yard waste.

(h) The term “*aluminum*” shall mean cans and containers composed solely of aluminum.

(i) The term “*metal containers*” shall mean cans and containers composed of metals, such as tin or steel cans, which are attracted by a magnet.

(j) The term “*mixed paper*” shall mean paper (except newspaper), including magazines, mail, phone books, photocopy or printer paper, and envelopes that are not contaminated by food, plastic wrap or other contaminants.

(k) The term “*cardboard*” shall mean moderately thick paperboard not contaminated by glue, food, waxed coating or other similar contaminants

(l) The term “*newspaper*” shall mean any part of the newspaper that was included when it was delivered or purchased.

(m) The term “*plastic*” shall mean plastic water and pop bottles, milk jugs and other plastic bottles with necks smaller than its body.

(n) The term “*yard waste*” shall mean any material which occurs naturally and is grown on residential, commercial or industrial property or is included in the landscaping of such property.

13. Recycle Carts, Containers and Cages

For residential, single dwelling(s), duplex(s), triplex(s) and four-plex(s), the Contractor shall provide recycling carts of the same type as specified in the Pierce County Recycling Ordinance for recyclables. For larger multi-family complexes and commercial establishments, the Contractor shall provide container/cage(s) and/or cart(s) for collection of recyclable materials guided by space availability and volume of materials generated. The Contractor shall also provide 95 or 96 gallon, covered cart(s) on wheels for yard waste collection. The recycling carts and container/cage(s) shall be provided, maintained and/or replaced by the Contractor at the Contractor’s expense and shall remain the property of the Contractor.

(a) For any account requesting recycling and/or yard waste service(s), the Contractor shall provide a 95 or 96 gallon recycling and/or yard waste cart. All recycling cart(s) remain the property of the Contractor.

(b) All recycling materials and yard waste must be free of contaminants. If any recyclables contain contaminants, such as garbage, the Contractor shall not pick it up. In the event that some recyclables are not collected, the Contractor shall notify the property resident of the reason so that the problem can be corrected.

(c) Upon mutual agreement, on terms, conditions and rates satisfactory to the parties, the City and the Contractor may include additional items for recycling under this Agreement.

14. Preparation of Recyclables

All recycling material and yard waste must be tendered for collection free of contaminants. If any recyclables contain contaminants, such as solid waste, the Contractor shall not pick it up. In the event that some recyclables are not collectible, the Contractor shall give the property resident notice in writing of the reason so that the problem can be corrected. The following categories of recyclables shall be readied by the customers as follows:

(a) Aluminum and Metal Containers – All containers should be rinsed out and if possible flattened.

(b) Cardboard – All cardboard must be flattened and placed inside the cart.

(c) Mixed Paper and Newspaper – Material shall be placed in cart loose (not in plastic bags) and be clean, dry and free of food, plastic wrap and other contamination.

(d) Plastic – Plastic Containers must have lids removed and must be rinsed out.

(e) Yard Waste – Yard waste must be placed into the 95 or 96 gallon cart furnished by the Contractor. Branches shall be no larger than 4 inches in diameter and shall not exceed the length of 3 feet. In addition, branches must fit in the yard waste cart with the lid closed. Christmas trees that are not flocked and cut into appropriate length are acceptable. Customers who are signed up for the yard waste program and who wish to put out more yard waste than the cart can hold, may set out additional material in Kraft or other approved compostable bags at the rate set forth in Exhibit “A”.

15. Collection Related Services

(a) The Contractor becomes the owner of the recyclable materials, including yard waste following collection and can market them in any manner the Contractor deems to be economically feasible. Recyclable materials, which are collected by the Contractor shall not be disposed of in a landfill unless the Contractor has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the most economical way to handle them.

(b) All recyclables collected within the City by the Contractor shall be properly disposed of or marketed by the Contractor in accordance with the laws and regulations of the State of Washington and Pierce County governing such recycling.

(c) Weight restrictions: The Contractor is responsible for collection of all containers which do not exceed the weight limits, described below:

10-gallon Cart	15 lbs
24-gallon Cart	30 lbs
32-gallon Cart	45 lbs
64-gallon Cart	90 lbs
96-gallon Cart	135 lbs

If a container exceeds these weight limits, the Contractor may refuse service and will tag the overweight container. The Contractor will work with the customer to provide alternatives so that service will not be disrupted in the future.

(d) Contractor Planning Assistance: The Contractor shall, upon request and without additional cost, make available either to the City or the property owner planning assistance on new construction or major remodeling of buildings and structures within city limits with respect to the design and planning of garbage and recycling removal facilities and their location upon the site of the proposed construction or remodeling project.

16. Breach of Contract

a) If the Contractor shall abandon or materially breach this Agreement or fail to fully and promptly comply with any or all of its material obligations or shall fail to give reasons satisfactory to the City for noncompliance, the City shall give the Contractor three (3) business days' written notice to cure the material breach. If the material breach is not cured within three (3) business

days, the City may then declare the Contractor to be in default of the Agreement and notify the Contractor to discontinue any further service hereunder, a copy of said notice to be sent to the Contractor via email and certified mail. When the breach of this Agreement is not of a magnitude to endanger the public health, safety or welfare, the City shall first give the Contractor thirty (30) days' written notice to cure the breach or the failure to comply.

b) Notwithstanding the provision of this section, a delay or interruption in the performance of all or any part of the Agreement resulting from causes beyond the Contractor's control shall not be deemed to be a default of the contract and the rights and remedies of the City provided for in the provision of this section shall be inapplicable.

17. Hold Harmless

The Contractor shall indemnify/defend and save the City and its officers, agents, servants, and employees harmless from and against any and all loss, damage, action, claims, suits, judgments and liability in connection with loss of life, personal injury and/or to property arising from or out of any negligence or intentional act of or by the Contractor under this Agreement. The City shall indemnify/defend and save the Contractor and its officers, agents, servants and employees harmless from and against any and all loss, damage, action, claims, suits, judgments, and liability in connection with loss of life, personal injury and/or to property arising from or out of any negligence or intentional act of or by the City under this Agreement. The Contractor shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the City in enforcing any and all terms and covenants of this Agreement.

18. Damage to property

a) If any property is damaged as a result of the Contractor's negligence or intentional act, the Contractor shall repair or replace the same after being notified of the damage.

b) The City shall not be liable to the Contractor for any loss or damage other than any loss or damage occurring as a result of the negligence or intentional act of the City, its employees and/or agents.

19. Liability Insurance

a) The Contractor shall be responsible for paying any and all State Industrial insurance on persons collecting solid waste, recyclables and yard waste on its behalf.

b) The Contractor shall provide and maintain in full force and effect during the term of this Agreement, a policy of public liability and automobile liability insurance, naming the City as an additional insured, providing for limits of not less than \$1,000,000 for all damages arising out of bodily injuries or death of one person, and subject to the limit of not less than \$2,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one incident; and regular property damage liability providing for a limit of not less than \$1,000,000 arising out of injury to or destruction of property in any once incident.

c) The Contractor shall furnish the City a current Certificate of Insurance setting forth said insurance policy to be in full force and effect. The Contractor shall give the City thirty (30) days advance written notice of cancellation or lapse of such policy.

20. Performance Bond

No Performance Bond shall be required of the Contractor.

21. Compliance with Laws

The Contractor agrees and covenants to comply with all applicable provisions of Federal, State, County and City laws and ordinances affecting, directly or indirectly, the subject matter of this Agreement, including but not limited to all of the provisions in Chapter 70.95 RCW as adopted and hereafter amended.

22. Business Licenses

The Contractor shall obtain, at its own expense, all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the terms of this Agreement.

23. The Contractor's Office

The Contractor shall be required to maintain an office provided with telephones and such attendants as may be necessary to take care of requests, orders for special service or instruction from the City. This office shall be in operation between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays or as otherwise directed by the City in writing.

24. The Contractor's Employees

(a) The Contractor shall require all employees to be courteous at all times, not to use loud or profane language, and to do their work as quietly as possible. Specific questions as to rates or changes in existing service should be referred to the Contractor's office and not handled by any collection employee. Charges for additional services shall be billed and payment for these services shall not be accepted by Contractor employees.

(b) While collecting solid waste, recycling and yard waste, Contractor's employees shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans, recycling and yard waste containers. They shall also replace all receptacles and covers and close all gates opened by them.

(c) Employees shall not trespass or loiter or cross property to adjoining premises.

(d) All employees shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of this Agreement due to the Contractor's inability to obtain employees of the number and skill required shall constitute a default in the Agreement unless the reason for the delay is a labor dispute.

25. Service to New Customers

a) The Contractor shall provide service to new customers within ten business days after a receipt of a request for service. In the case of container size, if the Contractor is unable to provide the size of container ordered by the customer within one week, then the Contractor may

temporarily provide the customer with any size container; provided, however, the service provided to the customer and the rate charged shall be equivalent to the service and rate for the container ordered.

26. Collection Services – Recyclables - Yardwaste

(a) Pick-up. The Contractor shall make collections of solid waste one time per week, and collections of recyclables and yard waste on a bi-weekly schedule per customer. Residential pickup shall be made Monday through Friday from 6:30 a.m. to 5 p.m., on a regularly scheduled day of the week, unless otherwise approved by the City in writing. Commercial establishments may be serviced more than once per week when requested. Billing will be based on the number of pickups. A fee (as described in Exhibit "A") will be assessed if the Contractor must either connect or reconnect any cable/wires from a compactor being serviced.

(b) Holidays. The Contractor shall observe Thanksgiving Day, Christmas Day and New Year's Day as the only holidays in each year of this Agreement. Service that normally would have been provided on these days will be provided on the first business day following each respective holiday with resulting delay of one day for the balance of the calendar week.

(c) Inclement Weather or Disaster. In the event that the Contractor is unable to perform pursuant to this Agreement due to inclement weather or a disasters such as acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor, service that would have been provided during inclement weather or disaster shall be provided on the next regular service day that performance is practical.

(d) Failure to Collect. Adequate provisions shall be made by the Contractor to provide special collections when solid waste, yard waste or recyclables have not been collected during the regularly scheduled trip as a result of the Contractor's inadvertence or neglect in picking up the same. Special pickups for such missed collections shall be made by the Contractor within forty-eight (48) business hours when requested by the resident at no additional cost to the resident. If it is subsequently discovered the customer failed to timely place container on the route for pickup by the Contractor, customer shall be assessed pursuant to charges for return trips set forth in Exhibit A.

(e) Packout Service. The Contractor shall provide, at no additional charge, "packout" service as the term is defined in MMC, for any resident who requests the service and is either over 65 years of age or who is temporarily or permanently disabled. The "packout" service for eligible individuals shall be provided when the service distance for the "packout" is more than five (5) feet from the edge of the public road but not greater than 50 feet. Any resident who does not meet the age or disability requirements who elects packout service shall pay the additional fee for set forth in Exhibit A.

(f) Exception to Service. If approved by the City in writing, a customer who owns two adjacent properties may share one solid waste account, or if a residential customer owns a

business located in the city, the residential customer may be exempted from maintaining a separate solid waste account.

(g) Glass Recycling Drop Site(s). The Contractor, in cooperation with the City, shall site at least one glass recycling drop station for City residents to drop glass recyclables only. Fees for the operation and maintenance of the glass recycling drop site(s) shall be assessed to City residents via the curbside recycling collection rates as outlined in Exhibit A.

(h) Hazardous Household Waste. Residential city customers shall be entitled to drop off all qualifying household hazardous wastes at the Hidden Valley Transfer and Recycling Station d/b/a/ L/R/I at 17925 Meridian Street East, Puyallup, WA 98373, during normal receiving hours, at no charge to the customer.

(i) E-Recycling. Contractor shall coordinate the collection of electronic waste during its annual shred drop-off and e-drop off event, at no additional charge to the customer.

27. Collection and Disposal

Care shall be taken in the collection and transportation of solid waste, recycling and yard waste so that any leaking or spilling is prevented. The Contractor, at its sole expense, shall immediately clean up any spills caused by its collection vehicles or personnel upon notice from the City or a customer. The Contractor shall be responsible for disposing of all solid waste collected to an authorized disposal site or transfer station and shall pay any and all disposal fees involved. The Contractor shall abide by all applicable rules and regulations that govern the authorized solid waste disposal facility.

28. Equipment

a) The Contractor shall furnish all vehicles which shall be specifically designed for collection and hauling of solid waste, recycling and yard waste. Each vehicle shall have a tight metal body design so as to prevent the scattering of solid waste when driven over the streets and highways.

b) The Contractor shall furnish all solid waste collection containers as requested by the customer.

c) The Contractor shall furnish recycling carts and yard waste cart(s) to all accounts requesting recycling services.

29. Maintenance

a) Collection vehicles shall be kept in good repair, appearance and sanitary condition at all times. Each vehicle shall have the Contractor's name and phone number and an identifying number clearly visible on the truck. No advertising shall be permitted other than the name and phone number of the Contractor. The Contractor shall not use a firm name containing the words "Milton", "City" or any other words implying municipal ownership.

b) Any equipment found not to comply with the above standards shall be taken out of service and brought to standards before being placed back into service for the City.

30. Mandatory Participation by Citizens/City's Obligation to Enforce

- a) The City shall maintain in full force and effect an ordinance mandating all residential, multi-family and commercial establishments within the City to utilize the solid waste collection service. The City has provided for exemptions to solid waste service under specific limited circumstances. These circumstances are stated and each request for an exemption must be approved by the City. If an exemption to mandatory solid waste service is approved, the Customer must dispose of all solid waste in an appropriate manner.
- b) Commercial businesses handling fresh/frozen foods and/or produce shall have a minimum of weekly solid waste service.

31. Reporting Records and Service Complaints

- a) Reporting. The Contractor shall furnish to the city quarterly reports within thirty (30) days of the end of each quarter showing the number of tons of solid waste transported by the Contractor to the disposal site during the previous three (3) months. Separate records reflecting the tonnage of recyclable materials and yard waste transported to recyclable and yard waste processors shall be reported to the City monthly upon request.
- b) Complaint Records. A weekly log of complaints on service shall be maintained by the Contractor, and a copy of the complaint log shall be presented to the city upon request.
- c) Disposal Receipts. The Contractor shall keep records of solid waste collected and charges therefore. Copies of dump receipts, recyclable receipts and yard waste receipts shall be maintained by the Contractor and provided to the City upon request. The original receipts shall remain in the Contractor's office as part of its records for three (3) years after the termination of any Agreement between the city and the Contractor.
- d) Customer Count. The Contractor shall provide the City with a Customer count by the type of Customer, whether residential, multifamily, or commercial on a quarterly basis on request.
- e) Schedules and Routes. Contractor shall, at all times, maintain current documentation of schedules and routes for the areas served pursuant to this Agreement, and shall make available for city review current copies of such schedules and routes, along with a map that details the routes of service.
- f) City Access to Contractor Records. The Contractor agrees and covenants to comply with all provisions of Federal, State, County and City laws and ordinances affecting, directly or indirectly, the subject matter of this Agreement. The Contractor agrees to maintain records with respect to hauling routes, tonnage recycled or disposed of, and related documentation and any books, documents, papers and records that are directly pertinent to performance of work under this Agreement. The Contractor shall allow the City or any of its duly authorized representatives access to all such records during the term of the Agreement and for three years thereafter for inspection and copying.

32. Severability

Should any term, provision, condition or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of this Agreement still fulfill its purposes, the balance of this Agreement or its application or other circumstances shall not be affected thereby and shall continue in full force and effect.

33. Notices

Any Notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and deposited into any post office as first-class, postage prepaid, certified mail, return receipt requested, and addressed to D.M. Disposal Company, Inc., to the attention of Division Vice President at PO Box 532, Puyallup, Washington, 98371, and to the City to the attention of the City Administrator, Milton City Hall. Either party shall give written notice of change of address.

34. Entirety

This Agreement and exhibits attached hereto and incorporated herein by this reference represent the entire Agreement between the City and the Contractor. Any prior written or oral statement or proposal or representation, not incorporated herein, shall be excluded, and shall not alter any term or provision of this Agreement. This Agreement may be modified or amended only in writing by any authorized representatives of the Contractor and the City.

35. Alternative Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this agreement, including any question regarding breach, termination or invalidity thereof, shall be resolved by arbitration in Tacoma or Seattle, Washington in accordance with the American Arbitration Association, or Judicial Dispute Resolution rules which are deemed to be incorporated by reference into this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this agreement or any claims arising out of this agreement, except as otherwise ordered or agreed by the parties. All arbitration fees shall be borne equally by the parties and the parties shall pay their own attorney's fees and costs.

36. Applicable Law and Jurisdiction

This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method is arbitration as set forth above, in the event any claim, dispute or action arising from or relating to this agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. The prevailing party in any such action before the court(s) shall be entitled to recover its costs of suit and reasonable attorneys' fees.

37. REPORTS AND INSPECTIONS

A. The CONTRACTOR at such reasonable times and in such forms as the CITY may reasonably require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the

reports, information, data, and other related materials, prepared or assembled by the CONTRACTOR under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56, R.C.W.

B. The CONTRACTOR shall at any time during normal business hours and as often as the CITY or State Examiner may reasonably deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CONTRACTOR'S activities. The CITY may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the CONTRACTOR'S activities which directly relate, to the Agreement.

38. NO AGENCY RELATIONSHIP CREATED

A. Neither the CONTRACTOR nor its agents, employees, servants or representatives of shall be deemed to be an agent, employee, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees except as otherwise expressly provided herein. The CONTRACTOR will be solely and entirely responsible for its act and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

39. NONDISCRIMINATION

A. Nondiscrimination in Employment. In the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, sexual orientation, religion, veteran's status, or the presence of any sensory, mental or physical handicap or any other bases prohibited by applicable Federal, State, or local law; provided that the prohibition against discrimination in employment is because of the particular work involved. The CONTRACTOR shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

B. Nondiscrimination in Services. The CONTRACTOR will not discriminate against any recipient of any services, or benefits provided for in this Agreement of the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

C. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

40. Assignment and Control

a) Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Agreement without the prior written approval of the City, which approval shall not be unreasonable withheld by the City.

b) When requested, approval by the City of a subcontract or assignment of this Agreement or a part thereof shall not be unreasonably withheld.

c) In the event of an assignment, subcontracting or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to complete fully and faithfully the work or responsibility undertaken or other security acceptable to the City.

41. Counterparts

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute the same instrument.

DATED this ___ day of _____, 2013.

D.M. DISPOSAL COMPANY, INC.

CITY OF MILTON

By: Dan Schooler
Division Vice President

By: Debra Perry, Mayor

By: Lisa Tylor, City Clerk

Approved as to form:

By: Bio Park, City Attorney

Exhibit "A" Rates

A. Residential Garbage Service (weekly) & Residential Recycle Service (every-other-week)
One Company provided garbage cart and one Company provided recycle cart.

GARBAGE SERVICE:

10-gallon cart	\$	8.02*	per month
24-gallon cart	\$	15.80*	per month
32-gallon cart	\$	20.69*	per month
64-gallon cart	\$	30.83*	per month
96-gallon cart	\$	42.93*	per month

*includes 96 gallon recycle service

Occasional extra 32-gallon can or bag	\$	5.30	per pickup
Packout / drive-in – garbage only	\$	5.00	per month

Occasional extra 32-gallon can or bag, packout	\$	5.87	per pickup
96 or 65 gallon cart recycling - (addl)	\$	4.39	per month

B. CONTAINER SERVICE:

1yd once a week	\$	88.31	per month
1yd twice a week	\$	169.43	per month
1-1/2 yard once a week	\$	125.06	per month
1-1/2 yard twice a week	\$	248.85	per month
2yd once a week	\$	159.65	per month
2yd twice a week	\$	319.39	per month
2yd three times a week	\$	473.17	per month
4yd once a week	\$	316.86	per month
4yd twice a week	\$	633.57	per month
6yd once a week	\$	423.68	per month
6yd twice a week	\$	847.26	per month
6yd three times a week	\$	1,259.16	per month
4yd compactor once a week 5:1 ratio	\$	1,233.31	per month
6yd compactor once a week 3:1 ratio	\$	1,428.61	per month

1 yard extra pickup on reg rt	\$	21.28	per pickup
1-1/2 yard extra pick up reg rt	\$	27.22	per pickup
2 yard extra pickup on reg rt	\$	32.46	per pickup
4 yard extra pickup on reg rt	\$	50.20	per pickup
6 yard extra pickup	\$	84.75	per pickup

4 yard extra pickup compactor	\$ 283.59	per pickup
6 yard extra pickup compactor	\$ 294.44	per pickup
Connect/Reconnect	\$ 5.02	per pickup
C. Special Pickup (minimum 1 hr) plus dump fee of \$137.08 per ton	\$ 41.52	per pickup
Bulky extra regular route	\$ 31.92	per pickup
D. Yard Waste Cart	\$ 5.18	per month
E. Account Reinstatement Fee	\$ 25.00	per occurrence
F. Return Check Fee	\$ 25.00	per occurrence
G. Redelivery Fee	\$ 25.00	per occurrence

Multi-Family and Commercial Recycling Rates:

Commingle & OCC

90-Gallon Cart	\$ 11.47	per month
1.5 yard once a week	\$ 54.30	per month
2 yard once a week	\$ 59.48	per month
6 yard once a week	\$ 117.67	per month

Each additional pickup is 25% of monthly rate

Uncontaminated flattened OCC:

2 yard cage	\$ 48.27	per month
6 yard cage	\$66.36	per month

Rates are based on a routed once or twice a week pick-up.

Each additional pick-up	\$ 24.11	per pickup
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Back to Agenda Bill

**CITY OF MILTON
ORDINANCE NO. 1826-13**

**AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON,
RELATING TO SOLID WASTE SERVICE, AMENDING MILTON
MUNICIPAL CODE SECTIONS 13.12.020, 13.12.030 AND
DELETING SECTION 13.12.070; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, THE City of Milton has executed a new solid waste service contract with D.M. Disposal Company, Inc., and

WHEREAS, the contract requires containers to be provided by said service provider.

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

SECTION 1. Amended. Section 13.12.020 of the Milton Municipal Code is hereby amended to read as follows:

13.12.020 Definitions.

A. "Solid waste" means waste and discarded and recyclable materials from dwellings, flats, roominghouses and business establishments. Said waste and discarded material means normal household waste. Articles such as rocks, discarded furniture and appliances and miscellaneous objects that cannot be placed in a container the size of a garbage can with the lid tightly closed will not be accepted as solid waste and will not be accepted for removal and disposal by the city.

B. "Person" shall mean every natural person, firm, copartnership, association or corporation. (Ord. 425 §§ 2, 3, 1959).

SECTION 2. Amended. Section 13.12.030 of the Milton Municipal Code is hereby amended to read as follows:

13.12.030 Adequate containers required.

It shall be the duty of anyone in charge of a single or multiple dwelling, school, business, manufacturing or industrial establishment where solid waste is created or accumulates to cause to be kept adequate containers for the deposit therein of such solid waste by the solid waste service provider. ~~Such containers are to be clean, watertight, and in good repair. A container may be up to but should not exceed a capacity of 32 gallons and should not exceed 37 pounds in weight when filled. Larger commercial type containers may be ordered from the garbage contractor. (Ord. 1495 § 1, 2001; Ord. 836 § 1, 1980; Ord. 425 § 4, 1959).~~

SECTION 3. Deleted. Section 13.12.070 of the Milton Municipal Code is hereby deleted in its entirety.

SECTION 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance.

SECTION 5. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary consisting of the title, provided that if a referendum is filed, Sections 1 and 2 shall only become effective subject to the outcome thereof, or as otherwise provided by law.

PASSED by the Council and approved by the Mayor of the City of Milton, this ___ day of _____, 2013.

CITY OF MILTON

Mayor Debra Perry

ATTEST/AUTHENTICATED:

Lisa Tylor, City Clerk

APPROVED AS TO FORM:
City Attorney

Bio F. Park

PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO: 1827-13

Back to Agenda Bill

Attachment "C"

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**CITY OF MILTON
ORDINANCE NO. 1827-13**

**AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON,
RELATING TO SOLID WASTE SERVICE, AMENDING MILTON
MUNICIPAL CODE SECTIONS 13.14.030 AND 13.14.040;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, THE City of Milton has executed a new solid waste service contract with D.M. Disposal Company, Inc., and

WHEREAS, the contract requires containers to be provided by said service provider.

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

SECTION 1. Amended. Section 13.14.030 of the Milton Municipal Code is hereby amended to read as follows:

13.14.030 Curbside collection.

The city shall offer all residential households biweekly curbside pick-up of recyclables in containers provided by the service provider. ~~The city shall provide three nestable, stackable recycling bins to each customer who chooses to participate in the program. The three bins will accommodate the following: one for glass, one for newspaper (mixed-waste paper), and one for aluminum and tin cans. (Ord. 1192 § 1, 1992; Ord. 1125, 1990).~~

SECTION 2. Amended. Section 13.14.040 of the Milton Municipal Code is hereby amended to read as follows:

13.14.040 Yard waste collection.

The city shall offer all residential households biweekly curbside pickup of yard waste. The city shall provide one 90-gallon covered container on wheels to each customer who chooses to participate in this program. The container will accommodate any material which is grown on residential property or is included in the landscaping of residential property, excluding rocks, related items such as sand or gravel, branches larger than four inches in diameter and stumps. Branches must fit in the container with the lid closed. The fee for the service shall be ~~\$4.75~~ set by the city through a solid waste contract, (Ord. 1192 § 1, 1992).

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SECTION 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance.

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SECTION 4. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary consisting of the title, provided that if a

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referendum is filed, Sections 1 and 2 shall only become effective subject to the outcome thereof, or as otherwise provided by law.

PASSED by the Council and approved by the Mayor of the City of Milton, this __ day of _____, 2013.

CITY OF MILTON

Mayor Debra Perry

ATTEST/AUTHENTICATED:

Lisa Tylor, City Clerk

APPROVED AS TO FORM:

City Attorney

Bio F. Park

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO: XXXX-13

Back to Agenda Bill



To: Mayor Perry and City Councilmembers
From: Public Works Director Neal
Date: September 9, 2013 Regular Meeting
Re: **PSE Franchise – Public Hearing and Ordinance Adoption**

ATTACHMENTS: A. Newly negotiated franchise agreement, Ordinance 1825-13

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action:

“I move to adopt Ordinance 1825, granting Puget Sound Energy a franchise for its natural gas utility operation within the City of Milton’s city limits.”

Fiscal Impact/Source of Funds: NA

Previous Council Review: In January of 2012, Council approved by ordinance an extension of the existing PSE franchise to allow staff time to complete negotiations of a new franchise agreement with PSE. The first public hearing for the newly negotiated franchise agreement occurred on August 12, 2013.

Issue: Puget Sound Energy (PSE) and City staff have negotiated a new franchise agreement to replace the existing, expired version.

Background: Milton City Council granted a utility franchise agreement to Washington Natural Gas Company in 1986. The franchise agreement was for a 25 year period, and transferred to PSE midway through the franchise term. The original agreement expired in September of 2011. Due to staffing issues and work demand, staff from both parties agreed that an extension of the existing franchise for approximately 18 months was necessary to allow for in-depth review and negotiation of a new agreement if necessary.

Discussion: RCW 35A.47.040 gives every code city the authority to permit and regulate, by means of a franchise agreement, nonexclusive rights for the use of public streets by public utilities.

As negotiated, the franchise agreement takes into account all recent legislation regarding utility rights and municipal legislative authority. The provisions have been set

for an initial 15 year agreement term, with the option to renew for an additional 10 year term. Many of the requirements and conditions in this document are standard practice and can be found in any one of numerous recently adopted franchise agreements in the Puget Sound area.

According to RCW 35A.47.040:

No ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective.

At the August 12th, 2013 Council meeting and first public hearing on this franchise agreement, there were no comments or requested modifications to the draft negotiated franchise agreement.

ORDINANCE NO. 1825-13

AN ORDINANCE GRANTING PUGET SOUND ENERGY, INC, ITS SUCCESSORS, GRANTEES AND ASSIGNS THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO PROVIDE FOR THE TRANSPORTATION, DISTRIBUTION AND SALE OF NATURAL GAS AND ENERGY FOR POWER, HEAT, LIGHT AND ANY OTHER PURPOSE FOR WHICH GAS AND ENERGY MAY BE USED.

WHEREAS, Puget Sound Energy, Inc. (hereinafter "Grantee") has applied for a nonexclusive franchise to Construct, Operate and Maintain natural gas transmission and distribution facilities within and through the City of Milton (hereinafter the "City" or "Grantor"); and,

WHEREAS, the state statutes and City ordinances authorize the City to grant nonexclusive franchises;

NOW, THEREFORE, THE CITY OF MILTON DOES ORDAIN:

Section 1. Definitions.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 **Construct or Construction** shall mean setting, erecting, laying, constructing, extending, supporting, attaching, connecting, enlarging, removing, replacing, and/or repairing Facilities within the Franchise Area and may include, but is not limited to, digging and/or excavating for the purposes of setting, erecting, laying, constructing, extending, supporting, attaching, connecting, enlarging, removing, replacing, and/or repairing such Facilities.

1.2 **Effective Date** shall mean the date designated herein, after passage, approval and legal publication of the Ordinance and acceptance by Grantee, upon which the rights, duties and obligations shall come in effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.3 **Facilities** shall mean, collectively, (i) any and all natural gas distribution systems, including but not limited to, gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, meters, meter-reading devices, and communication systems; and (ii) any and all other equipment, appliances, attachments, appurtenances and other similar items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.4 **Franchise** shall mean this Franchise and any amendments, exhibits, or appendices to this Franchise.

1.5 **Franchise Area** shall mean any, every and all of the roads, streets, avenues, alleys, highways and other public rights-of-way within the jurisdictional boundaries of Grantor, as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys, highways and other public rights-of-way that may hereafter be laid out, platted, dedicated or improved within the jurisdictional boundaries of Grantor, as such limits may be hereafter extended, including any areas annexed by Grantor during the term of this Franchise, in which case the annexed area shall become subject to the terms of this Franchise.

1.6 **Maintenance or Maintain** shall mean examining, testing, inspecting, repairing, maintaining and/or replacing Facilities or any part thereof within the Franchise Area as required, necessary or appropriate for the operation of the Facilities within the Franchise Area.

1.7 **Public Improvement Project** shall mean a City-funded capital improvement to the Franchise Area that is undertaken by or on behalf of Grantor.

1.8 **Operate or Operations** shall mean the operation or use of Grantee's Facilities within the Franchise Area for the transportation, distribution, sale and/or handling of natural gas within and through the Franchise Area.

1.9 **Ordinance** shall mean Ordinance No. , which sets forth the terms and conditions of this Franchise.

Section 2. Grant of Authority.

2.1 Grantor hereby grants to Grantee, its successors and assigns (as provided in Section 4), the right, privilege, authority and franchise to Construct, Operate and Maintain Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution, sale and/or handling of gas and energy for power, heat, light and such other purposes for which gas and energy may be used.

2.2 This Franchise is non-exclusive. Grantor reserves all rights to its property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others to use the Franchise Area, provided that the Grantor shall not grant any other franchise, license, easement or permit that would unreasonably interfere with Grantee's permitted use under this Franchise. This Franchise shall in no manner prohibit the Grantor or limit its power to perform work upon the Franchise Area or make all necessary changes, relocations, repairs, maintenance, establishment, improvement thereto, or from using any of the Franchise Area, as the Grantor may deem fit from time to time.

2.3 This Franchise is conditioned upon the terms and conditions contained herein and Grantee's compliance with all applicable federal, state or, subject to Section 5 below, other regulatory programs that currently exist or may hereafter be enacted by any regulatory agencies with jurisdiction over the Grantee.

2.4 This Franchise is only intended to convey a limited right and interest. It is not a warranty of title or interest in the Franchise Area. None of the rights granted herein shall affect the Grantor's jurisdiction over the Franchise Area.

2.5 This Franchise shall not convey any right to Grantee to install its Facilities on, under, over or across, or to otherwise use, any Grantor-owned or leased properties of any kind that are located outside the Franchise Area. Further, this Franchise shall not govern or apply to Facilities located on Grantee-owned or leased properties or easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired) and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise or pursuant to rights otherwise granted by the Grantor.

2.6 This Franchise is granted upon the express condition that Grantee, within thirty (30) days of the adoption of the Ordinance, shall file with the clerk of Grantor written acceptance of the same. If Grantee fails to do so within this time frame, the Ordinance and this Franchise shall be null and void.

2.7 Upon the Effective Date of the Ordinance and acceptance of the Ordinance and this Franchise by Grantee, all prior franchises between Grantor and Grantee, or its predecessors in interest, which it has acquired for the Construction, Operation and Maintenance of Facilities within the Franchise Area shall be deemed repealed. However, existing Facilities installed or maintained by Grantee on public grounds and places within the City in accordance with prior franchise agreements (but which such Facilities are not within the Franchise Area as defined by this Franchise) may be maintained, operated, repaired and/or replaced in like kind by Grantee at the location where such Facilities exist as of the effective date of this Franchise for the term of this Franchise; provided, however, that no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant to applicable ordinances, codes, resolutions, standards, and procedures.

2.8 Grantor's Facilities within the Franchise Area shall be located and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of pedestrian and/or vehicle traffic therein, or with the reasonable ingress or egress to the properties abutting the Franchise Area as they exist at the time of installation of the Facilities.

Section 3. Term.

Each of the provisions of this Franchise shall become effective upon the Effective Date, subject to Grantee's acceptance of the terms and conditions of this Franchise, and shall remain in effect for fifteen (15) years thereafter. Subsequently, the City Council will consider renewing this Franchise, at the written request of Grantee, for an additional ten (10) year renewal period at any time within two (2) years before the end of the Franchise's original fifteen (15) year term, unless either party expresses its intention in writing to terminate this Franchise at the conclusion of the original fifteen (15) year term.

Section 4. Assignment and Transfer of Franchise.

4.1 Grantee shall not assign this Franchise to any unaffiliated third party without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Grantee shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

4.2 Except as permitted in Section 4.1, any assignment of this Franchise without the prior written consent of the City shall be void and may result in revocation of this Franchise.

Section 5. Compliance with Laws and Standards.

5.1 In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and, subject to Section 5.2 below, comply with all applicable laws of any governmental entity with jurisdiction. This shall include, subject to Section 5 below, all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee, including any regulations adopted by Grantor.

5.2 In the event of any conflict or inconsistency between any local laws or regulations and the terms of this Franchise, the terms and conditions of this Franchise will govern and control. Further, in the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any permit, approval, license or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by Grantee of any and all of its rights, benefits, privileges, obligations or duties in and under this Franchise, the provisions of this Franchise shall govern and control.

5.3 This Franchise shall not limit the City, and the City hereby reserves all lawful powers and franchise authority available to it under its general police authority; provided, however, such authority shall be exercised in a manner consistent with and so as not to impair the rights, privileges, authority and franchise conferred to Grantee by this Franchise.

Section 6. Construction and Maintenance.

6.1 All Construction, Maintenance or Operation undertaken by Grantee, upon Grantee's direction or on Grantee's behalf within the Franchise Area shall be completed in a workmanlike manner in accordance with applicable industry standards.

6.2 Except in the case of an emergency, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall apply for and obtain all necessary and required permits from the City and submit to the Grantor such detailed plans, specifications and profiles of the intended work as may be required by such permits.

6.3 All Construction and/or Maintenance work shall be performed in conformity with (subject to Section 5.2 above) the applicable conditions and requirements of the permit(s) issued

by the City, except in instances in which deviation may be allowed by the City in writing pursuant to an application submitted by Grantee.

6.4 All Facilities used in Construction and/or Maintenance activities of the Grantee within the Franchise Area will shall comply with applicable federal and state regulations, as from time to time amended.

6.5 Work performed by Grantee within the Franchise Area shall only commence upon the issuance of applicable permits by the City, which permits shall not be unreasonably withheld or delayed. However, in the event of an emergency requiring immediate action by Grantee for the protection of the Facilities of Grantee, Grantor's property or other persons or property, Grantee may proceed without first obtaining the normally required permits. In such event Grantee must, as soon as possible thereafter, obtain the required permits and comply with any requirements or other conditions in the after-the-fact permit that are not in conflict or inconsistent with the terms of this Franchise.

6.6 The Grantor may condition the granting of any permit or other approval that is required under this Franchise in any manner reasonably necessary for the safe use and management of the Franchise Area or the Grantor's property within the Franchise Area, including, by way of example and not limitation, bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any right-of-way improvements, private facilities and public safety, in each case so long as the condition or requirement is not in conflict or inconsistent with a federal or state requirement or the terms of this Franchise.

6.7 Whenever necessary, after Constructing or Maintaining any Facilities within the Franchise Area, the Grantee shall, without delay, and at no cost to the Grantor, remove all debris and restore the surface of the Franchise Area as nearly as possible to as good or better condition as it was in before the work began. Grantee shall replace any property corner monuments, survey reference or hubs that were disturbed or destroyed during Grantee's work in the areas covered by this Franchise. Such restoration shall be done in a manner consistent with applicable codes and laws, under the supervision of the Grantor and to the Grantor's reasonable satisfaction and specifications.

6.8 The Grantee shall provide the City, upon the City's reasonable request, copies of available drawings in use by the Grantee showing the location of its Facilities at specific locations within the Franchise Area in connection with a planned Public Improvement Project. As to any such drawings so provided, the Grantee does not warrant the accuracy thereof and, to the extent the location of Facilities are shown, such Facilities are shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of the Grantee or the City, nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

6.9 As and to the extent required by applicable law, Grantee shall continuously be a member of the State of Washington one number locator service under RCW 19.122, or an approved equivalent, and comply with all applicable rules and regulations adopted thereunder.

6.10 Nothing in this Franchise shall be deemed to impose any duty or obligation upon Grantor to determine the adequacy or sufficiency of Grantee's plans and designs for Facilities within the Franchise Area or to ascertain whether Grantee's proposed or actual construction, testing, maintenance, repairs, replacement or removal of Facilities within the Franchise Area is adequate or sufficient or in conformance with the plans and specifications reviewed by Grantor. Nothing in this Agreement shall be construed as placing any responsibility on the Grantor for Grantee workplace safety and safe working practices at job sites within the Franchise Area.

Section 7. Operations and Maintenance.

Grantee shall Operate and Maintain the Facilities in the Franchise Area in full compliance with the applicable provisions of all federal, state and, subject to Section 5.1, local laws, regulations and standards, as now enacted or hereafter amended or adopted.

Section 8. Reservation of Easement in Event of Vacation.

In the event the City considers vacating any portion of the Franchise Area during the term of this Franchise, the City shall give the Grantee advance written notice of the same to allow the Grantee the opportunity to review and comment on the proposed vacation. Thereafter, unless otherwise requested by the Grantee, the City shall, in its vacation procedure, reserve and grant an easement to the Grantee for the Grantee's facilities based on the input received from the Grantee.

Section 9. Emergency Response.

9.1 During the term of this Franchise, Grantee shall have a written emergency response plan and procedure in place for responding to emergencies involving Facilities in the Franchise Area.

9.2 Grantee's emergency response plan shall designate Grantee's responsible local emergency response officials and a direct 24-hour emergency contact number for the control center operator. Grantee shall, after being notified of an emergency, cooperate with the Grantor and make every effort to respond as soon as possible to protect the public's health, safety and welfare.

9.3 The parties agree to meet annually to review their respective emergency response plans if required by the Grantor. Grantee shall coordinate this meeting with the Grantor.

9.4 As between Grantor and Grantee, Grantee shall be responsible for responding to and remedying, in accordance with applicable law, any leaks, ruptures or other releases of natural gas from Grantee's Facilities within the Franchise Area as soon as reasonably possible after Grantee is notified of the leak, rupture or release. Nothing in this paragraph shall preclude Grantee from seeking and recovering damages from, or shall otherwise limit any other right or remedy available to Grantee by contract or applicable law with respect to, Grantor or any third party responsible for causing the leak, rupture or other release.

Section 10. Relocation.

10.1 Whenever the City causes a Public Improvement Project to be undertaken within the Franchise Area, and such Public Improvement Project requires the relocation of the Grantee's then existing Facilities within the Franchise Area (for purposes other than those described in Section 10.2 below), the City shall:

10.1.1 provide the Grantee, within a reasonable time prior to the commencement of such Public Improvement Project, written notice requesting such relocation; and

10.1.2 provide the Grantee with reasonable plans and specifications for such Public Improvement Project.

After receipt of such notice and such plans and specifications, the Grantee shall relocate such Facilities within the Franchise Area at no charge to the City. If the City requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section 10.1, the City shall bear the entire cost of such subsequent relocation except to the extent such relocation is necessitated by any event or condition beyond the reasonable control of the City.

10.2 Whenever (a) any public or private development within the Franchise Area, other than a Public Improvement Project, requires the relocation of the Grantee's Facilities within the Franchise Area to accommodate such development; or (b) the City requires the relocation of the Grantee's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then in such event, the Grantee shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to the Grantee, at a time and upon terms acceptable to the Grantee, for any and all costs and expenses incurred by the Grantee in the relocation of the Grantee's Facilities.

10.3 Any condition or requirement imposed by the City upon any person or entity, other than the Grantee, that requires the relocation of the Grantee's Facilities shall be a required relocation for purposes of Section 10.2 above (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

10.4 Grantee may, after receipt of written notice from the City requesting a relocation of its Facilities within the Franchise Area pursuant to Section 10.1, submit to the City written alternatives to the relocation. The City shall evaluate the alternatives and advise Grantee in writing if one or more of the alternatives are, in the reasonable judgment of the City, suitable to accommodate the work that would otherwise necessitate relocation of the Facilities. If requested by the City, Grantee shall submit additional information to assist the City in making the evaluation. The City shall give each alternative proposed by Grantee full and fair consideration. No reasonable alternative proposed by the Grantee shall be evaluated by the City in an arbitrary or capricious manner. In the event the City ultimately determines, in its reasonable judgment, that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise specified in this Section 10.

10.5 10.6 Nothing in this Section 10 shall require Grantee to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or other rights not derived from this Franchise, regardless of whether such easement or other rights are on public or private property and regardless of whether this Franchise co-exists with such easement or other rights.

Section 11. Removal or Decommissioning in Place

11.1 Whenever the Grantee permanently discontinues use of any above ground or at grade Facilities within the Franchise Area, the Grantee shall comply with all applicable standards and requirements prescribed by the City for the removal or decommissioning in place of such Facilities, so long as such standards and requirements are not inconsistent with the provisions of this Franchise or with any contractual obligations of the Grantee to third party users of such Facilities. No above ground or at grade Facilities constructed or owned by the Grantee and located within the Franchise Area may be permanently decommissioned in place without the express written consent of the City.

11.2 Whenever the Grantee permanently discontinues use of, and leaves in place, any underground Facilities within the Franchise Area, the Grantee shall submit to the City a plan for the permanent decommissioning of such Facilities. If the parties thereafter determine that the removal of any such Facilities is required to avoid a conflict with a Public Improvement Project undertaken by the City, the Grantee will, upon request by the City, remove any such Facilities that require removal in accordance with Section 10. The parties will work together in good faith to avoid or minimize the need to remove any underground Facilities within the Franchise Area that are permanently discontinued and left in place by the Grantee.

Section 12. Violations, Remedies and Termination.

12.1 If the Grantee shall fail to comply with the provisions of this Franchise, the City may serve upon the Grantee a written order to so comply within sixty (60) days from the date such order is received by the Grantee. If the Grantee is not in compliance with this Franchise after expiration of said sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; provided, however, if any failure to comply with this Franchise by the Grantee cannot be corrected with due diligence within said sixty (60) day period (the Grantee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which the Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as the Grantee commences promptly and diligently to effect such compliance. The remedies provided for in this Franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of either party at law or equity.

12.2 This Franchise shall not be terminated except in accordance with Section 12.1 and, then, only upon a majority vote of the full membership of the City Council, after reasonable notice to Grantee and an opportunity to be heard.

12.3 Public convenience and necessity requires the operation of Grantee's Facilities within the Franchise Area, subject to the rules, regulations and applicable rates and tariffs on file with the Washington Utilities and Transportation Commission. Upon the expiration of this Franchise, the Grantee and the City shall, at a mutually agreed-upon time and place, commence negotiations for a new franchise. The Grantee and the City shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that no party shall be obligated to agree to any term or condition that such party is unwilling to accept. During such negotiations, the Grantee shall be deemed to have a month-to-month Franchise on the terms and conditions set forth herein.

12.4 A party's failure to exercise a particular remedy at any time for a breach or default by the other party shall not waive such party's right to exercise that remedy for any future breach or default of the other party.

12.5 Termination of this Franchise shall not release either party from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure its Facilities within the Franchise Area pursuant to this Franchise and to restore the Franchise Area.

12.6 The parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the parties to comply with such covenants, the parties would not have entered into this Franchise. The parties further acknowledge that they may not have an adequate remedy at law if the other party violates such covenant. Therefore, the parties shall have the right, as and to the extent permitted by applicable law and in addition to any other rights they may have, to petition any court of competent jurisdiction for injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any of the covenants contained herein should the other party fail to perform them.

Section 13. Dispute Resolution.

13.1 In the event of a dispute between Grantor and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

13.2 If the parties are unable to resolve the dispute under the procedure set forth in this section, the parties may mutually agree to refer the matter to mediation. In such event, the parties shall mutually agree upon a mediator to assist them in resolving their differences. If the parties are unable to agree upon a mediator, the parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall have the option of selecting the mediator from those mediators remaining on the list. Any expenses incidental to mediation shall be borne equally by the parties.

13.3 If the parties do not agree to refer the matter to mediation or, once referred to mediation, the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies, provided that if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees and costs incurred in the judicial action.

Section 14. Indemnification.

14.1 Grantee shall indemnify, defend and hold the Grantor, its agents, officers or employees harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all reasonable costs and attorneys' fees, made against the Grantor, its agents, officers or employees on account of injury, harm, death or damage to persons or property which is caused by, in whole or in part, and then only to the extent of, the willfully tortuous or negligent acts or negligent omissions of Grantee or its agents, servants, employees, contractors, or subcontractors in the exercise of the rights granted to Grantee by this Franchise. Provided, however, such indemnification shall not extend to any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees to the extent caused by the willfully tortuous or negligent acts or negligent omissions of the Grantor, its agents, employees, officers, contractors or subcontractors.

14.2 Solely to the extent required to enforce the indemnification provided in Section 14.1, Grantee's indemnification obligations pursuant to Section 14.1 shall include assuming potential liability for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is limited solely to claims against the Grantor for which indemnification is provided under Section 14.1 and which arise by virtue of Grantee's exercise of the rights set forth in this Agreement. The obligations of Grantee under this section have been mutually negotiated by the parties hereto, and Grantee acknowledges that the Grantor would not enter into this Franchise without Grantee's waiver thereof. Solely to the extent required to enforce the indemnification provided in Section 14.1 and such indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115; provided, however, the foregoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees.

14.3 In the event any matter (for which the Grantor intends to assert its rights under this Section 14) is presented to or filed with the Grantor, the Grantor shall promptly notify Grantee thereof and Grantee shall have the right, at its election and at its sole costs and expense, to settle and compromise such matter as it pertains to Grantee's responsibility to indemnify, defend and hold harmless the Grantor, its agents, officers or employees. In the event any suit or action is started against the Grantor based upon any such matter, the Grantor shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election, as it pertains to Grantee's responsibility to indemnify, defend and hold harmless the Grantor, its agents, officers or employees.

Section 15. Insurance and Bond Requirements.

15.1 During the term of this Franchise, Grantee shall provide and maintain, at its own cost, general liability insurance in the minimum amount of \$2,000,000 for each occurrence, in a form and with a carrier reasonably acceptable to the Grantor, to cover any and all insurable liability, damage, claims and loss as set forth in Section 13.1 above, and, to the extent such coverage is reasonably available in the commercial marketplace, all liability, damage, claims and loss as set forth in Section 13.2 above, except for liability for fines and penalties for violation of environmental laws as otherwise provided below. Insurance coverage shall include, but is not limited to, all reasonable defense costs. Such insurance may include, but is not limited to, pollution liability coverage, at a minimum covering liability from sudden and accidental occurrences, subject to time element reporting requirements, and such other applicable pollution coverage as is reasonably available in the commercial marketplace.

15.2 In lieu of the insurance requirements set forth in Section 15.1, above, the Grantee may self-insure against such risks in such amounts as are consistent with the coverage requirements set forth in Section 15.1. Upon the City's request, the Grantee shall provide the City with reasonable written evidence that the Grantee is maintaining such self-insurance.

15.3 The Grantee shall, upon request of the City, furnish a single on-going bond executed by the Grantee and a corporate surety authorized to do surety business in the State of Washington, in an amount to be established by the Mayor, or his or her designee, but not to exceed \$25,000, to ensure performance of the Grantee's obligations under this Franchise relating to the restoration of streets and other affected property of the City within the Franchise Area as a result of work performed within the Franchise Area by the Grantee. If the estimated value of restoration work exceeds \$25,000 for all Grantee projects within the Franchise Area within any given time, the Grantor may require the bond amount to be increased to the value of the total restoration work. When requested by the Grantee, the Grantor shall subsequently authorize the bond amount to be reduced as the total amount of restoration work reduces, provided the bond otherwise meets the specifications of this paragraph. The bond shall be conditioned so that the Grantee shall faithfully perform all such restoration obligations, and correct any defective work or materials discovered in the work performed by the Grantee to restore the streets or other affected property of the City within the Franchise Area, as required by this Franchise, for a period of two years from the City's acceptance of the restoration work.

15.4 The indemnity, insurance and bond provisions contained herein shall survive the termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in or on the Franchise Area or until the parties execute a new franchise agreement which replaces the indemnity, insurance and bond provisions set forth in this Franchise.

Section 16. Receivership and Foreclosure.

16.1 Grantee shall immediately notify the Grantor in writing if it: files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; files an answer admitting the jurisdiction of the Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as

amended; or is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver or trustee of all or any Facilities within the Franchise Area.

16.2 Upon the foreclosure or other judicial sale of all or a substantial part of Grantee's Facilities within the Franchise Area, or upon the occasion of additional events which effectively cause termination of Grantee's rights or ability to operate the Facilities within the Franchise Area, Grantee shall notify the Grantor of such fact.

16.3 The Grantor shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by Washington law.

Section 17. Costs.

17.1 As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon the Grantee. However, as provided in RCW 35.21.860, the City may recover from the Grantee the actual administrative expenses incurred by the City that are directly related to: (a) receiving and approving a permit, license or this Franchise, (b) inspecting plans and construction, or (c) preparing a detailed statement pursuant to Chapter 43.21C RCW.

17.2 Within thirty days of the execution of this Franchise or thirty days after the costs recoverable by the City under Section 17.1 are incurred, whichever is later, Grantor shall provide Grantee with an invoice for the costs recoverable by the City under Section 17.1 and Grantee shall pay those costs within 30 days of receipt of the invoice.

Section 18. Legal Relations.

18.1 Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 Grantee accepts any privileges granted by Grantor to the Franchise Area in an "as is" condition. Grantee agrees that the City has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of the Franchise Area for Grantee's Facilities or possible hazards or dangers arising from other uses of the Franchise Area by the City or the general public.

18.3 This Franchise shall be governed by, and construed in accordance with, the laws of the State of Washington and the parties agree that in any action, except actions based on federal questions, venue shall lie exclusively in Pierce County, Washington.

Section 19. Miscellaneous.

19.1 In the event that a court or agency of competent jurisdiction declares a material provision of this Franchise Agreement to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate actions so as to give effect to the intentions of the parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

19.2 This Franchise is subject to the provisions of any applicable tariff on file with the Washington Utilities and Transportation Commission or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

19.3 In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s), event(s) or condition(s) beyond the reasonable control of Grantee (each, a "**Force Majeure**"), then Grantee's performance shall be excused during the Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

19.4 The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

19.5 By entering into this Franchise, the parties expressly do not intend to create any obligation or liability, or promise any performance to, any third party, nor have the parties created for any third party any right to enforce this Franchise.

19.6 This Franchise and all of the terms and provisions shall be binding upon and inure to the benefit of the respective successors and assignees of the parties.

19.7 Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the parties as follows:

To the Grantor:

City of Milton Public Works Director
Milton City Hall
1000 Laurel Street
Milton, WA 98354

To Grantee:

19.8 The parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.9 This Franchise Agreement and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington.

19.10 Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

19.11 The Effective Date of this Franchise shall be the ____ day of _____, 20__, after passage, approval and legal publication of the Ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided.

PASSED BY CITY COUNCIL this ____ day of _____, 20__.

Clerk

APPROVED by me this _____ day of _____, 20__.

Mayor

Approved as to form:

Office of the City Attorney

Date of Publication: _____

UNCONDITIONAL ACCEPTANCE BY GRANTEE:

I, the undersigned official of _____ (insert name of Grantee), am authorized to bind _____ (insert name of Grantee) and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. _____), which are hereby accepted by _____ (insert name of Grantee) this _____ day of _____, 20__.

(insert name of Grantee)

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for the State of Washington

My commission expires _____

Received on behalf of the City this _____ day of _____, 20__.

Name: _____

Title: _____

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Regular Meeting
Monday – July 15, 2013
7:00 p.m.

CALL TO ORDER

Mayor Perry called the regularly-scheduled meeting to order at 7:06 p.m. and led the Pledge of Allegiance.

ROLL CALL

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

Absent None

STAFF PRESENT

City Administrator Mukerjee, Public Works Director Neal, Finance Director Tylor, Police Chief Rhoads, and Finance Tech Donna Dabson

ADDITIONS / DELETIONS

Park Board Nomination
Event Committee Nomination

CITIZEN PARTICIPATION

Speaker	Address	Comments
Susan Johnson	Event Committee	Working on the Milton Days Parade and needs to know who will be driving their own car and who needs one.

PRESENTATIONS

- Waste Connections presented a \$2,000.00 donation to Milton Days.
- Fife Towing presented a \$1,000.00 donation to Milton Days.
- Richard Cosner noted that Marty Lelli donated \$2,000.00 today at City Hall.

ADDITIONS

Mayor Perry announced that she is recommending that Susan Johnson be appointed to the Parks Board and Sandy Parr to the Events Committee.

COUNCILMEMBER ZAROUDNY MOVED, seconded by Councilmember Whalen, to approve the appointments as recommended. **Passed 7/0.**

CONSENT AGENDA

Approval of:

- A. Minutes from the meetings of 7/8/2013
- B. Payroll disbursement for 7/5/2013 in the amount of \$202,495.95

COUNCILMEMBER WHALEN MOVED, seconded by Mayor Pro Tem Taylor, to approve the Consent Agenda as presented. **Passed 7/0.**

REGULAR AGENDA

- A. WTC Memorial Fee Waiver

City Administrator Mukerjee explained that this would waive the fees for this project.

Councilmember Morton – asked clarification on the fees.

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Morton, to approve the attached ordinance to waive City plan review and permit fees for the proposed World Trade Center Memorial project. **Passed 7/0.**

- B. Pierce County Signal Maintenance Agreement

Director Neal presented examples of potential cost savings by purchasing street signs from Pierce County and the proposed draft agreement.

COUNCILMEMBER ZAROUDNY MOVED, seconded by Councilmember Whalen, to authorize the Mayor to sign a new agreement with Pierce County for traffic maintenance services. **Passed 7/0.**

- C. 2013 2nd Quarter Financial Report & Mid-Year Budget Review

City Administrator Mukerjee noted that we will use these figures to begin making our budget recommendations for 2014.

Finance Director Tylor provided an overview of the 2013 2nd Quarter Financial Report and Mid – Year Budget Review.

Councilmembers expressed thanks for the reports and that they are pleased with how things are starting to move in the right direction.

CITY ADMINISTATOR REPORT

- Reminder of special meeting at 6:30 on July 22nd.
- Public Works is now mowing twice a week and scheduling more time in the parks.

COUNCIL REPORT

Councilmember Whalen

- Noticed the parks were mowed last Tuesday.
- New Cedar tree growing in the school zone; top of the tree is about 23' off the ground.

Councilmember Jones

- 23rd just north of Milton Way looks outstanding with new flower beds and bark.

Mayor Pro Tem Taylor

- He will need to be excused from the August 5 Study Session.

Councilmember Ott

- Discussed and handed out flier for the "Honor the Fallen" Relay Run
- Requested information on the grant received for the Vector Truck.

Councilmember Morton

- None

Councilmember Zaroudny

- None

Councilmember Manley

- Real estate report; houses aren't staying on the market very long.

MAYOR'S REPORT

- Sergeant Castillo will lead the send-off for walkers in the Honor the Fallen Relay Run, and Mayor Perry will also be speaking.
- Saturday, the Lemay Car Museum run will go through Milton.
- Asked to serve on committee to encourage businesses to make recycling a priority.

ADJOURNMENT

COUNCILMEMBER MORTON MOVED, seconded by Mayor Pro Tem Taylor, to adjourn at 8:25 p.m. **Passed 7/0.**

Debra Perry, Mayor

ATTEST:

Lisa Tylor, City Clerk

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DRAFT CITY COUNCIL MINUTES

**Regular Meeting
Monday – August 12, 2013
7:00 p.m.**

CALL TO ORDER

Mayor Perry called the regularly-scheduled meeting to order at 7:02 p.m. and led the Pledge of Allegiance.

ROLL CALL

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

STAFF PRESENT

City Administrator Mukerjee, Public Works Director Neal, Finance Director Tylor, Police Chief Rhoads, and Senior Administrative Assistant Bolam

ADDITIONS / DELETIONS

None.

CITIZEN PARTICIPATION

Speaker	Address	Comments
Sheryl Creed	6766 Radiance Blvd E, Fife	Addressed council on behalf of her mother who lives in Milton – the neighboring house runs a home-based business with outside storage of construction debris which is an eyesore.
Leonard Sanderson	1201 24 th Ave Ct	<ol style="list-style-type: none"> 1. Suggests Milton changes the ordinance to allow bicycles at the Skate Park. 2. Suggests that the City consider widening the asphalt when repaving Porter to fill in the gaps where there is no sidewalk.
Richard Cosner	507 7 th Ave	Spoke to his email regarding the condition of Triangle Park so close to Milton Days.

CONSENT AGENDA

Approval of:

- A. Minutes from the meetings of 7/22/2013 and 8/5/2013.
- B. Claim voucher numbers #54099-54178 in the amount of \$498,761.80, and payroll disbursement for 7/20/13 in the amount of \$198,166.05.

COUNCILMEMBER MORTON MOVED, seconded by Councilmember Whalen, to approve the Consent Agenda as presented. **Passed 7/0.**

PUBLIC HEARING

A. Puget Sound Energy Franchise Agreement

Mayor Perry opened the Public Hearing at 7:14 p.m.

City Administrator Mukerjee and Director Tylor provided an overview, saying the city attorney has approved the agreement. Puget Sound Energy representatives are present to answer any questions.

There was no public comment.

Mayor Perry opened the Public Hearing at 7:17 p.m.

Councilmember Whalen invited the PSE representatives to give open comments. Jeff Payne with PSE spoke, providing a brief history of this agreement.

REGULAR AGENDA

A. Approval of Phone System

Director Tylor provided a brief recap and introduced the city's choice of provider. City Administrator Mukerjee explained the cost savings benefit do to the coincidental timing with the Police Department move.

Alan Bush with CMIT spoke and answered questions regarding the new system.

MAYOR PRO TEM TAYLRO MOVED, seconded by Councilmember Whalen, to authorize the Mayor to enter into a contract with CMIT Solutions of Tacoma as provider of VOIP phone services. **The matter was voted on and passed 7/0.**

B. Park Name Change (Milton Community Park to Triangle Park)

City Administrator Mukerjee provided an overview.

Councilmember Zaroudny shared the history of the Park's name, explaining that the huge community effort that went into it leads her to feel the name should remain Milton Community Park.

Councilmembers weighed this history with the regionally known name of Triangle Park.

Mayor Perry suggested holding off with a decision, allowing for some community feedback, especially at Milton Days.

Leonard Sanderson	1201 24 th Ave Ct	Remembers that the park was purchased with a state-funded grant, so there may be some restrictions.
Susan Johnson	2307 8 th Ave	Said it had been a difficult discussion and decision to recommend at the Park Board meeting; part of the recommendation was to get the dialogue started. The Board does want the public to have input.

MAYOR PRO TEM TAYLOR MOVED, seconded by Councilmember Whalen, to bring this item back to Study Session. **The matter was voted on and passed 7/0.**

C. Baker Land Purchase

City Administrator Mukerjee and Director Neal presented the background and the process if approved.

Discussion included the included maintenance amount, recording costs, and the devalue process outlined in the agreement.

Jacquelyn Whalen	1605 13 th Ave	Suggests that Council look into this further – is concerned with a possible gift of public funds. Also suggests that the slope provides a buffer to the City's water tank, and wonders why the title didn't expose the utility.
Leonard Sanderson	1201 24 th Ave Ct	Doesn't think there should be a discount for neglected property.

The matter will be discussed at a later date with the city attorney present.

D. Traffic Study Recommendation

Director Neal provided background on this item, explaining the Planning Commission's formal recommendation.

Discussion included traffic counters, the potential benefit to the comprehensive plan update, the increased potential for grants, and the three options presented in the agenda bill.

COUNCILMEMBER OTT MOVED, seconded by Councilmember Whalen, to request that staff include the cost of a formal traffic study in the 2014 budget.

Councilmember Ott said he understands that this is important step to make a complete comprehensive plan to aid the city’s visioning efforts.

Mayor Pro Tem Taylor requested that this prepared budget item include specifics.

Jacquelyn Whalen	1605 13 th Ave	Spoke as a member of the Planning Commission – the more questions that are asked about this, the more understanding there is that this is a foundation of so many decisions. The Comprehensive Plan needs good policies and goals to plan from.
Leonard Sanderson	1201 24 th Ave Ct	Suggested that too much has been spent on studies in the past that haven’t been acted on.

The matter was voted on and passed 7/0.

Mayor Perry stated that the City has only just begun working on the latest KPG study.

Mayor Perry invited George Lindsay from Sunridge Apartments to address Council, as he was unable to be present at the last meeting.

George Lindsay	14622 153 rd , Orting	Managing partner of Sunridge Apts – provided history and current condition of the apartments, including 24/7 security presence, lighting and cameras.
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CITY ADMINISTATOR REPORT

- Council received an invitation for the Jovita Boulevard Grand Opening Ribbon Cutting on Wednesday at 11:00 a.m.
- Reminder, there is no meeting on August 19; the next meeting is a Study Session on Tuesday, September 3 (Tuesday due to Labor Day holiday).

COUNCIL REPORT

Councilmember Whalen

- Thanked staff for the chart on total assessed values for City of Milton.
- Reported some low power lines.

Councilmember Jones

- Looking forward to Milton Days – appreciates the committee’s and staff’s efforts.

Mayor Pro Tem Taylor

- Requested clarification regarding 28th Ave road closure.

Councilmember Ott

- Attended the Honor the Fallen Relay for VFW – great event!

- Shared the personal effect of that day's shooting in Seattle of a Metro bus driver, who is expected to survive.
- Looking forward to Milton Days – committee has done quite a job!

Councilmember Morton

- Drove by the Jovita alignment – looks sharp!

Councilmember Manley

- Looking forward to Milton Days.
- Requested clarification regarding the cause of the Meridian traffic problems.

Councilmember Zaroudny

- Also has attended the last few Events Committee meetings – quality and quantity of work is top notch.
- Thanks to Richard for report and photos on the park, and to Director Neal for the response. Since it does seem to happen every year that the clean-up comes down to last minute, she requests that the City look for more continuity on park maintenance.
 - Mayor Perry directed staff to bring this to a study session.

MAYOR'S REPORT

- Met with Pierce Transit again. They have an aggressive agenda. Pierce Transit's new "Head of Operations," Tina Lee, is impressive. Good news is that cuts have been delayed, due to a miscalculation on the anticipated loss of sales tax (by 11%). They are still considering cuts for 2014.
- Milton Days! – excited and nervous! The Park Board will be there, as they've joined up with FME Little League to raise funds.
- Honored to participate in the Honor the Fallen Relay, including traveling to Astoria on invitation to speak at the end. There were WWII veterans present who are residents of Millridge, and granddaughters of Patrick Gass, and Milton's own Police Department, including Chief Rhoads, ceremoniously handed off the runners in Astoria.

ADJOURNMENT

COUNCILMEMBER MORTON MOVED, seconded by Mayor Pro Tem Taylor, to adjourn at 9:05 p.m. **Passed 7/0.**

Debra Perry, Mayor

ATTEST:

Lisa Tylor, City Clerk

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**Study Session
Tuesday – September 13, 2013
7:00 p.m.**

1. CALL TO ORDER

Mayor Perry called the regularly scheduled study session to order at 7:00 p.m. Mayor Perry indicated that this was a study session and therefore public testimony would not be taken.

2. ROLL CALL

Mayor Perry informed the Council that Councilmember Jones had called her earlier to say that he would not be at the meeting because of childcare obligations, and Councilmember Manley had called her to say that he was sick.

Present: Zaroudny, Morton, Ott, Whalen, and Mayor Pro-Tem Taylor
Absent: Manley and Jones

STAFF PRESENT

City Administrator Mukerjee, Public Works Director Neal and Police Chief Rhoads

3. STUDY ITEMS

A. New NPDES Permit Requirements – Presentation

Councilmembers introduced themselves to Valarie Monsey, Stormwater Compliance Inspector, who gave a slide presentation on the new NPDES requirements from the State. The permit is for 6 years, 2013-18, and has requirements for low impact development, inspections, and a regional monitoring program. City codes would need to be updated by 2016, and a pay-in option for the regional monitoring program is the best option for Milton. Councilmember asked questions on specific requirements of the NPDES permit, how they might impact businesses, landscaping, and how low impact development regulations might overlap with the comprehensive plan amendment process.

B. Discussion on Drug Loitering; Stay Out of Drug Areas (SODA); and Stay Out of Areas of Prostitution (SOAP) orders.

Police Chief Rhoads went over some ordinances enacted by neighboring cities which enabled their municipal judges to issue orders to stay out of SOAP and SODA areas to people arrested for drug or prostitution related offences. Council questions centered around whether these kinds of arrest would add to the jail costs, was there a time limit for

such orders (answer: yes), would this give the city a tool to go after the property owners for public nuisance, could the city impose some additional tax to properties that were the cause of these activities, etc. City Administrator Mukerjee gave a brief overview of the Hotel/Motel tax requirements. Council would like to have further discussions on this tax. Councilmembers were in agreement that they are willing to consider similar ordinances if they were crafted to effectively deal with the problems. Staff will return at a later date with draft ordinances for Council's consideration.

C. COMMENTS

City Administrator checked with the Councilmembers on their availability at 6:30 p.m. next Monday, September 9th for an Executive Session. Councilmembers confirmed their availability.

Councilmember Whalen expressed some concerns related to the Jovita realignment project, namely, (i) the traffic speed on 28th had increased, and there are no stop signs on the private street between the Shell Station and McDonalds, (ii) there is dirt and weeds between the sidewalk and streets, (iii) whether we have billed the city of Edgewood for the additional time the city's Public Works Director had to spend on the project.

D. ADJOURNMENT

The Study Session adjourned at 8:18 p.m.

Mayor Debra Perry

ATTEST:

Lisa Tylor, City Clerk

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CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL

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	Date	Check #	Amount
8/6/2013	54179-54220, (1) ACH	\$ 32,054.36	8/5/2013	3582-3584	\$ 3,222.05
8/14/2013	54221-54230	\$ 9,612.74	8/5/2013	ACH (Direct Deposit)	\$ 96,205.70
8/15/2013	54245-54281 (3) ACH	\$ 232,150.85	8/5/2013	3585-3589	\$ 3,190.08
8/19/2013	54231-54244	\$ 1,613.82	8/5/2013	ACH (Benefits)	\$ 123,512.91
8/28/2013	54282-54283	\$ 91,190.99	8/20/2013	3590-3591	\$ 2,581.60
8/30/2013	ACH	\$ 176,329.48	8/20/2013	ACH (Direct Deposit)	\$ 88,185.32
				VOID 3592-3593	\$ -
			8/20/2013	3594-3595	\$ 1,438.32
			8/20/2013	ACH (Benefits)	\$ 51,347.16
Total Accounts Payable:		\$ 542,952.24	Total Payroll:		369,683.14

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:

\$912,635.38

Dated: **September 9, 2013**

 COUNCILMEMBER

 COUNCILMEMBER

 COUNCILMEMBER

 COUNCILMEMBER

Accounts Payable
AP Checks by Date (For Council)

1000 Laurel St.
Milton, WA 98354
Ph: 253-922-8733
Fax: 253-922-2385



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	Monsey Valerie	8/6/2013	406-37-553-310-36	72513	Storm/Supplies Reimbursement	105.16
	Monsey Valerie Total					105.16
54179	Aabergs Tool and Equipment	8/6/2013	403-34-534-550-45	9248	Water/Lease	64.60
	Aabergs Tool and Equipment Total					64.60
54180	Associated Petroleum Products	8/6/2013	001-76-576-600-32	0455563-IN	Parks/Fuel	227.05
54180	Associated Petroleum Products	8/6/2013	101-00-542-900-32	0455563-IN	Street/Fuel	454.11
54180	Associated Petroleum Products	8/6/2013	403-34-534-500-32	0455563-IN	Water/Fuel	227.06
54180	Associated Petroleum Products	8/6/2013	401-32-533-500-32	0455563-IN	Elec/Fuel	227.06
	Associated Petroleum Products Total					1,135.28
54181	Chuckals	8/6/2013	001-18-518-300-31	748889-0	Fac/Supplies	60.44
54181	Chuckals	8/6/2013	001-76-576-600-31	748889-0	Parks/Supplies	60.44
54181	Chuckals	8/6/2013	401-32-533-500-31	748889-0	Elec/Supplies	25.86
54181	Chuckals	8/6/2013	403-34-534-500-31	748889-0	Water/Supplies	45.63
54181	Chuckals	8/6/2013	001-11-511-603-49	747639-0	Council/Printing Business Cards	54.69
	Chuckals Total					247.06
54182	City Treasurer	8/6/2013	001-76-576-600-31	70613	Parks/Supplies	7.27
54182	City Treasurer	8/6/2013	401-32-533-500-31	70613	Elec/Supplies	12.32
	City Treasurer Total					19.59
54183	Copy Wrights Inc	8/6/2013	001-11-511-603-49	79853	Council/Printing - Visioning Project	180.51
	Copy Wrights Inc Total					180.51
54184	Data Bar Incorporated	8/6/2013	401-30-533-110-49	202542	Elec/UB Past Dues	240.38
54184	Data Bar Incorporated	8/6/2013	403-30-534-110-49	202542	Wtr/UB Past Dues	199.34
54184	Data Bar Incorporated	8/6/2013	406-30-553-110-49	202542	Storm/UB Past Dues	146.57
54184	Data Bar Incorporated	8/6/2013	401-30-533-110-49	202576	Elec/UB Statements	1,415.57
54184	Data Bar Incorporated	8/6/2013	403-30-534-110-49	202576	Wtr/UB Statements	1,173.89
54184	Data Bar Incorporated	8/6/2013	406-30-553-110-49	202576	Strm/UB Statements	863.15
	Data Bar Incorporated Total					4,038.90
54185	Evergreen Rural Water Of Wash.	8/6/2013	403-34-534-502-49	24658	Water/Registration Fall Conference	195.00
	Evergreen Rural Water Of Wash. Total					195.00
54186	Everson's Econo-Vac Inc.	8/6/2013	403-34-534-500-41	71371	Water/Prof Services	344.61
	Everson's Econo-Vac Inc. Total					344.61
54187	Fife Sand & Gravel	8/6/2013	001-76-576-600-47	24814	Parks/Waste Disposal	14.35
54187	Fife Sand & Gravel	8/6/2013	101-00-542-900-47	24814	Streets/Waste Disposal	106.05
54187	Fife Sand & Gravel	8/6/2013	401-32-533-500-47	24814	Elec/Waste Disposal	33.62
	Fife Sand & Gravel Total					154.02
54188	Hach Company	8/6/2013	403-34-534-550-31	8394417	Water/Supplies	183.75
	Hach Company Total					183.75
54189	HD Supply Power Solutions	8/6/2013	401-32-533-500-31	2317389-00	Elec/Supplies	743.57



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
54189	HD Supply Power Solutions	8/6/2013	401-32-533-500-31	2318009-00	Elec/Supplies	254.68
54189	HD Supply Power Solutions	8/6/2013	401-32-533-500-31	2317991-00	Elec/Supplies	661.87
	HD Supply Power Solutions Total					1,660.12
54190	HD Supply Waterworks Ltd.	8/6/2013	403-34-534-550-31	B212267	Water/Supplies	98.65
54190	HD Supply Waterworks Ltd.	8/6/2013	403-34-534-500-31	B235855	Water/Supplies	54.70
	HD Supply Waterworks Ltd. Total					153.35
54191	HisBadHorse Kianna	8/6/2013	001-00-362-400-00	72313	Key Deposit Refund R#370758 - Rei	50.00
54191	HisBadHorse Kianna	8/6/2013	001-00-362-400-00	72313	Building Deposit Refund R#370758	200.00
	HisBadHorse Kianna Total					250.00
54192	HJ Arnett Industries	8/6/2013	401-32-533-500-41	INV29651	Elec/Prof Services	196.05
	HJ Arnett Industries Total					196.05
54193	Horan Mark	8/6/2013	650-00-218-010-00	71913	Key Deposit Refund R369429 Rent	50.00
54193	Horan Mark	8/6/2013	650-00-218-010-00	71913	Building Deposit Refund R369429 F	300.00
	Horan Mark Total					350.00
54194	ICMA Retirement Corporation	8/6/2013	401-31-533-100-49	12916	Elec/3rd Quarter Plan Fee 401A	250.00
	ICMA Retirement Corporation Total					250.00
54195	JCI Jones Chemicals Inc.	8/6/2013	403-34-534-550-31	587938	Water/Supplies	1,495.85
	JCI Jones Chemicals Inc. Total					1,495.85
54196	Jet Chevrolet	8/6/2013	501-00-548-300-48	CVCS163040	MP - Streets/Repair and Maintenan	106.99
54196	Jet Chevrolet	8/6/2013	501-00-548-300-48	CVCS163040	MP - Elec/Repair and Maintenance	160.49
54196	Jet Chevrolet	8/6/2013	501-00-548-300-48	CVCS163040	MP - Water/Repair and Maintenanc	160.49
54196	Jet Chevrolet	8/6/2013	501-00-548-300-48	CVCS163040	MP - Storm/Repair and Maintenanc	106.98
	Jet Chevrolet Total					534.95
54197	Komac Sierra	8/6/2013	116-00-347-901-00	71913	Milton Days/Vendor Refund	50.00
	Komac Sierra Total					50.00
54198	KPG	8/6/2013	401-31-533-100-41	62513	Elec/Prof Services	805.83
	KPG Total					805.83
54199	Lee Alyssa	8/6/2013	116-00-347-901-00	72313	Milton Days/Vendor Refund	150.00
	Lee Alyssa Total					150.00
54200	Lelli Phillip	8/6/2013	650-00-218-010-00	72913	Key Deposit Refund R#373274 Rent	50.00
54200	Lelli Phillip	8/6/2013	650-00-218-010-00	72913	Building Deposit Refund R#373274	200.00
	Lelli Phillip Total					250.00
54201	Milton Petty Cash Lisa Tylor	8/6/2013	116-79-573-901-31	72213	Car Show Prizes (from donations)	2,000.00
	Milton Petty Cash Lisa Tylor Total					2,000.00
54202	News Tribune	8/6/2013	101-00-542-900-44	1377166	Streets/Advertising	135.21
54202	News Tribune	8/6/2013	403-33-534-100-44	1377166	Water/Advertising	232.55
54202	News Tribune	8/6/2013	406-37-553-310-44	1377166	Storm/Advertising	118.99
54202	News Tribune	8/6/2013	001-76-576-600-44	1377166	Parks/Advertising	162.25
54202	News Tribune	8/6/2013	001-76-576-600-44	1377499	Parks/Advertising	162.25
54202	News Tribune	8/6/2013	406-37-553-310-44	1377499	Storm/Advertising	118.98
54202	News Tribune	8/6/2013	403-33-534-100-44	1377499	Water/Advertising	232.56
54202	News Tribune	8/6/2013	101-00-542-900-44	1377499	Streets/Advertising	135.21
	News Tribune Total					1,298.00
54203	Pease Ron	8/6/2013	001-17-517-380-29	72513	Emp Benefits/Leoff Retiree	2,036.52
	Pease Ron Total					2,036.52
54204	Performance CPR	8/6/2013	105-00-521-302-49	81	DF/Training - CPR	1,710.00
	Performance CPR Total					1,710.00



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
54205	Pierce County Budget & Finance	8/6/2013	001-19-518-900-51	AR149602	GF/Liquor ProfitTax 2nd Quarter	321.88
54205	Pierce County Budget & Finance	8/6/2013	101-00-542-900-48	AR149215	Streets/Traffic Signal Maintenance	338.28
	Pierce County Budget & Finance Total					660.16
54206	Pierce County Community Newspaper	8/6/2013	001-58-558-600-44	3779	Plan/Advertising	80.00
	Pierce County Community Newspaper Group Total					80.00
54207	Preferred Copier Systems	8/6/2013	001-13-513-100-48	13657	Admin/Copier Maintenance	36.18
54207	Preferred Copier Systems	8/6/2013	406-37-553-310-48	13657	Storm/Copier Maintenance	67.20
54207	Preferred Copier Systems	8/6/2013	403-33-534-100-48	13657	Wtr/Copier Maintenance	23.26
54207	Preferred Copier Systems	8/6/2013	401-31-533-100-48	13657	Elect/Copier Maintenance	23.26
54207	Preferred Copier Systems	8/6/2013	001-58-558-600-48	13657	Plng/Copier Maintenance	51.69
54207	Preferred Copier Systems	8/6/2013	101-00-542-900-48	13657	Street/Copier Maintenance	15.51
54207	Preferred Copier Systems	8/6/2013	001-24-558-500-48	13657	Bld/Copier Maintenance	56.86
54207	Preferred Copier Systems	8/6/2013	001-32-532-100-48	13657	Eng/Copier Maintenance	15.51
54207	Preferred Copier Systems	8/6/2013	001-18-518-300-48	13657	Fac/Copier Maintenance	5.17
54207	Preferred Copier Systems	8/6/2013	401-30-533-110-48	13657	Elect/Copier Maintenance	7.23
54207	Preferred Copier Systems	8/6/2013	403-30-534-110-48	13657	Wtr/Copier Maintenance	8.27
54207	Preferred Copier Systems	8/6/2013	001-19-518-900-48	13879	GF/Copier Maintenance	78.57
54207	Preferred Copier Systems	8/6/2013	401-30-533-110-48	13879	Elect/Copier Maintenance	76.11
54207	Preferred Copier Systems	8/6/2013	403-30-534-110-48	13879	Wtr/Copier Maintenance	63.84
54207	Preferred Copier Systems	8/6/2013	406-30-553-110-48	13879	Storm/Copier Maintenance	27.01
54207	Preferred Copier Systems	8/6/2013	001-21-521-200-48	13410	PD/Copier Maintenance	39.41
	Preferred Copier Systems Total					595.08
54208	PRO-VAC	8/6/2013	401-32-533-500-41	130710-001	Elec/Prof Services	1,007.51
	PRO-VAC Total					1,007.51
54209	Public Safety Testing	8/6/2013	001-21-521-200-41	2013-5185	Pol/Prof Services 2nd Quarter	125.00
	Public Safety Testing Total					125.00
54210	Raceway Technology & Mfg. Inc.	8/6/2013	401-32-533-500-31	73437	Elec/Supplies	1,534.43
	Raceway Technology & Mfg. Inc. Total					1,534.43
54211	RCB Fence	8/6/2013	001-76-576-600-48	70313	Parks/Repair and Maintenance	1,081.10
	RCB Fence Total					1,081.10
54212	Timco Inc.	8/6/2013	403-34-534-550-31	240517	Water/Supplies	33.63
	Timco Inc. Total					33.63
54213	TMG Services Inc.	8/6/2013	403-34-534-550-31	0034986-IN	Water/Supplies	16.82
	TMG Services Inc. Total					16.82
54214	U.S. Geological Survey	8/6/2013	403-33-534-100-41	90183441	Water/Prof Services Annual Bill	5,000.00
	U.S. Geological Survey Total					5,000.00
54215	Unifirst Corporation	8/6/2013	401-32-533-500-22	3300912191	Elec/Uniforms	118.95
54215	Unifirst Corporation	8/6/2013	403-34-534-500-22	3300912191	Wat/Uniforms	10.82
54215	Unifirst Corporation	8/6/2013	001-18-518-300-22	3300912085	Fac/Uniforms	10.72
54215	Unifirst Corporation	8/6/2013	001-76-576-600-22	3300912085	Parks/Uniforms	24.18
54215	Unifirst Corporation	8/6/2013	501-00-548-300-22	3300912085	Motor Pool/Uniforms	24.93
54215	Unifirst Corporation	8/6/2013	101-00-542-900-22	3300912085	Streets/Uniforms	38.64
54215	Unifirst Corporation	8/6/2013	401-32-533-500-22	3300912085	Elec Maint/Uniforms	7.48
54215	Unifirst Corporation	8/6/2013	403-34-534-500-22	3300912085	Water Maint/Uniforms	81.02
54215	Unifirst Corporation	8/6/2013	406-38-553-350-22	3300912085	Storm/Uniforms	12.47
54215	Unifirst Corporation	8/6/2013	401-32-533-500-22	3300914065	Elec/Uniforms	118.95
54215	Unifirst Corporation	8/6/2013	403-34-534-500-22	3300914065	Wat/Uniforms	10.82
54215	Unifirst Corporation	8/6/2013	001-18-518-300-22	3300913966	Fac/Uniforms	10.02
54215	Unifirst Corporation	8/6/2013	001-76-576-600-22	3300913966	Parks/Uniforms	22.61
54215	Unifirst Corporation	8/6/2013	501-00-548-300-22	3300913966	Motor Pool/Uniforms	23.31
54215	Unifirst Corporation	8/6/2013	101-00-542-900-22	3300913966	Streets/Uniforms	36.13
54215	Unifirst Corporation	8/6/2013	401-32-533-500-22	3300913966	Elec Maint/Uniforms	6.99
54215	Unifirst Corporation	8/6/2013	403-34-534-500-22	3300913966	Water Maint/Uniforms	75.76



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54215	Unifirst Corporation	8/6/2013	406-38-553-350-22	3300913966	Storm/Uniforms	11.66
	Unifirst Corporation Total					645.46
54216	Water Management Laboratories	8/6/2013	403-34-534-550-41	122980	Water/Water Testing	48.00
54216	Water Management Laboratories	8/6/2013	403-34-534-550-41	122719	Water/Water Testing	105.00
	Water Management Laboratories Total					153.00
54217	Wetterlind Patrick	8/6/2013	403-34-534-502-49	80513	Water/Training Registration	176.00
	Wetterlind Patrick Total					176.00
54218	Whitney Equipment Company Inc	8/6/2013	403-34-534-550-31	74031	Water/Supplies	383.84
	Whitney Equipment Company Inc Total					383.84
54219	Williams Oil Filter Service	8/6/2013	501-00-548-300-31	78831	MP - Water/Supplies	5.83
54219	Williams Oil Filter Service	8/6/2013	501-00-548-300-31	78831	MP - Streets/Supplies	13.63
54219	Williams Oil Filter Service	8/6/2013	501-00-548-300-31	78831	MP - Storm/Supplies	9.74
54219	Williams Oil Filter Service	8/6/2013	501-00-548-300-31	78831	MP - Elec/Supplies	9.74
	Williams Oil Filter Service Total					38.94
54220	Wingfoot Commercial Tire	8/6/2013	501-00-548-300-31	195-1109929	MP - Water/Supplies	332.12
54220	Wingfoot Commercial Tire	8/6/2013	501-00-548-300-31	195-1109929	MP - Streets/Supplies	166.06
54220	Wingfoot Commercial Tire	8/6/2013	501-00-548-300-31	195-1109929	MP - Storm/Supplies	166.06
	Wingfoot Commercial Tire Total					664.24
					8/6/2013 Total	32,054.36
54221	Battersby Pamela	8/14/2013	403-34-534-500-31	7102013	Water/Supplies	25.81
	Battersby Pamela Total					25.81
54222	Classic Reflections LLC	8/14/2013	001-21-521-200-48	3056	Pol/Repair and Maintenance	547.50
	Classic Reflections LLC Total					547.50
54223	Cosner Teresa	8/14/2013	116-79-573-901-31	81213	Milton Days/Reimbursement for Pi	56.37
	Cosner Teresa Total					56.37
54224	McCawso Designs	8/14/2013	116-79-573-901-49	81940	Milton Days/Repair and Maintenanc	140.03
	McCawso Designs Total					140.03
54225	Milton Petty Cash Lisa Tylor	8/14/2013	401-32-533-500-31	80813	Elec/Supplies	20.78
54225	Milton Petty Cash Lisa Tylor	8/14/2013	001-17-517-900-31	80813	Wellness Supplies	52.03
	Milton Petty Cash Lisa Tylor Total					72.81
54226	Monsey Valerie	8/14/2013	406-37-553-310-31	72513	Storm/Supplies	105.16
	Monsey Valerie Total					105.16
54227	Northwest Embroidery Inc	8/14/2013	116-79-573-901-31	80723	Milton Days/Supplies - Shirts	526.70
54227	Northwest Embroidery Inc	8/14/2013	116-79-573-901-31	50726	Milton Days/Supplies - Shirts	536.19
	Northwest Embroidery Inc Total					1,062.89
54228	Pierce County Community Newspaper	8/14/2013	116-79-573-901-44	3909	Milton Days/Color Print Advertising	200.00
	Pierce County Community Newspaper Group Total					200.00
54229	ProForce Law Enforcement	8/14/2013	107-21-521-200-35	176380	CJ/Supplies	7,352.17
	ProForce Law Enforcement Total					7,352.17
54230	WHITE RIVER VALLEY MUSEUM	8/14/2013	116-79-573-901-45	73113	Milton Days/Interurban Exhibit Rer	50.00
	WHITE RIVER VALLEY MUSEUM Total					50.00
					8/14/2013 Total	9,612.74
0	American Water Works Association	8/15/2013	403-33-534-101-49	CK#53480	Water/GL Correction	-339.00
0	American Water Works Association	8/15/2013	403-34-534-501-49	CK#53480	Water/GL Correction	339.00
	American Water Works Association Total					0.00
0	Evergreen Rural Water Of Wash.	8/15/2013	403-33-534-101-49	CK#53559	Water/GL Correction	-600.00



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0	Evergreen Rural Water Of Wash.	8/15/2013	403-34-534-501-49	CK#53559	Water/GL Correction	600.00
	Evergreen Rural Water Of Wash. Total					0.00
0	PCCPA	8/15/2013	401-31-533-100-49	CK#53684	Elec/GL Correction	-2,821.12
0	PCCPA	8/15/2013	401-31-533-101-49	CK#53684	Elec/GL Correction	2,821.12
	PCCPA Total					0.00
54245	AMSAN	8/15/2013	001-18-518-300-31	293120283	Fac/Supplies	858.18
	AMSAN Total					858.18
54246	Chuckals	8/15/2013	406-37-553-313-49	748071-0	Storm/Printing Business Cards	54.69
	Chuckals Total					54.69
54247	Craig C. Mike	8/15/2013	001-17-517-380-29	80913	Employee Benefits/Leoff	198.85
	Craig C. Mike Total					198.85
54248	Dwayne Lane's	8/15/2013	001-21-521-200-64	56940-A	Pol/2013 Dodge Charger	26,577.84
	Dwayne Lane's Total					26,577.84
54249	East Pierce Fire & Rescue District #22	8/15/2013	002-00-522-100-41	80113	Fire Control Svc Agmnt	97,328.63
	East Pierce Fire & Rescue District #22 Total					97,328.63
54250	Efficiency Inc.	8/15/2013	001-19-518-900-48	694813	GF/Annual Maintenance Fee	679.38
	Efficiency Inc. Total					679.38
54251	Fife City of	8/15/2013	001-21-521-200-42	143080	Pol/Monthly Alarm Monitoring	19.95
54251	Fife City of	8/15/2013	401-30-533-110-41	143097	Elec/Prof Services Admin Contract	196.88
54251	Fife City of	8/15/2013	403-30-534-110-41	143097	Water/Prof Services Admin Contract	225.00
54251	Fife City of	8/15/2013	001-13-513-100-41	143097	Admin/Prof Services Admin Contract	984.37
54251	Fife City of	8/15/2013	001-21-528-600-51	143085	Pol/Monthly Dispatch Services	9,583.33
54251	Fife City of	8/15/2013	001-58-558-600-41	143098	Plan/Prof Services - Planning Conti	4,354.50
	Fife City of Total					15,364.03
54252	Fife Sand & Gravel	8/15/2013	101-00-542-900-47	24864	Streets/Waste Disposal	79.75
	Fife Sand & Gravel Total					79.75
54253	Fire King of Seattle Inc.	8/15/2013	403-34-534-500-31	POS975	Water/Supplies	64.15
54253	Fire King of Seattle Inc.	8/15/2013	401-32-533-500-31	POS994	Elec/Supplies	55.79
	Fire King of Seattle Inc. Total					119.94
54254	HD Supply Power Solutions	8/15/2013	401-32-533-500-31	2318009-01	Elec/Supplies	132.37
54254	HD Supply Power Solutions	8/15/2013	401-32-533-500-31	2329687-00	Elec/Supplies	332.79
	HD Supply Power Solutions Total					465.16
54255	HD Supply Waterworks Ltd.	8/15/2013	403-34-534-500-31	B305209	Water/Supplies	155.08
54255	HD Supply Waterworks Ltd.	8/15/2013	403-34-534-500-31	B281727	Water/Supplies	1,903.79
	HD Supply Waterworks Ltd. Total					2,058.87
54256	Honey Bucket	8/15/2013	001-76-576-600-45	1-710374	Parks/Lease	171.33
	Honey Bucket Total					171.33
54257	Jones Power Equipment Inc Ron	8/15/2013	403-34-534-500-31	374601	Water/Supplies	99.67
54257	Jones Power Equipment Inc Ron	8/15/2013	101-00-542-900-31	374602	Streets/Supplies	39.37
	Jones Power Equipment Inc Ron Total					139.04
54258	Kirk Norma	8/15/2013	001-00-362-400-00	80513	Key Deposit Refund R#374099 Canceled	50.00
54258	Kirk Norma	8/15/2013	001-00-362-400-00	80513	Building Deposit Refund R#374099	200.00
54258	Kirk Norma	8/15/2013	001-00-362-400-00	80513	Rental Refund R#374099 Canceled	125.00
	Kirk Norma Total					375.00
54259	Larsco	8/15/2013	501-00-548-300-31	1076114-01	MP/Supplies	104.78
	Larsco Total					104.78



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54260	Marsh Mundorf Pratt Sullivan & McKe	8/15/2013	401-31-533-100-41	7	Elec/Prof Services - Pierce Cty Muti	218.76
	Marsh Mundorf Pratt Sullivan & McKenzie Total					218.76
54261	News Tribune	8/15/2013	001-13-513-100-49	101387154	Admin/Meeting Notice	50.48
	News Tribune Total					50.48
54262	Pierce County Budget & Finance	8/15/2013	001-00-231-500-52	81913	Milton Court Remittance - August	187.05
	Pierce County Budget & Finance Total					187.05
54263	Pierce County Community Newspaper	8/15/2013	001-13-513-100-49	3968	Admin/Printing	600.00
	Pierce County Community Newspaper Group Total					600.00
54264	Preferred Copier Systems	8/15/2013	001-19-518-900-48	15082	GF/Copier Maintenance	97.19
54264	Preferred Copier Systems	8/15/2013	401-30-533-110-48	15082	Elect/Copier Maintenance	94.16
54264	Preferred Copier Systems	8/15/2013	403-30-534-110-48	15082	Wtr/Copier Maintenance	78.97
54264	Preferred Copier Systems	8/15/2013	406-30-553-110-48	15082	Storm/Copier Maintenance	33.41
54264	Preferred Copier Systems	8/15/2013	001-21-521-200-48	14612	PD/Copier Maintenance	40.89
54264	Preferred Copier Systems	8/15/2013	001-13-513-100-48	14851	Admin/Copier Maintenance	51.92
54264	Preferred Copier Systems	8/15/2013	406-37-553-310-48	14851	Storm/Copier Maintenance	96.42
54264	Preferred Copier Systems	8/15/2013	403-33-534-100-48	14851	Wtr/Copier Maintenance	33.37
54264	Preferred Copier Systems	8/15/2013	401-31-533-100-48	14851	Elect/Copier Maintenance	33.38
54264	Preferred Copier Systems	8/15/2013	001-58-558-600-48	14851	Plng/Copier Maintenance	74.16
54264	Preferred Copier Systems	8/15/2013	101-00-542-900-48	14851	Street/Copier Maintenance	22.25
54264	Preferred Copier Systems	8/15/2013	001-24-558-500-48	14851	Bld/Copier Maintenance	81.59
54264	Preferred Copier Systems	8/15/2013	001-32-532-100-48	14851	Eng/Copier Maintenance	22.25
54264	Preferred Copier Systems	8/15/2013	001-18-518-300-48	14851	Fac/Copier Maintenance	7.41
54264	Preferred Copier Systems	8/15/2013	401-30-533-110-48	14851	Elect/Copier Maintenance	10.39
54264	Preferred Copier Systems	8/15/2013	403-30-534-110-48	14851	Wtr/Copier Maintenance	11.86
	Preferred Copier Systems Total					789.62
54265	Pro-Build	8/15/2013	406-38-553-350-31	1341364	Storm/Supplies	205.05
	Pro-Build Total					205.05
54266	Proglass	8/15/2013	401-32-533-500-31	2013271	Elec/Supplies	2,522.25
	Proglass Total					2,522.25
54267	Puyallup City of	8/15/2013	001-19-518-800-41	AR109612	GF/Prof Services IT Contract June	509.23
54267	Puyallup City of	8/15/2013	001-19-518-800-41	AR109613	GF/Prof Services IT Contract July	571.39
	Puyallup City of Total					1,080.62
54268	Shred-it Western Washington	8/15/2013	001-21-521-200-41	101336624	Pol/Prof Serv	32.17
54268	Shred-it Western Washington	8/15/2013	001-14-514-230-41	101336624	Fin/Prof Serv	17.33
	Shred-it Western Washington Total					49.50
54269	Skillings Connolly	8/15/2013	406-37-553-310-41	8439	Storm/Prof Services - Stormwater f	36,039.59
	Skillings Connolly Total					36,039.59
54270	Springbrook Software	8/15/2013	401-32-533-500-41	INV25917	Elec/Monthly Web Payment Fees	472.00
54270	Springbrook Software	8/15/2013	403-34-534-500-41	INV25917	Water/Monthly Web Payment Fee:	472.00
54270	Springbrook Software	8/15/2013	406-38-553-350-41	INV25917	Storm/Monthly Web Payment Fees	236.00
	Springbrook Software Total					1,180.00
54271	State Treasurer Washington	8/15/2013	001-00-231-500-52	81913	Milton Court Remittance - August	11,603.67
	State Treasurer Washington Total					11,603.67
54272	Systems For Public Safety	8/15/2013	001-21-521-200-48	22189	Pol/Repair and Maintenance	437.85
	Systems For Public Safety Total					437.85
54273	Tacoma Screw Products Inc.	8/15/2013	401-32-533-500-31	13943966	Elec/Supplies	127.98
	Tacoma Screw Products Inc. Total					127.98
54274	Timco Inc.	8/15/2013	403-34-534-500-31	241370	Water/Supplies	51.32
	Timco Inc. Total					51.32



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54275	Unifirst Corporation	8/15/2013	401-32-533-500-22	915952	Elec/Uniforms	118.95
54275	Unifirst Corporation	8/15/2013	403-34-534-500-22	915952	Water/Uniforms	10.82
54275	Unifirst Corporation	8/15/2013	001-18-518-300-22	915849	Fac/Uniforms	10.72
54275	Unifirst Corporation	8/15/2013	001-76-576-600-22	915849	Parks/Uniforms	24.18
54275	Unifirst Corporation	8/15/2013	501-00-548-300-22	915849	Motor Pool/Uniforms	24.93
54275	Unifirst Corporation	8/15/2013	101-00-542-900-22	915849	Streets/Uniforms	38.64
54275	Unifirst Corporation	8/15/2013	401-32-533-500-22	915849	Elec Maint/Uniforms	7.48
54275	Unifirst Corporation	8/15/2013	403-34-534-500-22	915849	Water Maint/Uniforms	81.02
54275	Unifirst Corporation	8/15/2013	406-38-553-350-22	915849	Storm/Uniforms	12.47
54275	Unifirst Corporation	8/15/2013	401-32-533-500-22	917783	Elec/Uniforms	118.95
54275	Unifirst Corporation	8/15/2013	403-34-534-500-22	917783	Water/Uniforms	10.82
54275	Unifirst Corporation	8/15/2013	001-18-518-300-22	917691	Fac/Uniforms	11.61
54275	Unifirst Corporation	8/15/2013	001-76-576-600-22	917691	Parks/Uniforms	26.22
54275	Unifirst Corporation	8/15/2013	501-00-548-300-22	917691	Motor Pool/Uniforms	27.03
54275	Unifirst Corporation	8/15/2013	101-00-542-900-22	917691	Streets/Uniforms	41.89
54275	Unifirst Corporation	8/15/2013	401-32-533-500-22	917691	Elec Maint/Uniforms	8.10
54275	Unifirst Corporation	8/15/2013	403-34-534-500-22	917691	Water Maint/Uniforms	87.84
54275	Unifirst Corporation	8/15/2013	406-38-553-350-22	917691	Storm/Uniforms	13.51
Unifirst Corporation Total						675.18
54276	Univar USA Inc	8/15/2013	403-34-534-550-31	KT208225	Water/Supplies	556.86
Univar USA Inc Total						556.86
54277	US Bank N.A. Custody Treasury Div.-M	8/15/2013	001-14-514-230-49	80913	Fin/Safekeeping Fees July	38.00
US Bank N.A. Custody Treasury Div.-Money Cntr Total						38.00
54278	Washington Tractor	8/15/2013	501-00-548-300-31	266033	MP - Water/Supplies	33.64
54278	Washington Tractor	8/15/2013	501-00-548-300-31	266033	MP - Streets/Supplies	78.49
54278	Washington Tractor	8/15/2013	501-00-548-300-31	266033	MP - Storm/Supplies	56.07
54278	Washington Tractor	8/15/2013	501-00-548-300-31	266033	MP - Elec/Supplies	56.06
Washington Tractor Total						224.26
54279	Water Management Laboratories	8/15/2013	403-34-534-550-41	123088	Water/Prof Services - Water Testin	255.00
54279	Water Management Laboratories	8/15/2013	406-37-553-310-41	123308	Storm/Prof Services - Water Testin	220.00
54279	Water Management Laboratories	8/15/2013	406-37-553-310-41	123087	Storm/Water Testing	330.00
Water Management Laboratories Total						805.00
54280	Wesco Receivables Corp	8/15/2013	401-32-533-500-31	454700	Elec/Supplies	29,945.36
Wesco Receivables Corp Total						29,945.36
54281	Zep Mfg. Co.	8/15/2013	501-00-548-300-31	9000411685	MP/Supplies	186.98
Zep Mfg. Co. Total						186.98
8/15/2013 Total						232,150.85
54231	CALLAHAN RICHARD & NORMA	8/19/2013	401-00-131-000-00		Refund Check	43.30
54231	CALLAHAN RICHARD & NORMA	8/19/2013	403-00-131-000-00		Refund Check	16.90
54232	CALLAHAN RICHARD & NORMA	8/19/2013	401-00-131-000-00		Refund Check	107.36
54232	CALLAHAN RICHARD & NORMA	8/19/2013	403-00-131-000-00		Refund Check	36.53
54232	CALLAHAN RICHARD & NORMA	8/19/2013	406-00-131-000-00		Refund Check	2.71
CALLAHAN RICHARD & NORMA Total						206.80
54233	ESTATE OF WILLIAM O GREEN	8/19/2013	403-00-131-000-00		Refund Check	64.96
ESTATE OF WILLIAM O GREEN Total						64.96
54234	FALLIS VONDA	8/19/2013	401-00-131-000-00		Refund Check	235.34
54234	FALLIS VONDA	8/19/2013	403-00-131-000-00		Refund Check	103.43
54234	FALLIS VONDA	8/19/2013	406-00-131-000-00		Refund Check	29.57
FALLIS VONDA Total						368.34
54235	FANNIE MAE	8/19/2013	401-00-131-000-00		Refund Check	36.66
54235	FANNIE MAE	8/19/2013	403-00-131-000-00		Refund Check	9.27
54235	FANNIE MAE	8/19/2013	406-00-131-000-00		Refund Check	5.91



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FANNIE MAE Total						51.84
54236	JOHNSON KATHLEEN	8/19/2013	401-00-131-000-00		Refund Check	190.50
54236	JOHNSON KATHLEEN	8/19/2013	403-00-131-000-00		Refund Check	74.48
54236	JOHNSON KATHLEEN	8/19/2013	406-00-131-000-00		Refund Check	17.78
JOHNSON KATHLEEN Total						282.76
54237	JOHNSON MARY	8/19/2013	401-00-131-000-00		Refund Check	18.95
54237	JOHNSON MARY	8/19/2013	403-00-131-000-00		Refund Check	14.57
54237	JOHNSON MARY	8/19/2013	406-00-131-000-00		Refund Check	4.32
JOHNSON MARY Total						37.84
54238	LANMAN JASON	8/19/2013	401-00-131-000-00		Refund Check	93.56
54238	LANMAN JASON	8/19/2013	403-00-131-000-00		Refund Check	52.61
54238	LANMAN JASON	8/19/2013	406-00-131-000-00		Refund Check	8.38
LANMAN JASON Total						154.55
54239	PETERSON JERRY	8/19/2013	403-00-131-000-00		Refund Check	53.44
PETERSON JERRY Total						53.44
54240	PURDY LINDA	8/19/2013	401-00-131-000-00		Refund Check	79.33
PURDY LINDA Total						79.33
54241	WEST DEAN	8/19/2013	401-00-131-000-00		Refund Check	115.92
54241	WEST DEAN	8/19/2013	403-00-131-000-00		Refund Check	81.47
54241	WEST DEAN	8/19/2013	406-00-131-000-00		Refund Check	13.35
WEST DEAN Total						210.74
54242	WHEELER JACK	8/19/2013	403-00-131-000-00		Refund Check	49.92
WHEELER JACK Total						49.92
54243	WHITON WAYNE & LISA	8/19/2013	403-00-131-000-00		Refund Check	15.78
WHITON WAYNE & LISA Total						15.78
54244	YOUNG PAUL & CATHY	8/19/2013	401-00-131-000-00		Refund Check	21.09
54244	YOUNG PAUL & CATHY	8/19/2013	403-00-131-000-00		Refund Check	16.43
YOUNG PAUL & CATHY Total						37.52
8/19/2013 Total						1,613.82
54282	Edgewood City of	8/28/2013	310-04-595-300-63	8272013	CP/Jovita Realignment Project - Wa	30,850.80
Edgewood City of Total						30,850.80
54283	JENNINGS NORTHWEST LLC	8/28/2013	403-99-594-500-63	8272013	Water/Payment #4 Porter Way Imp	6,254.79
54283	JENNINGS NORTHWEST LLC	8/28/2013	407-99-595-400-63	8272013	Storm/Payment #4 Porter Way Imp	4,885.71
54283	JENNINGS NORTHWEST LLC	8/28/2013	310-99-595-500-63	8272013	CP/Payment #4 Porter Way Improv	49,199.69
JENNINGS NORTHWEST LLC Total						60,340.19
8/28/2013 Total						91,190.99
0	Allen Sandra	8/30/2013	001-12-512-500-41		Ct/Judge Services	4,000.00
Allen Sandra Total						4,000.00
0	Bonneville PowerAdministration	8/30/2013	401-32-533-500-33	Jun13-PWR01	Elect/Power Bill	97,855.00
0	Bonneville PowerAdministration	8/30/2013	401-32-533-500-33	Jun13-TRN01	Elect/Transmission Bill	25,911.00
Bonneville PowerAdministration Total						123,766.00
0	CIT Technology Fin. Serv.	8/30/2013	001-19-518-900-45	23688116	GF/Copy Machine Lease	164.32
0	CIT Technology Fin. Serv.	8/30/2013	401-30-533-110-45	23688116	Elec/Copy Machine Lease	98.36
0	CIT Technology Fin. Serv.	8/30/2013	403-30-534-110-45	23688116	Wat/Copy Machine Lease	86.06
0	CIT Technology Fin. Serv.	8/30/2013	406-30-553-110-45	23688116	Storm/Copy Machine Lease	61.48
0	CIT Technology Fin. Serv.	8/30/2013	406-37-553-310-45	23646616	Storm/Copy Machine Lease	42.71
0	CIT Technology Fin. Serv.	8/30/2013	001-13-513-100-45	23646616	Admin/Copy Machine Lease	81.33
0	CIT Technology Fin. Serv.	8/30/2013	001-24-558-500-45	23646616	Build/Copy Machine Lease	40.67
0	CIT Technology Fin. Serv.	8/30/2013	001-32-532-100-45	23646616	Eng/Copy Machine Lease	4.04



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	CIT Technology Fin. Serv.	8/30/2013	001-58-558-600-45	23646616	Plan/Copy Machine Lease	40.67
0	CIT Technology Fin. Serv.	8/30/2013	101-00-542-900-45	23646616	Street/Copy Machine Lease	4.10
0	CIT Technology Fin. Serv.	8/30/2013	401-31-533-100-45	23646616	Elec/Copy Machine Lease	28.47
0	CIT Technology Fin. Serv.	8/30/2013	403-33-534-100-45	23646616	Water/Copy Machine Lease	42.71
0	CIT Technology Fin. Serv.	8/30/2013	001-21-521-200-45	23650919	PD/Copy Machine Lease	158.79
	CIT Technology Fin. Serv. Total					853.71
0	Comcast	8/30/2013	001-13-513-100-42	26008504	Admin/Monthly Trunk Lines	7.63
0	Comcast	8/30/2013	001-18-518-300-42	26008504	Fac/Monthly Trunk Lines	4.34
0	Comcast	8/30/2013	001-14-514-230-42	26008504	Fin/Monthly Trunk Lines	16.74
0	Comcast	8/30/2013	001-21-521-200-42	26008504	PD/Monthly Trunk Lines	152.29
0	Comcast	8/30/2013	001-32-532-100-42	26008504	Eng/Monthly Trunk Lines	3.82
0	Comcast	8/30/2013	001-76-576-600-42	26008504	Parks/Monthly Trunk Lines	10.54
0	Comcast	8/30/2013	401-32-533-500-42	26008504	Elec/Monthly Trunk Lines	82.15
0	Comcast	8/30/2013	403-34-534-500-42	26008504	Water/Monthly Trunk Lines	65.59
0	Comcast	8/30/2013	403-34-534-550-42	26008504	Water/Monthly Trunk Lines	10.88
0	Comcast	8/30/2013	406-38-553-350-42	26008504	Storm/Monthly Trunk Lines	33.53
0	Comcast	8/30/2013	001-24-558-500-42	26008504	Bld/Monthly Trunk Lines	11.97
0	Comcast	8/30/2013	101-00-542-900-42	26008504	Streets/Monthly Trunk Lines	23.38
0	Comcast	8/30/2013	501-00-548-300-42	26008504	MP/Monthly Trunk Lines	10.89
0	Comcast	8/30/2013	001-14-514-230-42	70713	Fin/Internet/Phone Service	17.73
0	Comcast	8/30/2013	501-00-548-300-42	70713	MP/Internet/Phone Service	11.54
0	Comcast	8/30/2013	101-00-542-900-42	70713	Streets/Internet/Phone Service	24.76
0	Comcast	8/30/2013	406-38-553-350-42	70713	Storm/Internet/Phone Service	35.51
0	Comcast	8/30/2013	403-34-534-550-42	70713	Water/Internet/Phone Service	11.53
0	Comcast	8/30/2013	403-34-534-500-42	70713	Water/Internet/Phone Service	69.47
0	Comcast	8/30/2013	401-32-533-500-42	70713	Elec/Internet/Phone Service	87.02
0	Comcast	8/30/2013	001-32-532-100-42	70713	Eng/Internet/Phone Service	4.04
0	Comcast	8/30/2013	001-76-576-600-42	70713	Parks/Internet/Phone Service	11.16
0	Comcast	8/30/2013	001-24-558-500-42	70713	Bld/Internet/Phone Service	12.68
0	Comcast	8/30/2013	001-21-521-200-42	70713	PD/Internet/Phone Service	161.31
0	Comcast	8/30/2013	001-13-513-100-42	70713	Admin/Internet/Phone Service	8.09
0	Comcast	8/30/2013	001-18-518-300-42	70713	Fac/Internet/Phone Service	4.59
	Comcast Total					893.18
0	Costco Wholesale	8/30/2013	001-19-518-900-31	7926703	GF/Supplies (Copy Paper)	94.49
0	Costco Wholesale	8/30/2013	401-30-533-110-31	7926703	Elec/Supplies (Copy Paper)	94.49
0	Costco Wholesale	8/30/2013	403-30-534-110-31	7926703	Water/Supplies (Copy Paper)	94.49
0	Costco Wholesale	8/30/2013	406-30-553-110-31	7926703	Storm/Supplies (Copy Paper)	31.50
	Costco Wholesale Total					314.97
0	Dabson Donna	8/30/2013	001-00-362-400-00	73113	Key Deposit Refund R#367280 Rent	50.00
0	Dabson Donna	8/30/2013	001-00-362-400-00	73113	Building Deposit Refund R#367280	300.00
	Dabson Donna Total					350.00
0	Dept of Revenue WA State	8/30/2013	401-31-533-100-53	73113	Elec/Excise Tax	8,966.85
0	Dept of Revenue WA State	8/30/2013	403-33-534-100-53	73113	Water/Excise Tax	5,264.22
0	Dept of Revenue WA State	8/30/2013	406-37-553-310-53	73113	Storm/Excise Tax	1,000.13
0	Dept of Revenue WA State	8/30/2013	001-00-386-001-00	73113	PD/Taxes Owed	31.96
0	Dept of Revenue WA State	8/30/2013	001-14-514-230-49	73113	Fin/Fees	763.16
	Dept of Revenue WA State Total					16,026.32
0	Discovery Benefits	8/30/2013	001-17-517-310-49	399923	Employee Benefits Program/FSA	11.70
	Discovery Benefits Total					11.70
0	IRS - EFTPS ONLY	8/30/2013	001-17-517-300-21	82913	Employee Benefits Program/941 Tz	3.64
	IRS - EFTPS ONLY Total					3.64
0	Kansas State Bank Gov Finance Dept	8/30/2013	406-38-594-790-66	70913	Storm/Vactor Truck Payment	8,109.03
	Kansas State Bank Gov Finance Dept Total					8,109.03
0	Milton - C/O RLI City of	8/30/2013	001-18-518-300-47	71913	Fac/Utilities	39.03
0	Milton - C/O RLI City of	8/30/2013	001-21-521-200-47	71913	PD/Utilities	390.69



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	Milton - C/O RLI City of	8/30/2013	001-24-558-500-47	71913	Bldg/Utilities	45.95
0	Milton - C/O RLI City of	8/30/2013	001-73-569-500-47	71913	AC/Utilities	462.43
0	Milton - C/O RLI City of	8/30/2013	001-58-558-600-47	71913	Pln/Utilities	45.95
0	Milton - C/O RLI City of	8/30/2013	001-76-576-600-47	71913	Prks/Utilities	1,415.88
0	Milton - C/O RLI City of	8/30/2013	101-00-542-900-47	71913	Signals & Street Lights/Utilit	334.86
0	Milton - C/O RLI City of	8/30/2013	401-32-533-500-47	71913	Elect/Utilities	562.54
0	Milton - C/O RLI City of	8/30/2013	403-34-534-550-47	71913	Wtr/Utilities	3,727.41
0	Milton - C/O RLI City of	8/30/2013	406-38-553-350-47	71913	Storm/Utilities	148.85
	Milton - C/O RLI City of Total					7,173.59
0	Ogden Murphy Wallace	8/30/2013	001-15-515-200-41	707020	Legal/Routine Services	3,307.50
0	Ogden Murphy Wallace	8/30/2013	001-15-515-200-41	707032	Legal/Routine Services	5,864.25
	Ogden Murphy Wallace Total					9,171.75
0	Pierce County Sewer	8/30/2013	001-18-518-300-47	80113	Fac/Utilities	2.58
0	Pierce County Sewer	8/30/2013	001-21-521-200-47	80113	Pol/Utilities	10.31
0	Pierce County Sewer	8/30/2013	001-24-558-500-47	80113	Bld/Utilities	2.57
0	Pierce County Sewer	8/30/2013	001-58-558-600-47	80113	PL/Utilities	2.58
0	Pierce County Sewer	8/30/2013	001-76-576-600-47	80113	Parks/Utilities	2.58
0	Pierce County Sewer	8/30/2013	401-32-533-500-47	80113	Elec/Utilities	12.88
0	Pierce County Sewer	8/30/2013	403-34-534-550-47	80113	Wat/Utilities	10.31
0	Pierce County Sewer	8/30/2013	406-38-553-350-47	80113	Storm/Utilities	7.73
0	Pierce County Sewer	8/30/2013	001-76-576-600-47	80113	Parks/Utilities	36.37
0	Pierce County Sewer	8/30/2013	001-21-521-200-47	80113	PD/Utilities	5.92
0	Pierce County Sewer	8/30/2013	401-32-533-500-47	80113	Elec/Utilities	23.68
0	Pierce County Sewer	8/30/2013	403-34-534-550-47	80113	Wat/Utilities	11.83
0	Pierce County Sewer	8/30/2013	406-38-553-350-47	80113	Storm/Utilities	17.76
0	Pierce County Sewer	8/30/2013	001-73-569-500-47	80113	AC/Utilities	21.82
0	Pierce County Sewer	8/30/2013	001-19-518-900-47	80113	GF/Utilities	14.55
0	Pierce County Sewer	8/30/2013	001-19-518-900-47	80113	GF/Utilities	17.40
	Pierce County Sewer Total					200.87
0	Puget Sound Energy	8/30/2013	403-34-534-550-47	7222013	Wtr/Electric Charges	141.32
0	Puget Sound Energy	8/30/2013	001-73-569-500-47	7222013	AC/PSE Utility Bill	79.39
	Puget Sound Energy Total					220.71
0	Shell Fleet Plus	8/30/2013	001-21-521-200-32	42-080613	Pol/Fuel	80.60
0	Shell Fleet Plus	8/30/2013	101-00-542-900-32	01-080613	Streets/Fuel	15.51
0	Shell Fleet Plus	8/30/2013	403-34-534-500-32	01-080613	Water/Fuel	30.99
0	Shell Fleet Plus	8/30/2013	406-38-553-350-32	01-080613	Storm/Fuel	15.50
0	Shell Fleet Plus	8/30/2013	101-00-542-900-32	03-080613	Streets/Fuel	74.39
0	Shell Fleet Plus	8/30/2013	403-34-534-500-32	03-080613	Water/Fuel	148.77
0	Shell Fleet Plus	8/30/2013	406-38-553-350-32	03-080613	Storm/Fuel	74.39
0	Shell Fleet Plus	8/30/2013	403-34-534-550-32	04-080613	Water/Fuel	204.75
0	Shell Fleet Plus	8/30/2013	401-32-533-500-32	05-080613	Electric/Fuel	149.92
0	Shell Fleet Plus	8/30/2013	403-34-534-500-32	05-080613	Water/Fuel	149.90
0	Shell Fleet Plus	8/30/2013	101-00-542-900-32	06-080613	Streets/Fuel	28.87
0	Shell Fleet Plus	8/30/2013	403-34-534-500-32	06-080613	Water/Fuel	57.73
0	Shell Fleet Plus	8/30/2013	406-38-553-350-32	06-080613	Storm/Fuel	28.86
0	Shell Fleet Plus	8/30/2013	101-00-542-900-32	07-080613	Streets/Fuel	42.21
0	Shell Fleet Plus	8/30/2013	403-34-534-500-32	07-080613	Water/Fuel	84.43
0	Shell Fleet Plus	8/30/2013	406-38-553-350-32	07-080613	Storm/Fuel	42.21
0	Shell Fleet Plus	8/30/2013	401-32-533-500-32	08-080613	Electric/Fuel	1,218.34
0	Shell Fleet Plus	8/30/2013	001-18-518-300-32	09-080613	Fac/Fuel	67.55
0	Shell Fleet Plus	8/30/2013	001-76-576-600-32	09-080613	Parks/Fuel	202.65
0	Shell Fleet Plus	8/30/2013	101-00-542-900-32	12-080613	Streets/Fuel	43.75
0	Shell Fleet Plus	8/30/2013	403-34-534-500-32	12-080613	Water/Fuel	87.50
0	Shell Fleet Plus	8/30/2013	406-38-553-350-32	12-080613	Storm/Fuel	43.75
0	Shell Fleet Plus	8/30/2013	101-00-542-900-32	42-080613	Streets/Fuel	31.36
0	Shell Fleet Plus	8/30/2013	403-34-534-500-32	42-080613	Water/Fuel	62.71
0	Shell Fleet Plus	8/30/2013	406-38-553-350-32	42-080613	Storm/Fuel	31.36
0	Shell Fleet Plus	8/30/2013	001-21-521-200-32	17-080613	Pol/Fuel	241.68
0	Shell Fleet Plus	8/30/2013	001-21-521-200-32	17-080613	Pol/Fuel Credit	-25.12



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
Shell Fleet Plus Total						3,234.56
0	Verizon Wireless	8/30/2013	403-30-534-110-42	9708043841	Water/Verizon Charges	19.51
0	Verizon Wireless	8/30/2013	401-30-533-110-42	9708043841	Electric/Verizon Charges	19.51
0	Verizon Wireless	8/30/2013	001-18-518-300-42	9707885795	Fac/Verizon Charges	4.44
0	Verizon Wireless	8/30/2013	001-24-558-500-42	9707885795	Bldg/Verizon Charges	2.22
0	Verizon Wireless	8/30/2013	001-32-532-100-42	9707885795	Elect/Verizon Charges	2.22
0	Verizon Wireless	8/30/2013	001-73-569-500-42	9707885795	AC/Verizon Charges	3.41
0	Verizon Wireless	8/30/2013	001-76-576-600-42	9707885795	Parks/Verizon Charges	14.37
0	Verizon Wireless	8/30/2013	101-00-542-900-42	9707885795	Street/Verizon Charges	35.56
0	Verizon Wireless	8/30/2013	401-32-533-500-42	9707885795	Electric/Verizon Charges	100.75
0	Verizon Wireless	8/30/2013	403-34-534-500-42	9707885795	Water/Verizon Charges	73.34
0	Verizon Wireless	8/30/2013	406-38-553-350-42	9707885795	Storm/Verizon Charges	8.89
0	Verizon Wireless	8/30/2013	401-31-533-100-42	9707885795	Electric/Verizon Charges	2.22
0	Verizon Wireless	8/30/2013	403-33-534-100-42	9707885795	Water/Verizon Charges	2.22
0	Verizon Wireless	8/30/2013	406-37-553-310-42	9707885795	Storm/Verizon Charges	17.04
0	Verizon Wireless	8/30/2013	401-30-533-110-42	9707885795	Electric/Verizon Charges	4.74
0	Verizon Wireless	8/30/2013	403-30-534-110-42	9707885795	Water/Verizon Charges	4.87
0	Verizon Wireless	8/30/2013	406-30-553-110-42	9707885795	Storm/Verizon Charges	4.74
0	Verizon Wireless	8/30/2013	501-00-548-300-42	9707885795	MP/Verizon Charges	14.35
0	Verizon Wireless	8/30/2013	001-24-558-500-42	9707885795	Bldg/Verizon Charges	14.35
0	Verizon Wireless	8/30/2013	001-13-513-100-42	9707767069	Admin/Verizon Charges	40.40
0	Verizon Wireless	8/30/2013	401-30-533-110-42	9707767069	Electric/Verizon Charges	8.08
0	Verizon Wireless	8/30/2013	403-30-534-110-42	9707767069	Water/Verizon Charges	9.23
0	Verizon Wireless	8/30/2013	001-13-513-100-42	9707767069	Admin/Verizon Charges	56.07
0	Verizon Wireless	8/30/2013	401-30-533-110-42	9707767069	Electric/Verizon Charges	11.21
0	Verizon Wireless	8/30/2013	403-30-534-110-42	9707767069	Water/Verizon Charges	12.81
0	Verizon Wireless	8/30/2013	001-32-532-100-32	9707767069	Eng/Verizon Charges	5.77
0	Verizon Wireless	8/30/2013	101-00-542-900-42	9707767069	Street/Verizon Charges	17.31
0	Verizon Wireless	8/30/2013	101-00-542-900-42	9707767069	Street/Verizon Charges	5.77
0	Verizon Wireless	8/30/2013	401-31-533-100-42	9707767069	Electric/Verizon Charges	17.32
0	Verizon Wireless	8/30/2013	401-32-533-500-42	9707767069	Electric/Verizon Charges	57.71
0	Verizon Wireless	8/30/2013	403-33-534-100-42	9707767069	Water/Verizon Charges	17.31
0	Verizon Wireless	8/30/2013	403-34-534-500-42	9707767069	Water/Verizon Charges	28.86
0	Verizon Wireless	8/30/2013	406-37-553-310-42	9707767069	Storm/Verizon Charges	11.54
0	Verizon Wireless	8/30/2013	406-38-553-350-42	9707767069	Storm/Verizon Charges	11.54
0	Verizon Wireless	8/30/2013	001-21-521-200-42	9707767069	Pol/Verizon Charges	600.15
0	Verizon Wireless	8/30/2013	403-34-534-500-42	9707767069	Water/Verizon Charges	20.02
0	Verizon Wireless	8/30/2013	401-32-533-500-42	9707767069	Electric/Verizon Charges	20.03
0	Verizon Wireless	8/30/2013	118-21-521-230-42	9707767069	PD Reserves/Verizon Charges	122.39
0	Verizon Wireless	8/30/2013	001-14-514-230-42	9707767069	Fin/Verizon Charges	30.02
0	Verizon Wireless	8/30/2013	401-30-533-110-42	9707767069	Electric/Verizon Charges	11.54
0	Verizon Wireless	8/30/2013	403-30-534-110-42	9707767069	Water/Verizon Charges	10.96
0	Verizon Wireless	8/30/2013	406-30-553-110-42	9707767069	Surface/Verizon Charges	5.19
0	Verizon Wireless	8/30/2013	001-21-521-200-42	9707767069	PD/Verizon Charges	519.47
Verizon Wireless Total						1,953.77
8/30/2013 Total						176,329.48
Grand Total						542,952.24

Back to Voucher Approval





To: Mayor Perry and Councilmembers
From: Public Works Director Neal
Date: September 9, 2013 Regular Session
Re: Street Striping by King County

ATTACHMENTS: Resolution No. 1837

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required: est. \$10,000.00

Issue: King County is available to assist the City of Milton with our annual budgeted street striping, but by law the City needs to pass a resolution authorizing the County to work on City streets.

Discussion: RCW 47.24.050 allows cities to contract with counties for construction, repair, and/or maintenance of city streets by passing a resolution authorizing the same. RCW 35.77.020 further allows cities to enter into agreements for the county in which they are located for all or a specified part of the construction, repair, or maintenance of city streets and bridges.

For the past several years, the City Council has continued to pass resolutions so King County could assist the City with its annual street striping program. The County owns equipment and has the manpower to do tasks that the City needs but we are unable to do ourselves due to funding and staffing constraints. State law allows us to contract with the County for limited and specific assistance on an as-needed basis.

King County is again available to perform budgeted annual street striping, and the attached resolution will put the City in compliance with state law.

Fiscal Impact: The passing of this resolution would have no negative fiscal impact on the City. Annual street striping in the amount of \$10,000 is included in the adopted 2013 budget.

Recommendation/Action: Approve through consent agenda.

RESOLUTION NO. 13-1837

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, RELATING TO CITY STREETS, AUTHORIZING KING COUNTY TO PERFORM STREET CONSTRUCTION, REPAIR, AND MAINTENANCE.

WHEREAS, the City of Milton is in need of assistance to construct, repair and maintain its streets; and

WHEREAS, RCW 47.24.050 provides that a city or town may, by resolution, authorize the legislative authority of the county in which it is located, to perform any such construction, repair and maintenance; and

WHEREAS, the City Council finds it is in the public interest for the City to authorize King County to perform such construction, repair or maintenance of its streets; Now, therefore,

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

That King County is hereby authorized to perform construction, repair, and maintenance of City streets, and the City will pay for the work at the actual cost thereof.

RESOLVED this ___ day of _____, 2013.

APPROVED:

Debra Perry, Mayor

Attest/Authenticated:

Lisa Tylor, City Clerk

[Back to Agenda Bill](#)

Filed with the City Clerk:
Passed by the City Council:
Resolution No. 13-1837



To: Mayor Perry and City Councilmembers
From: Subir Mukerjee, City Administrator
Leticia Neal, Public Works Director
Date: September 9th, 2013 Regular Session
Re: **Department of Commerce Activity Center grant**

-
- ATTACHMENTS:**
- A. **Original funding request**
 - B. **Funding award letter**

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action: “I move to accept the offered grant funding from the Department of Commerce for improvements to the Activity Center, in the amount of \$250,000 and authorize the Mayor to sign all necessary related documents.”

Fiscal Impact/Source of Funds: The grant money is provided by the State Department of Commerce from the 2013-2015 State Capital Budget. If accepted, the offered funding will be added to the proposed 2014 budget.

Previous Council Review: None

Issue: The City has been awarded \$250,000 out of the State Capital Budget from the Projects that Strengthen Youth & Families grant program. Council needs to formally accept the offered grant money in order to proceed with the projected work.

Discussion: Included as Attachment A is the original funding request that was submitted to the legislature. As outlined therein, the funding is to be used for repairs to the Activity Center building (both the Senior Center and the Police Department sides) including new roof and windows, ADA compliance items, replaced doors and flooring, and energy efficient appliances.

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.

The top priority for this project is the roof replacement, along with any associated structural repairs from water damage. Estimates for this work range from \$50,000 to \$70,000, but is largely unknown until the old existing roof materials are removed and the extent of any structural damage is assessed. With the change in the weather as winter approaches, staff will proceed with the roof work and get updated costs on the remainder of the work items to be completed. A complete project estimate will be compiled after the roof is repaired and total cost for that work is known.

**2013 Legislative Session
Member Requested Local Community Project Information Form**

Project Name: Senior Center & Police
Department Repairs

Legislative District: 25th & 30th

Address of Project Site: 1000 Laurel Street
Milton, WA 98354

**Geographic Information System (GIS)
Coordinate:** _____

Project Contact:

Name(s) Subir Mukerjee

Title City Administrator

Organization City of Milton

Phone: 253-517-2706 **Fax:** 253-922-3466

E-Mail:

smukerjee@cityofmilton.net

Mailing Address: 1000 Laurel Street
Milton, WA 98354

Legislative Sponsor:

Funding Requested: \$ 250,000

(Note: Funds are available on a reimbursement basis only and cannot be advanced.)

Project Information (attach separate page with additional details if available):

Provide a brief project summary, including the phase of the overall project, and the public benefit.

1) Describe the entire project and the phase of the overall project for which funds are requested: This project will make important repairs to an aging building that is used as both the City's Senior/Activity Center and the City's Police Department. Repairs will include structural items such as the roof and windows, life safety items such as the fire alarm panel, and ADA compliance items such as public bathroom modifications. Aging appliances will be replaced with energy efficient models. Funding is requested for all parts/facets of the project.

2) Public benefit the project: This building is the City's Senior/Activity Center as well as the future home of the City's Police Department. The structure has been neglected for years due to funding limitations, resulting in a building that is no longer compliant with either ADA or the International Fire Code and is quickly deteriorating. These improvements will ensure the building can continue to be utilized for the foreseeable future, without risk to either the senior citizens who rely on the accommodations for their event, or the City's entire police force.

Start and Completion Dates: Jan 2013 to August 2013

Attachments (Please enclose any materials that further describe the project and its financing.)

NOTE: This form is to be submitted to Representative Dunshee for his consideration. He may elect to submit this form for filing in the Capital Budget Committee records. If so filed, this form will become a legislative record subject to public disclosure.

Eligible Project Type or Phase (Check all that apply to this funding request)

	% of Request
<input type="checkbox"/> Land acquisition	_____ %
<input type="checkbox"/> Demolition and site preparation	_____ %
<input type="checkbox"/> Design	_____ %
<input type="checkbox"/> New Construction	_____ %
<input type="checkbox"/> Renovation	_____ %
<input checked="" type="checkbox"/> Other (describe) <u>required repairs</u>	100 %
	100 % (should equal 100%)

What is the distance from the project to housing, restaurants, and entertainment?

This building is located immediately adjacent to City Hall and is a point of service for the entire City. Although surrounded by residential housing, the Senior/Activity Center and Police Station is 2 blocks away from the City's primary arterial street, and less than a mile from the City's activity centers.

Does the project provide a new type of development to an existing neighborhood such as employment, housing, educational, cultural, recreational, or services? Please describe.

This project will allow the continuance of a primary source of service and recreation for the City's senior citizens, as well as house the City's entire police force.

Does the project attempt to minimize the increase in vehicle miles traveled generated by the project? Please explain?

N/A

Is the project located near existing or planned transit service? Please describe?

The project is located only 2 blocks away from the City's primary arterial street, Milton Way, which is also the City's only transit route. Existing transit service along Milton Way is provided by Pierce Transit, Route 501.

Does the project include preservation and re-use of at least 75% of an existing structure?

This project will result in the continued use of 100% of an existing structure.

Will materials from demolition or construction waste materials be recycled?

All materials from both demolition and construction will be recycled where feasible.

Will energy conservation equipment, systems, or programs be used in the project?

Original aluminum windows will be replaced with energy efficient windows. Aging appliances in the kitchen will be replaced with new energy efficient models. Ill-fitting doors and warped door frames will be replaced to keep out the weather.

NOTE: This form is to be submitted to Representative Dunshee for his consideration. He may elect to submit this form for filing in the Capital Budget Committee records. If so filed, this form will become a legislative record subject to public disclosure.

Will green building materials be used in constructing the project?

Green building materials will be used in replacing the roof, as well as natural fiber carpet replacement and water-based finish (low VOCs) for the floors.

Will the project use water conservation systems (metered water, graywater, re-use)?

One of the appliances slated for replacement is an old dishwasher/sanitizer. It will be replaced with a new energy efficient model.

Will the project include solar or other, non-traditional energy sources?

N/A

Will on-site natural features (wetlands, riparian corridors, watersheds, steep slopes, etc) be protected, preserved, and/or restored in construction of the project or as part of the project, and will buffers around on/off-site natural areas be created or maintained?

N/A

	Yes	No
Is this a joint project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes , has a joint operating agreement been signed?	<input type="checkbox"/>	<input type="checkbox"/>
Is the site <input checked="" type="checkbox"/> owned, <input type="checkbox"/> optioned for purchase or <input type="checkbox"/> under a lease of 5 years or more with renewal options?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the applicant initiated a capital fundraising campaign?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes , what percent of matching funds have been secured? _____		
What other sources of matching funds are available? <u>Both the Senior Board and the Police Foundation may be able to contribute small amounts, but the only other source of funding for the majority of the expense is to use a low interest loan.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the project received previous state funding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes , detail date, programs and amounts.		
_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the project previously applied for and not received state funding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes , detail dates, programs and amounts.		
_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the project currently applying for or planning to apply for other sources of state funding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes , detail dates, programs and amounts.		

NOTE: This form is to be submitted to Representative Dunshee for his consideration. He may elect to submit this form for filing in the Capital Budget Committee records. If so filed, this form will become a legislative record subject to public disclosure.

If the project will not be completed after the requested state funding and matching funds are used, describe: (1) what the project will be at the completion of the portion funded by this request and how it will benefit the public; and (2) the phases and schedule for completion of the project.

The requested funding will complete the project in its entirety.

What source(s) of non-state funds exist for completion of the project and its ongoing maintenance and operation?

Ongoing maintenance and operation is funded through the City's General Fund.

Organization Information

	Yes	No
Is the requesting organization registered with the state as a non-profit organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is there a current or pending 501(c)(3) IRS registration?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If answered no to either of the above, is applicant a local government?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Legislative Sponsor

(Signature) _____

Date _____

Note: This is not a formal grant program. This form provides information for House members to request a separate appropriation in the capital budget for this project. Funding any project is at the discretion of the Legislature. Successful past projects generally are ones in which the requested state funds: (1) are used for a facility providing an important public benefit; (2) are a small portion of the total project funding (25% or less); (3) result in a completed project or phase usable by the public for the intended purpose when the state funds are expended; and (4) are for a project that is ready for construction or renovation and will be completed within the biennium.

Please note that projects may be subject to state prevailing wage law (Chapter 39.12 RCW). Requesting organization are encouraged to consult the Industrial Statistician (David Soma: 360-902-5330 or somd235@lni.wa.gov) at the Washington State Department of Labor Industries to determine whether prevailing wages must be paid. High-performance building requirements (Chapter 39.35D RCW) may also apply.

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NOTE: This form is to be submitted to Representative Dunshee for his consideration. He may elect to submit this form for filing in the Capital Budget Committee records. If so filed, this form will become a legislative record subject to public disclosure.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

August 19, 2013

Mr. Subir Mukerjee
City of Milton
1000 Laurel Street
Milton, WA 98354

Dear Mr. Mukerjee:

Congratulations! Governor Inslee recently signed the 2013–2015 State Capital Budget, which includes an appropriation of \$250,000.00 for the Milton - Activities Center project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our direct administrative costs. Accordingly, your net grant award will be \$242,500.00.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- Any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date. A lien on owned property is also required when receiving grants over \$250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of July 1, 2013.
- Possible review by the Washington State Department of Archaeology and Historic Preservation.
- Your project may need to comply with the state's green buildings standards (RCW 39.35D).

Please fill out the enclosed Contract Readiness Survey and return it at your earliest convenience. Upon receipt, we will email you a comprehensive set of contracting guidelines to assist you with the contracting process. If you have any questions or need additional information, please contact Sheryl Reed at (360) 725-3074.

Sincerely,

Diane Klontz, Assistant Director
Community Services and Housing Division

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Enclosure



To: Mayor Perry and City Councilmembers
From: Public Works Director Neal
Date: September 9, 2013 Regular Session
Re: ADA Restrooms in Triangle Park

ATTACHMENTS: **A. Original funding request**
 B. Funding award letter

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to accept the offered grant funding from the Department of Commerce for a new ADA compliant washroom in Triangle Park, along with associated access improvements, in the amount of \$225,000 and authorize the Mayor to sign all necessary related documents.”

Fiscal Impact/Source of Funds: The grant money is provided by the State Department of Commerce from the 2013-2015 State Capital Budget. If accepted, the offered funding will be added to the proposed 2014 budget.

Previous Council Review: At the August 5, 2013 study session Council reviewed some examples of park bathroom facilities and discussed preferences.

Issue: The City has been awarded \$250,000 out of the State Capital Budget from the Projects that Strengthen Communities grant program, to be used for the new ADA restrooms in Triangle Park that are required in the City’s Settlement Agreement with the Department of Justice. Council needs to formally accept the offered grant money in order to proceed with the projected work.

Background: Approximately eight (8) years ago, a complaint against the City of Milton was filed with the United States Department of Justice (DOJ) under the Americans with Disabilities Act of 1990 (ADA). The complaint focused on the City’s recreation programs, services, and activities that operate in Triangle Park and West Milton Park, as well as the annual summer parade route and festival (aka Milton Days). Midway through 2006 an investigator from the DOJ conducted an on-site investigation of the complaint and met with then City Administrator Ken Carter. No further communication occurred between the DOJ and the City regarding this complaint until 2009.

On August 20, 2009, the City of Milton received a proposed settlement agreement from the DOJ to resolve this complaint. City staff, including the City Attorney, began the process of negotiating an amended settlement agreement with the DOJ. At a regular Council meeting on November 2, 2009, Council authorized an agreement with Perteet, Inc. for ADA consultation to assist in this effort.

In July of 2010, the amended Settlement Agreement was signed by the Mayor.

Discussion: Included as Attachment A is the original funding request that was submitted to the legislature. As outlined therein, the funding is to be used to replace the existing bathroom with ADA compliant facilities, as well as construction of associated site improvements for access to the new facilities.

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 \$218,250.

Council previously discussed some design considerations and gave staff general direction regarding style and size of building, lighting, and heat. Staff will proceed with compiling a bidding package for the work, based on Council's preferences, and bring back to Council a construction contract to award.

**2013 Legislative Session
Member Requested Local Community Project Information Form**

Project Name: ADA Improvements in Triangle Park **Legislative District:** 25th & 30th

Address of Project Site: Triangle Park off Milton Way
Milton, WA 98354 **Geographic Information System (GIS) Coordinate:** _____

Project Contact: _____ **Legislative Sponsor:** _____

Name(s) Subir Mukerjee _____

Title City Administrator

Organization City of Milton

Phone: 253-517-2706 Fax: 253-922-3466

E-Mail: _____

smukerjee@cityofmilton.net

Mailing Address: 1000 Laurel Street

Milton, WA 98354

Funding Requested: \$ 225,000

(Note: Funds are available on a reimbursement basis only and cannot be advanced.)

Project Information (attach separate page with additional details if available):

Provide a brief project summary, including the phase of the overall project, and the public benefit.

1) Describe the entire project and the phase of the overall project for which funds are requested: The City of Milton is under a U.S. Department of Justice order to replace the existing bathroom in Triangle Park with ADA compliant facilities. This project will also accomplish construction of associated site improvements to ensure that pathways leading to the facility meet ADA grade and surface requirements. All requested funding will be used for construction.

2) Public benefit the project: Triangle Park is the focal point of the community – it is the location for major city festivals, local sports events, the Veteran’s Memorial, a fuschia garden, and numerous other recreational choices for residents. This project will add needed restroom facilities to the park for the benefit of all users, and ensure accessibility to all recreational aspects of the park for the disabled users.

Start and Completion Dates: Jan 2013 to Sept 2013

Attachments (Please enclose any materials that further describe the project and its financing.)

Figure 1 is an aerial map of Triangle Park showing the additional sidewalks and trails that will provide access throughout the park. The sidewalk shown in blue has already been constructed.

Figure 2 is a copy of a formal request to the Department of Justice to allow the City to modify the existing restroom facility as opposed to building a new facility. The relevant area is highlighted in yellow.

NOTE: This form is to be submitted to Representative Dunshee for his consideration. He may elect to submit this form for filing in the Capital Budget Committee records. If so filed, this form will become a legislative record subject to public disclosure.

Eligible Project Type or Phase (Check all that apply to this funding request)

	% of Request
<input type="checkbox"/> Land acquisition	_____ %
<input checked="" type="checkbox"/> Demolition and site preparation	_____ 15 %
<input type="checkbox"/> Design	_____ %
<input checked="" type="checkbox"/> New Construction	_____ 85 %
<input type="checkbox"/> Renovation	_____ %
<input type="checkbox"/> Other (describe)	_____ %
<hr/>	
	100 % <i>(should equal 100%)</i>

What is the distance from the project to housing, restaurants, and entertainment?

Triangle Park is located in the center of Milton. Its boundary on the north/northwest side is Milton Way, the City's primary arterial street. The other boundaries are residential neighborhoods and the Town Center District composed of local businesses and restaurants.

Does the project provide a new type of development to an existing neighborhood such as employment, housing, educational, cultural, recreational, or services? Please describe.

The project will upgrade the existing recreational facilities for better accessibility by disabled users of the park, enhancing the park experience for all users.

Does the project attempt to minimize the increase in vehicle miles traveled generated by the project? Please explain?

Having operational restroom facilities in the park will allow users to enjoy the natural area and community events uninterrupted for longer periods of time, decreasing the likelihood of additional vehicle trips to and from the park to find other restroom facilities.

Is the project located near existing or planned transit service? Please describe?

The project is located in Triangle Park, which is immediately adjacent to Milton Way – the City's primary arterial street. Milton Way is the City's only transit route, served by Pierce Transit Route 501, and a bus stop with shelter is located at the southwest corner of the park.

Does the project include preservation and re-use of at least 75% of an existing structure?

A formal request to re-use and modify the existing bathroom facility, as opposed to constructing a new building, has been submitted to the Department of Justice (see attached).

NOTE: This form is to be submitted to Representative Dunshee for his consideration. He may elect to submit this form for filing in the Capital Budget Committee records. If so filed, this form will become a legislative record subject to public disclosure.

Will materials from demolition or construction waste materials be recycled?

All demolition and construction waste materials will be recycled whenever feasible.

Will energy conservation equipment, systems, or programs be used in the project?

Lighting will be limited through the use of sensors or other current technology to conserve electricity.

Will green building materials be used in constructing the project?

Green building materials will be used whenever feasible, to fit with the location of Triangle Park.

Will the project use water conservation systems (metered water, graywater, re-use)?

All fixtures will be low-flow to conserve water resources.

Will the project include solar or other, non-traditional energy sources?

No

Will on-site natural features (wetlands, riparian corridors, watersheds, steep slopes, etc) be protected, preserved, and/or restored in construction of the project or as part of the project, and will buffers around on/off-site natural areas be created or maintained?

As the premier park for this community, preservation of all natural features will be a priority for this project.

Is this a joint project?

Yes No

If yes, has a joint operating agreement been signed?

Is the site owned, optioned for purchase or under a lease of 5 years or more with renewal options?

Has the applicant initiated a capital fundraising campaign?

If yes, what percent of matching funds have been secured? 22% (\$62,000) has been secured from the General Fund to cover design and a contract with an ADA consultant.

What other sources of matching funds are available? There are limited grant opportunities available for this type of project, but the time restrictions imposed by the Department of Justice Settlement Agreement eliminate those options.

Has the project received previous state funding?

If yes, detail date, programs and amounts.

Has the project previously applied for and not received state funding?

If yes, detail dates, programs and amounts.

NOTE: This form is to be submitted to Representative Dunshee for his consideration. He may elect to submit this form for filing in the Capital Budget Committee records. If so filed, this form will become a legislative record subject to public disclosure.

Is the project currently applying for or planning to apply for other sources of state funding?

If **yes**, detail dates, programs and amounts.

If the project will not be completed after the requested state funding and matching funds are used, describe: (1) what the project will be at the completion of the portion funded by this request and how it will benefit the public; and (2) the phases and schedule for completion of the project.

If requested funding is granted, the project will be completed in its entirety by the end of 2013.

What source(s) of non-state funds exist for completion of the project and its ongoing maintenance and operation?

Ongoing maintenance and operation of the project will be funded through the City's General Fund.

Organization Information

Is the requesting organization registered with the state as a non-profit organization?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Is there a current or pending 501(c)(3) IRS registration?

If answered **no** to either of the above, is applicant a local government?

Legislative Sponsor

(Signature) _____

Date _____

Note: This is not a formal grant program. This form provides information for House members to request a separate appropriation in the capital budget for this project. Funding any project is at the discretion of the Legislature. Successful past projects generally are ones in which the requested state funds: (1) are used for a facility providing an important public benefit; (2) are a small portion of the total project funding (25% or less); (3) result in a completed project or phase usable by the public for the intended purpose when the state funds are expended; and (4) are for a project that is ready for construction or renovation and will be completed within the biennium.

Please note that projects may be subject to state prevailing wage law (Chapter 39.12 RCW). Requesting organization are encouraged to consult the Industrial Statistician (David Soma: 360-902-5330 or somd235@lni.wa.gov) at the Washington State Department of Labor Industries to determine whether prevailing wages must be paid. High-performance building requirements (Chapter 39.35D RCW) may also apply.

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NOTE: This form is to be submitted to Representative Dunshee for his consideration. He may elect to submit this form for filing in the Capital Budget Committee records. If so filed, this form will become a legislative record subject to public disclosure.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

August 19, 2013

Mr. Subir Mukerjee
City of Milton
1000 Laurel Street
Milton, WA 98354

Dear Mr. Mukerjee:

Congratulations! Governor Inslee recently signed the 2013–2015 State Capital Budget, which includes an appropriation of \$225,000.00 for the Milton - Triangle Park ADA Upgrades project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our direct administrative costs. Accordingly, your net grant award will be \$218,250.00.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- Any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date. A lien on owned property is also required when receiving grants over \$250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of July 1, 2013.
- Possible review by the Washington State Department of Archaeology and Historic Preservation.
- Your project may need to comply with the state's green buildings standards (RCW 39.35D).

Please fill out the enclosed Contract Readiness Survey and return it at your earliest convenience. Upon receipt, we will email you a comprehensive set of contracting guidelines to assist you with the contracting process. If you have any questions or need additional information, please contact Sheryl Reed at (360) 725-3074.

Sincerely,

Diane Klontz, Assistant Director
Community Services and Housing Division

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Enclosure



To: Mayor Perry and City Councilmembers
From: Chris Larson, Contact Associate Planner
Leticia Neal, Public Works Director
Date: September 9th, 2013 Regular Session
Re: **Department of Commerce GMA Update grant**

ATTACHMENTS: Funding Notification Letter

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action: “I move to accept the offered grant funding from the Department of Commerce for updating the City’s Comprehensive Plan, in the amount of \$18,000 and authorize the Mayor to sign all necessary related documents.”

Fiscal Impact/Source of Funds: The grant money is provided by the State Department of Commerce for the 2013-15 biennium. If accepted, it will be added to the proposed 2014 budget.

Previous Council Review: None

Background: The City is eligible for \$18,000 from the State Department of Commerce to assist in the required update of the City’s Comprehensive Plan. The update is required to be completed by June 2015 (RCW 36.70A.130(5)(a)).

Discussion: Since the State has finally adopted their budget, it has been identified that money is available to small cities (less than 10,000) to assist in updating Comprehensive Plans. The City of Milton qualifies for this funding and may use the money as necessary to complete the Comprehensive Plan update. This may include assistance in preparation of the actual document, assistance by a consultant in performing studies or open houses, presentation to the Planning Commission by a consultant, or used to pay for staff time in updating the Comprehensive Plan.

As the Council recently directed staff to include a traffic study in the 2014 proposed budget, as part of the 2014 budget process, it may want to consider earmarking this grant to help offset that cost.



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

Subject: 2015 Growth Management Act (GMA) Update Grants

Dear Mayor Perry:

The City of Milton is required by RCW 36.70A.130(5)(a) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2015, to ensure they comply with the Growth Management Act (GMA). The 2013-2015 state operating budget does not provide the Department of Commerce adequate funding to provide state grants to all cities and counties required to review and update their plans and regulations, as has been the case in the past. However, grants will be available to a limited number of jurisdictions, including yours, to help them complete the GMA review and update process. The state budget directs Commerce to prioritize grants to smaller cities and counties. Commerce is offering grants to cities and towns with less than 10,000 population and counties with less than 100,000 population.

We are happy to inform you that you fall within this group of smaller jurisdictions by virtue of your population size and that \$18,000.00 has been reserved for the City of Milton a grant to assist in completing your update work. This funding is available from July 1, 2013 to June 30, 2015.

In order to receive this funding, please complete the GMA Update Grant Application materials. These materials are located on the Growth Management Services grants webpage located at <http://www.commerce.wa.gov/Services/localgovernment/GrowthManagement/Pages/Grants.aspx>. Applications will be processed as soon as they are received in our office. Funding will be available upon execution of a grant contract.

Grant applications are due to Commerce by September 30, 2013. We encourage you to submit applications sooner, as Commerce will award these grants as soon as possible after receiving a completed application.

If you need help with completing the application, especially with developing your scope of work, please contact the Growth Management Services at (360) 725-3066 during our regular business hours of Monday through Thursday, 7:00 a.m. to 6:00 p.m. If you have any questions regarding our grant programs and technical assistance, please contact Ike Nwankwo at (360) 725-3056.

Sincerely,

Leonard Bauer
Senior Managing Director, Growth Management Services

cc: Chris Larson
Maria Pierce

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