



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

**September 2, 2014**  
**Tuesday**

**Next Ordinance: 18xx-14**  
**Next Resolution: 14-1852**

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

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

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

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

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

**5. Consent Agenda**

A. Minutes – Approval of the minutes of:

- i. 8/4/14 Regular Meeting
- ii. 8/12/14 Study Session

B. Claims Approval:

- i. Approval of the checks/vouchers numbers 55492-55597 in the amount of \$ 414,584.68

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

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

Thank you.

ii. Approval of the payroll disbursement of 8/5/14 and 8/20/14 in the amount of \$ 368,349.07

C. National Recovery Month – Proclamation

D. King County Striping

**6. Public Hearing**

A. Marijuana Regulations

**7. Regular Agenda**

A. Access Tract Corridors

B. Electric Curtailment Equipment Purchase

C. New Pole Attachment Agreement

D. Council Report Protocol

**8. City Administrator Report**

**9. Council Reports**

**10. Mayor's Report**

**11. Adjournment**

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

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

Thank you.

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

| <b>September 2014</b> |         |                                  |   |
|-----------------------|---------|----------------------------------|---|
| Mon 9/08              | 7:00 pm | Study Session                    | A. Street Standards<br>B. Fire Hydrants information<br>C. Fire Marshal information  |
| Mon 9/15              | 7:00 pm | Regular Meeting                  | A. Surplus Vactor Truck – <i>Consent</i><br>B. Surplus Seized Vehicles – <i>Consent</i><br>C. 2015 Revenue Estimates & Fee Schedule Changes<br>D. Amendments to Building/Fire Codes<br>E. Amending Access Tract Code – <i>Ordinance</i><br>F. Park Levy Agreement – King County |
| <b>October 2014</b>   |         |                                  |   |
| Mon 10/06             | 7:00 pm | Regular Meeting                  | A. 3rd Qtr Financial Report<br>B. Budget Review – General Fund by Department<br>C. ADA Bathrooms  |
| Mon 10/13             | 7:00 pm | Special Meeting<br>Study Session | A. Revenue Estimates – <i>Public Hearing</i><br>B. Tax Levies for 2015 – <i>Adoption</i><br>C. Utility Collections – Amending code language to match state law<br>D. Police Vehicle Purchase Plan   |
| Mon 10/20             | 7:00 pm | Regular Meeting                  | A. 2015 Proposed Budget – <i>Public Hearing (#1)</i><br>B. Cost of Service Analysis (COSA) – Electric   |
| Mon 10/27             | 7:00 pm | <i>Tentative</i> Study Session   | A. 2015 Budget  |
| <b>November 2014</b>  |         |                                  |   |
| Mon 11/03             | 7:00 pm | Regular Meeting                  | A. Budget Review – Other Funds  |
| Mon 11/10             | 7:00 pm | Special Meeting<br>Study Session | A. 2015 Proposed Budget – <i>Public Hearing (#2)</i><br>B. Meet with Staff  |
| Mon 11/17             | 7:00 pm | Regular Meeting                  | A. 2015 Budget – <i>Final Public Hearing</i><br>B. 2015 Budget – <i>Adoption</i><br>C. Marijuana Regulations – <i>Action</i><br>D. Planning Commission 2015 Work Plan   |
| <b>December 2014</b>  |         |                                  |   |
| Mon 12/01             | 7:00 pm | Regular Meeting                  |   |
| Mon 12/08             | 7:00 pm | Study Session                    |   |
| Mon 12/15             | 7:00 pm | Regular Meeting                  |   |
| <b>January 2015</b>   |         |                                  |   |
| Mon 1/5               | 7:00 pm | Regular Meeting                  |   |
| Mon 1/12              | 7:00 pm | Study Session                    |   |
| Mon 1/19              | 7:00 pm | Regular Meeting                  |   |
| <b>February 2015</b>  |         |                                  |   |
| Mon 2/2               | 7:00 pm | Regular Meeting                  |   |
| Mon 2/9               | 7:00 pm | Study Session                    |   |
| Mon 2/16              | 7:00 pm | Regular Meeting                  |   |



**DRAFT CITY COUNCIL MINUTES**

**Regular Meeting**  
**Monday – August 4, 2014**  
**7:00 p.m.**

**CALL TO ORDER**

Mayor Perry called the meeting to order at 7:05 p.m. and led the flag salute.

**ROLL CALL**

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

Absent: Mayor Pro Tem Taylor and Councilmember Jones

**STAFF PRESENT**

City Administrator Langford, City Attorney Park, Public Works Director Neal, Finance Director Tylor, Associate Planner Larson, City Clerk Bolam

**ADDITIONS/DELETIONS**

**CITIZEN PARTICIPATION**

| <b>Speaker</b>   | <b>Address</b>                     | <b>Comments</b>   |
|------------------|------------------------------------|---|
| John Carlson     | Pastor, Sound Christian Fellowship | Expressed appreciation for the Milton Activity Center rental opportunity.   |
| Jimmy Farrell    | Relay for Life                     | Expressed appreciation for the City's Relay for Life participation – presented photo board. Raised about \$106,000 overall.   |
| Jacquelyn Whalen | 1605 13 <sup>th</sup> Ave          | July 4 – reports of few calls received may not adequately reflect the activity of the night – for example, she did not call in as she was not able to identify where the illegal fireworks were coming from.<br>July 21 – appreciates invitation of involvement for |

|  |  |  |
|--|--|--|
|  |  | <p>police chief panels – city and mayor did a great job putting the process together</p> <p>July 29 – EPFD meeting – ballot measure coming for a maintenance and operations levy for \$13.75 million, which is slightly less than the current 4-year levy.</p> |
|--|--|--|

**PRESENTATIONS AND PROCLAMATIONS**

**A. Milton Days Donation – DM Disposal**

Events Committee Chair Susan Johnson introduced Keith Kovalenko and Mark Gingrich from DM Disposal, who presented a donation check for \$3,000.00. They will have a recycling education booth.

**MOTION** (Morton/Whalen) to accept the donation of \$3,000 from DM Disposal for Milton Days. **Passed 5/0.**

**CONSENT AGENDA**

**A. Minutes**

- a. 7/21/14 Special Meeting/Study Session

**B. Claims Approval**

- a. Checks/Vouchers
- b. Payroll Disbursement

Director Tylor provided additional information as requested regarding the charge of \$13,316 to Washington Tractor.

| <b>Speaker</b>   | <b>Address</b>            | <b>Comments</b>   |
|------------------|---------------------------|---|
| Jacquelyn Whalen | 1605 13 <sup>th</sup> Ave | Corrections suggested to the minutes from July 21 – spelling of Jacki Strader’s name, and adding words to her quote, “6 gallons water <u>per plant</u> per day” |

**MOTION** (Morton/Whalen) to approve the consent agenda as corrected. **Passed 5/0.**

**REGULAR AGENDA**

Mayor Perry announced a change in agenda order, moving items F & G to the beginning, to allow Associate Planner Larson to leave the meeting earlier.

Mayor Perry drew attention to a letter received from Wallace Properties late today regarding tonight’s action items. Several moments of silence to read the letter.

**A. Comprehensive Plan Amendment Ordinance**

Planner Larson provided an overview of the packet items, the background and the proposed actions, including a potential change of name for Milltown District.

Council expressed appreciation for the work and the product presented.

**MOTION** (Whalen/Manley) to rename Milltown District to West Milton Commercial District.

Mayor Perry recessed the meeting at 7:45; called back to order at 7:54.

| <b>Speaker</b>   | <b>Address</b>            | <b>Comments</b>   |
|------------------|---------------------------|---|
| Jacquelyn Whalen | 1605 13 <sup>th</sup> Ave | Speaking as both a citizen and member of the Planning Commission, she supports this proposed renaming due to the potential case for growth of the district. |

**The motion was voted on and passed 5/0.**

**MOTION** (Morton/Whalen) to approve Ordinance 1840-14 adopting the 2013 Comprehensive Plan Amendments.

Councilmember Morton believes this is a good solid document that everyone can live with. Councilmember Whalen appreciates all input received from several sources and, referring to the Wallace letter dated today, says Council has taken these points into consideration already and remains comfortable with the document as presented.

**The motion was voted on and passed 5/0.**

**B. Uptown Design Standards Ordinance**

Planner Larson explained the packet item and recommended motion. The ordinance presented has addressed concerns from the July 9, 2014 meeting, and he explained how.

**MOTION** (Manley/Whalen) to approve Ordinance 1841-14, adopting the Uptown Design Standards and Guidelines, as amended in the errata sheets included as exhibit A to the ordinance.

Councilmember Manley said the Planning Commission and City Council have done an excellent job to address everything and produce a good document.

Attorney Park explained the solid legal stance of the document.

Council expressed appreciation for the time, energy, and expertise that staff has put into the resulting comprehensive document.

**The motion was voted on and passed 5/0.**

Mayor Perry expressed agreement with Council's comments, adding that Milton has done a better job than most jurisdictions in passing a required document.

**C. 24<sup>TH</sup> Street Watermain Replacement Bid Award**

Director Neal explained the background and staff's recommendation.

**MOTION** (Ott/Morton) to authorize the Mayor to award the construction contract for the 24<sup>th</sup> Street East Watermain Project to Campbell Shaffer LLC for a bid amount of \$236,785.36 including tax, and to sign the related contract documents. **Passed 5/0.**

**D. Overlay Project Bid Award**

Director Neal explained the problems and options with this project and staff's recommendation.

Clarifications were made regarding the potential use of REET funds.

**MOTION** (Ott/) to authorize the Mayor to award the construction contract for the TIB Overlay Program (Milton Way, Juniper to 23<sup>rd</sup> Avenue, and Taylor Street) to Tucci & Sons for a bid amount of \$1,106,100 including tax, and to sign the related contract documents, pending approval from the Transportation Improvement Board. Funding for the overrun in cost shall be split equally between REET money and General Fund ending fund balance.

There was no second to the motion.

Director Neal clarified questions regarding the four options. She emphasized that approval of the recommended action is saying Council agrees to the worst-case scenario of an approximate \$400,000 overrun, realizing that staff will do everything possible to reduce that overrun.

**MOTION** (Whalen/Morton) to authorize the Mayor to award the construction contract for the TIB Overlay Program (Milton Way, Juniper to 23<sup>rd</sup> Avenue, and Taylor Street) to Tucci & Sons for a bid amount of \$1,106,100 including tax, and to sign the related contract documents, pending approval from the Transportation Improvement Board. Funding for the overrun in cost shall be shared between REET money and General Fund ending fund balance. **Passed 5/0.**

Director Neal requested Council's direction regarding what cost-cutting measures to pursue. Councilmember Morton would not be in favor of cutting side-street approaches. Councilmember Zaroudny prefers the project moves forward in full.

Director Neal explained that she would be moving forward with Council's preferred deductions to the scope of work tomorrow. Director Tylor expressed concern over the full scope moving forward.

Mayor Perry emphasized the director's professional advice is important. Director Neal advised of her best judgment cuts, and asked Council to direct whether or not to pursue deductions to the scope of work.

**MOTION** (Whalen/Morton) to authorize the Public Works Director to make changes to the Taylor Street scope of work according to her best professional judgment.

| Speaker          | Address                   | Comments  |
|------------------|---------------------------|---|
| Jacquelyn Whalen | 1605 13 <sup>th</sup> Ave | Expressed appreciation for Council's thoughtful consideration of all options. |

**The motion was voted on and passed 5/0.**

**E. Sole Source AMR Meters Resolution**

Director Neal explained this proposed resolution.

**MOTION** (Morton/Whalen) to adopt Resolution 14-1850 waiving the competitive bidding requirements and authorizing the sole source purchase of Sensus Automated Radioread System equipment for electric meters from Hughes Supply. **Passed 5/0.**

**MOTION** (Morton/Whalen) to approve purchasing approximately \$15,000 of AMR electric meters. **Passed 5/0.**

**F. 5<sup>th</sup> Ave Stormwater Treatment Facility – House demolition contract awarded**

Director Neal explained the background and recommended action.

**MOTION** (Morton/Manley) to authorize the expenditure of funds for the demolition of the existing building at 605 5<sup>th</sup> Avenue, by Campbell Shaffer LLC for a cost not to exceed \$35,000 including tax. **Passed 5/0.**

Councilmember Morton said he's glad to see this project come forward for completion.

**G. Stormwater GIS Mapping – contract to Gray & Osborne**

Director Neal explained this 2014 budget item.

**MOTION** (Manley/Morton) to authorize the Mayor to enter into a contract with the firm Gray & Osborne, Inc. for stormwater GIS mapping services, for a cost not to exceed \$26,500. **Passed 5/0.**

## **CITY ADMINISTRATOR REPORT**

- Tomorrow is National Night Out. Officer Kidwell is working with the manager of Albertsons for a small awareness event.
- Meeting this week regarding SS911 updates.

## **COUNCIL REPORTS**

- Councilmember Zaroudny
  - Expressed sadness over the decades of landscaping and trees that were destroyed with the demolition of a home in town.
- Councilmember Manley
  - Disappointed in the quality of work of the new office space – cheapest windows possible; wire lines on the walls; etc. Requests an itemized invoice.
- Councilmember Morton
  - House with tarps on roof behind McDonald's looks like is leaking water. Director Neal acknowledges the leak and says it's on the property's line.
  - Clarification requested regarding irrigation possibilities related to Edgewood's Meridian project.
- Councilmember Ott
  - No report.
- Councilmember Whalen
  - Will be out of town next Monday, August 11.

## **MAYOR'S REPORT**

- Police interviews went very well, with a lot of citizen and staff input. A decision has been made, subject to the background investigation.

## **ADJOURNMENT**

Adjourned at 10:10 p.m.

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Debra Perry, Mayor

ATTEST:

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Katie Bolam, City Clerk



**DRAFT CITY COUNCIL MINUTES**

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**Study Session**  
**Monday – August 11, 2014**  
**7:00 p.m.**

**CALL TO ORDER**

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

**ROLL CALL**

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

Absent: Councilmember Whalen – **MOTION** (Taylor/Jones) to excuse – **Passed 6/0.**

**STAFF PRESENT**

City Administrator Langford, City Attorney Snyder, Public Works Director Neal, Finance Director Tylor, City Clerk Bolam, Building Official Dana Herron

**ACTION ITEMS**

A. Meet with Staff – Building Official

Director Neal introduced Dana Herron, Milton's Building Official. Mr. Herron shared information about his background and day-to-day job and responsibilities, and answered Council's questions. Discussion regarding staffing levels ensued.

B. Electrical System Plan Update

Director Neal introduced the president of EES Consulting, Gary Soleba, who presented on the electric system plan update and the three available scenarios for the development of the Cost of Service Analysis.

Mayor Perry asked for the consultant's advice, which is to purchase the substation before BPA rebuilds it, likely to be in the next 3-5 years.

A brief question-and-answer time ensued.

Mayor called for a recess at 8:38; called back to order at 8:48 pm.

### C. Marijuana Regulations Discussion

City Attorney Snyder provided a power point presentation on the current status of the marijuana laws and local communities' actions.

Some question-and-answer time ensued.

Mayor Perry asked Council to round-table any questions/comments they have on all of tonight's topics.

Councilmember Zaroudny

- Dana's info was interesting – need to look at help for that department
- Power – buying substation is in the cards – space out the increases
- Marijuana – ultimately supports legalizing in Milton, but best to stay out for now

Councilmember Manley

- Agrees with Councilmember Zaroudny's comments.

Councilmember Morton

- Dana – great to have staff present for better understanding
- Power – best to purchase substation, either now or after BPA repairs – best interest for city to keep the electric utility – formalize tie with Tacoma
- Marijuana – supports presence in the city at some level, but unsure of where/how

Mayor Pro Tem Taylor

- Agrees with previous comments
- Enterprise funds a lifesaver through the recession – should not sell – supports a more immediate purchase

Councilmember Ott

- Power – spot-on presentation – supports purchase of substation sooner than later
- Marijuana – cannot approve legalization in the city – too many federal regulations

Councilmember Jones

- Dana – wants to get staffing help for that department
- Power – supports purchasing and rebuilding substation soon, and formalizing tie with Tacoma
- Marijuana – would support allowing with correct zoning and without draining our power – would also support banning based on federal action

### D. Council Report Protocol

Council agreed to postpone this discussion until September.

**ADJOURNMENT**

Adjourned at 10:00 p.m.

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Debra Perry, Mayor

ATTEST:

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Katie Bolam, City Clerk

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     |
|-----------|--------------------------|------------|
| 7/29/2014 | ACH Online               | 73,267.80  |
| 8/6/2014  | 55492-55531              | 48,483.25  |
| 8/8/2014  | 55532-55543 & ACH Online | 200,154.90 |
| 8/11/2014 | 55544                    | 110.00     |
| 8/15/2014 | 55545-55553              | 5,822.20   |
| 8/18/2014 | 55554-55555 & ACH Online | 11,202.96  |
| 8/19/2014 | 55556-55593              | 75,406.83  |
| 8/21/2014 | 55596-55597              | 136.74     |

| Date      | Check #              | Amount     |
|-----------|----------------------|------------|
| 8/4/2014  | 3747                 | 2,304.37   |
| 8/4/2014  | 3748                 | 1,984.32   |
| 8/5/2014  | ACH (Direct Deposit) | 96,215.04  |
| 8/5/2014  | 3749-3750            | 2,074.80   |
| 8/5/2014  | ACH (Benefits)       | 123,318.06 |
| 8/5/2014  | 3751-3756            | 3,527.78   |
| 8/20/2014 | 3757-3758            | 2,003.42   |
| 8/20/2014 | ACH (Direct Deposit) | 87,664.35  |
| 8/20/2014 | 3759-3760            | 617.34     |
| 8/20/2014 | ACH (Benefits)       | 48,639.59  |

**Total Accounts Payable: \$ 414,584.68**

**Total Payroll: \$ 368,349.07**

Void Check 55544, 55230, 54742,  
 55551, 55507, 55305

Printer Error 55594, 55595

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:

**\$782,933.75**

Dated:

**September 2, 2014**

\_\_\_\_\_  
 COUNCILMEMBER

\_\_\_\_\_  
 COUNCILMEMBER

\_\_\_\_\_  
 COUNCILMEMBER

\_\_\_\_\_  
 COUNCILMEMBER

# Accounts Payable



| Check # | Name                                    | Date      | Department       | Account #         | Invoice #   | Description                          | Amount              |
|---------|---|-----------|------------------|-------------------|-------------|--------------------------------------|---------------------|
| 0       | Allen Sandra                            | 7/29/2014 | Court            | 001-12-512-500-41 | 14-Jul      | Judge Services July 2014             | \$ 4,000.00         |
|         | <b>Allen Sandra Total</b>               |           |                  |                   |             |                                      | <b>\$ 4,000.00</b>  |
| 0       | Dept of L&I WA State                    | 7/29/2014 | General Fund     | 001-00-231-500-11 | 2nd Qtr L&I | L&I 2nd Qtr 2014                     | \$ 33,499.20        |
|         | <b>Dept of L&amp;I WA State Total</b>   |           |                  |                   |             |                                      | <b>\$ 33,499.20</b> |
| 0       | Dept of Revenue WA State                | 7/29/2014 | General Fund     | 001-00-586-001-00 | 71114       | Sales Tax Received                   | \$ 16.77            |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Employee Benefit | 001-17-517-302-49 | 71114       | Tax Owed Character Construction #141 | \$ 201.87           |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Facilities       | 001-18-518-300-31 | 71114       | Tax Owed Disability Systems #I02532  | \$ 6.96             |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Police           | 001-21-521-200-31 | 71114       | Tax Owed Performance CPR 201417      | \$ 28.20            |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Police           | 001-21-521-200-35 | 71114       | Tax Owed Amazon #111.6988659.7740226 | \$ 8.98             |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Police           | 001-21-521-200-35 | 71114       | Tax Owed Proforce #206326            | \$ 11.81            |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Police           | 001-21-521-200-35 | 71114       | Tax Owed Proforce #204014            | \$ 80.88            |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Police           | 001-21-521-200-48 | 71114       | Tax Owed Lock Doctor                 | \$ 9.68             |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Community Event  | 116-79-573-901-31 | 71114       | Tax Paid in Error                    | \$ (62.28)          |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Electric         | 401-31-533-100-53 | 71114       | Excise Tax                           | \$ 13,281.40        |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Electric         | 401-32-533-500-31 | 71114       | Tax Owed Tac Power #90558106         | \$ 15.47            |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Electric         | 401-32-533-501-33 | 71114       | Tax Owed AM conservation #T00005356  | \$ 176.63           |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Water            | 403-33-534-100-53 | 71114       | Excise Tax                           | \$ 7,496.40         |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Storm            | 406-37-553-310-53 | 71114       | Excise Tax                           | \$ 1,193.63         |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Motor Pool       | 501-00-548-300-31 | 71114       | Tax Owed Summit Racing #1299450      | \$ 5.63             |
| 0       | Dept of Revenue WA State                | 7/29/2014 | Motor Pool       | 501-00-548-300-31 | 71114       | Tax Owed Partstree #4207957          | \$ 10.34            |
|         | <b>Dept of Revenue WA State Total</b>   |           |                  |                   |             |                                      | <b>\$ 22,482.37</b> |
| 0       | Lakehaven Utility District              | 7/29/2014 | Water            | 403-34-534-550-47 | 7162014     | Utilities -Intertie Chrg             | \$ 905.84           |
|         | <b>Lakehaven Utility District Total</b> |           |                  |                   |             |                                      | <b>\$ 905.84</b>    |
| 0       | Ogden Murphy Wallace                    | 7/29/2014 | Legal            | 001-15-515-200-41 | 713307      | DOJ Complaint                        | \$ 189.00           |
| 0       | Ogden Murphy Wallace                    | 7/29/2014 | Legal            | 001-15-515-200-41 | 713307      | Jovita Condemnation                  | \$ 288.00           |
| 0       | Ogden Murphy Wallace                    | 7/29/2014 | Legal            | 001-15-515-200-41 | 713306      | Routine Services                     | \$ 8,932.50         |
|         | <b>Ogden Murphy Wallace Total</b>       |           |                  |                   |             |                                      | <b>\$ 9,409.50</b>  |
| 0       | Shell Fleet Plus                        | 7/29/2014 | Facilities       | 001-18-518-300-32 | 9-070614    | Fuel                                 | \$ 60.15            |
| 0       | Shell Fleet Plus                        | 7/29/2014 | Police           | 001-21-521-200-32 | 14-070614   | Fuel                                 | \$ 37.33            |
| 0       | Shell Fleet Plus                        | 7/29/2014 | Police           | 001-21-521-200-32 | 24-070614   | Fuel                                 | \$ 62.90            |
| 0       | Shell Fleet Plus                        | 7/29/2014 | Parks            | 001-76-576-600-32 | 9-070614    | Fuel                                 | \$ 180.46           |
| 0       | Shell Fleet Plus                        | 7/29/2014 | Street           | 101-00-542-900-32 | 7-070614    | Fuel                                 | \$ 22.51            |
| 0       | Shell Fleet Plus                        | 7/29/2014 | Street           | 101-00-542-900-32 | 3-070614    | Fuel                                 | \$ 33.01            |



| Check # | Name                                       | Date      | Department   | Account #         | Invoice #  | Description                        | Amount              |
|---------|--|-----------|--------------|-------------------|------------|------------------------------------|---------------------|
| 0       | Shell Fleet Plus                           | 7/29/2014 | Street       | 101-00-542-900-32 | 12-070614  | Fuel                               | \$ 44.49            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Street       | 101-00-542-900-32 | 6-070614   | Fuel                               | \$ 55.73            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Street       | 101-00-542-900-32 | 1-070614   | Fuel                               | \$ 65.73            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Street       | 101-00-542-900-32 | 10-070614  | Fuel                               | \$ 167.64           |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Electric     | 401-32-533-500-32 | 5-070614   | Fuel Credit                        | \$ (11.23)          |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Electric     | 401-32-533-500-32 | 5-070614   | Fuel                               | \$ 148.34           |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Electric     | 401-32-533-500-32 | 8-070614   | Fuel                               | \$ 605.67           |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Water        | 403-34-534-500-32 | 5-070614   | Fuel Credit                        | \$ (11.24)          |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Water        | 403-34-534-500-32 | 7-070614   | Fuel                               | \$ 45.00            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Water        | 403-34-534-500-32 | 3-070614   | Fuel                               | \$ 66.00            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Water        | 403-34-534-500-32 | 12-070614  | Fuel                               | \$ 88.97            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Water        | 403-34-534-500-32 | 6-070614   | Fuel                               | \$ 111.43           |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Water        | 403-34-534-500-32 | 1-070614   | Fuel                               | \$ 131.46           |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Water        | 403-34-534-500-32 | 5-070614   | Fuel                               | \$ 148.34           |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Water        | 403-34-534-500-32 | 10-070614  | Fuel                               | \$ 335.29           |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Water        | 403-34-534-550-32 | 4-070614   | Fuel                               | \$ 193.83           |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Storm        | 406-38-553-350-32 | 7-070614   | Fuel                               | \$ 22.49            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Storm        | 406-38-553-350-32 | 3-070614   | Fuel                               | \$ 33.01            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Storm        | 406-38-553-350-32 | 12-070614  | Fuel                               | \$ 44.49            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Storm        | 406-38-553-350-32 | 6-070614   | Fuel                               | \$ 55.71            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Storm        | 406-38-553-350-32 | 1-070614   | Fuel                               | \$ 65.73            |
| 0       | Shell Fleet Plus                           | 7/29/2014 | Storm        | 406-38-553-350-32 | 10-070614  | Fuel                               | \$ 167.65           |
|         | <b>Shell Fleet Plus Total</b>              |           |              |                   |            |                                    | <b>\$ 2,970.89</b>  |
|         | <b>7/29/2014 Total</b>                     |           |              |                   |            |                                    | <b>\$ 73,267.80</b> |
| 55492   | Altec Industries Inc.                      | 8/6/2014  | Electric     | 401-32-533-500-31 | 10255103   | Hook & Wire Puller                 | \$ 195.74           |
|         | <b>Altec Industries Inc. Total</b>         |           |              |                   |            |                                    | <b>\$ 195.74</b>    |
| 55493   | Associated Petroleum Products              | 8/6/2014  | Parks        | 001-76-576-600-32 | 0608031-IN | ULSD #2 Dyed                       | \$ 354.75           |
| 55493   | Associated Petroleum Products              | 8/6/2014  | Street       | 101-00-542-900-32 | 0608031-IN | ULSD #2 Dyed                       | \$ 532.21           |
| 55493   | Associated Petroleum Products              | 8/6/2014  | Water        | 403-34-534-500-32 | 0608031-IN | ULSD #2 Dyed                       | \$ 532.14           |
|         | <b>Associated Petroleum Products Total</b> |           |              |                   |            |                                    | <b>\$ 1,419.10</b>  |
| 55494   | Auburn (City of)                           | 8/6/2014  | General Fund | 001-19-518-800-41 | 14-027324  | Startup IT Fees                    | \$ 1,500.00         |
|         | <b>Auburn (City of) Total</b>              |           |              |                   |            |                                    | <b>\$ 1,500.00</b>  |
| 55495   | Center Electric Inc.                       | 8/6/2014  | Water        | 403-34-534-550-48 | 59115      | 20th Booster Station Motor Repair  | \$ 1,615.47         |
|         | <b>Center Electric Inc. Total</b>          |           |              |                   |            |                                    | <b>\$ 1,615.47</b>  |
| 55496   | CenturyLink                                | 8/6/2014  | General Fund | 001-19-528-800-42 | 71414      | Phones                             | \$ 105.53           |
| 55496   | CenturyLink                                | 8/6/2014  | Police       | 001-21-521-200-42 | 71414      | Phones                             | \$ 105.52           |
|         | <b>CenturyLink Total</b>                   |           |              |                   |            |                                    | <b>\$ 211.05</b>    |
| 55497   | Chuckals                                   | 8/6/2014  | General Fund | 001-19-518-900-31 | 788902-0   | Phone Rest, Copy Paper & Envelopes | \$ 324.88           |



| Check #   | Name                           | Date     | Department       | Account #         | Invoice #      | Description   | Amount             |
|---|--------------------------------|----------|------------------|-------------------|----------------|---|--------------------|
| 55497   | Chuckals                       | 8/6/2014 | Police           | 001-21-521-200-31 | 788360-0       | Business Cards - Hobbs  | \$ 73.78           |
| 55497   | Chuckals                       | 8/6/2014 | Electric         | 401-30-533-110-31 | 788902-0       | Phone Rest, Copy Paper & Envelopes                            | \$ 131.98          |
| 55497   | Chuckals                       | 8/6/2014 | Water            | 403-30-534-110-31 | 788902-0       | Phone Rest, Copy Paper & Envelopes                            | \$ 120.01          |
| 55497   | Chuckals                       | 8/6/2014 | Storm            | 406-30-553-110-31 | 788902-0       | Phone Rest, Copy Paper & Envelopes                            | \$ 64.55           |
| <b>Chuckals Total</b>                             |                                |          |                  |                   |                |   | <b>\$ 715.20</b>   |
| 55498   | Clover Creek Electric Inc      | 8/6/2014 | Capital Projects | 310-99-594-500-62 | 22063          | Demo Fuse Panel and Install New 100 Amp Panel - Executive Off | \$ 2,263.49        |
| <b>Clover Creek Electric Inc Total</b>            |                                |          |                  |                   |                |   | <b>\$ 2,263.49</b> |
| 55499   | Daily Journal Of Commerce      | 8/6/2014 | Water            | 403-99-594-100-63 | 3290384        | 24th Street E Water Main                                      | \$ 357.20          |
| <b>Daily Journal Of Commerce Total</b>            |                                |          |                  |                   |                |   | <b>\$ 357.20</b>   |
| 55500   | Data Bar Incorporated          | 8/6/2014 | Electric         | 401-30-533-110-49 | 209555         | Past Due Statements   | \$ 262.22          |
| 55500   | Data Bar Incorporated          | 8/6/2014 | Electric         | 401-30-533-110-49 | 209602         | Billing Statements  | \$ 1,566.47        |
| 55500   | Data Bar Incorporated          | 8/6/2014 | Water            | 403-30-534-110-49 | 209555         | Past Due Statements   | \$ 217.44          |
| 55500   | Data Bar Incorporated          | 8/6/2014 | Water            | 403-30-534-110-49 | 209602         | Billing Statements  | \$ 1,299.02        |
| 55500   | Data Bar Incorporated          | 8/6/2014 | Storm            | 406-30-553-110-49 | 209555         | Past Due Statements   | \$ 159.89          |
| 55500   | Data Bar Incorporated          | 8/6/2014 | Storm            | 406-30-553-110-49 | 209602         | Billing Statements  | \$ 955.16          |
| <b>Data Bar Incorporated Total</b>                |                                |          |                  |                   |                |   | <b>\$ 4,460.20</b> |
| 55501   | Dept of Employment Security WA | 8/6/2014 | Employee Benefit | 001-17-517-780-24 | 63014          | 2nd Qtr Unemployment  | \$ 4,649.28        |
| <b>Dept of Employment Security WA State Total</b> |                                |          |                  |                   |                |   | <b>\$ 4,649.28</b> |
| 55502   | Dept of Revenue WA State       | 8/6/2014 | Finance          | 001-14-514-230-49 | 2709-2014-Qtr2 | 2nd Qtr Business Licensing CC Fees                            | \$ 143.29          |
| <b>Dept of Revenue WA State Total</b>             |                                |          |                  |                   |                |   | <b>\$ 143.29</b>   |
| 55503   | Efficiency Inc.                | 8/6/2014 | General Fund     | 001-19-518-900-48 | 694814         | Annual Maintenance Agreement                                  | \$ 679.38          |
| <b>Efficiency Inc. Total</b>                      |                                |          |                  |                   |                |   | <b>\$ 679.38</b>   |
| 55504   | EVERGREEN EQUIPMENT CO INC     | 8/6/2014 | Street           | 101-00-542-900-31 | 80677          | Synthetic Oil and Trim Line                                   | \$ 110.16          |
| 55504   | EVERGREEN EQUIPMENT CO INC     | 8/6/2014 | Water            | 403-34-534-500-31 | 80677          | Synthetic Oil and Trim Line                                   | \$ 110.17          |
| 55504   | EVERGREEN EQUIPMENT CO INC     | 8/6/2014 | Storm            | 406-38-553-350-31 | 80677          | Synthetic Oil and Trim Line                                   | \$ 110.16          |
| <b>EVERGREEN EQUIPMENT CO INC Total</b>           |                                |          |                  |                   |                |   | <b>\$ 330.49</b>   |
| 55505   | Fife Service & Towing          | 8/6/2014 | Police           | 001-21-521-200-41 | 324192         | Tow and Storage Fee   | \$ 563.96          |
| <b>Fife Service &amp; Towing Total</b>            |                                |          |                  |                   |                |   | <b>\$ 563.96</b>   |
| 55506   | Fire King of Seattle Inc.      | 8/6/2014 | Water            | 403-34-534-500-31 | POS 1635       | Safety Glasses  | \$ 16.72           |
| <b>Fire King of Seattle Inc. Total</b>            |                                |          |                  |                   |                |   | <b>\$ 16.72</b>    |
| 55507   | Glock                          | 8/6/2014 | Police           | 001-21-521-201-31 | 845082         | Ammunition  | \$ 700.16          |
| <b>Glock Total</b>                                |                                |          |                  |                   |                |   | <b>\$ 700.16</b>   |
| 55508   | Gray & Osborne Inc             | 8/6/2014 | Capital Projects | 310-99-595-200-63 | 13594.00-9     | Milton Way Ped Imps (17th to 22nd)                            | \$ 271.92          |
| 55508   | Gray & Osborne Inc             | 8/6/2014 | Water            | 403-99-594-200-63 | 13602.00-7     | 24th Street East Water Main                                   | \$ 167.21          |



| Check # | Name  | Date     | Department       | Account #         | Invoice #  | Description                                     | Amount              |
|---------|---|----------|------------------|-------------------|------------|---|---------------------|
| 55508   | Gray & Osborne Inc                              | 8/6/2014 | Capital Projects | 407-99-595-100-63 | 14413.00-7 | Stormwater LID Retrofit Projects                | \$ 12,880.66        |
|         | <b>Gray &amp; Osborne Inc Total</b>             |          |                  |                   |            |   | <b>\$ 13,319.79</b> |
| 55509   | Hardin Arnold                                   | 8/6/2014 | Planning         | 001-00-345-831-00 | 72914      | Plan Review Fee Refund                          | \$ 591.65           |
|         | <b>Hardin Arnold Total</b>                      |          |                  |                   |            |   | <b>\$ 591.65</b>    |
| 55510   | HD Fowler                                       | 8/6/2014 | Parks            | 001-76-576-600-31 | 13691646   | Irrigation Supplies - Triangle Park             | \$ 44.99            |
|         | <b>HD Fowler Total</b>                          |          |                  |                   |            |   | <b>\$ 44.99</b>     |
| 55511   | HD Supply Power Solutions                       | 8/6/2014 | Electric         | 401-32-533-500-31 | 2555627-01 | Insulator Spools                                | \$ 37.55            |
|         | <b>HD Supply Power Solutions Total</b>          |          |                  |                   |            |   | <b>\$ 37.55</b>     |
| 55512   | HD Supply Waterworks Ltd.                       | 8/6/2014 | Water            | 403-34-534-500-31 | C726825    | Valve Boxes and Gaskets                         | \$ 777.42           |
| 55512   | HD Supply Waterworks Ltd.                       | 8/6/2014 | Water            | 403-34-534-500-31 | C661012    | Asst. Brass Connectors, Nipples, Pipes & Paint  | \$ 5,935.85         |
|         | <b>HD Supply Waterworks Ltd. Total</b>          |          |                  |                   |            |   | <b>\$ 6,713.27</b>  |
| 55513   | Larsco  | 8/6/2014 | Motor Pool       | 501-00-548-300-31 | 1080012-01 | Cable Ties                                      | \$ 20.64            |
|         | <b>Larsco Total</b>                             |          |                  |                   |            |   | <b>\$ 20.64</b>     |
| 55514   | McCawso Designs                                 | 8/6/2014 | Community Event  | 116-79-573-901-31 | 261442     | Blue Numbers for Milton Days Banner Date Change | \$ 52.51            |
|         | <b>McCawso Designs Total</b>                    |          |                  |                   |            |   | <b>\$ 52.51</b>     |
| 55515   | News Tribune                                    | 8/6/2014 | Admin            | 001-13-513-100-41 | 1150878-01 | Special Community Meeting Notice 7/21           | \$ 80.62            |
| 55515   | News Tribune                                    | 8/6/2014 | Admin            | 001-13-513-100-41 | 1121892-01 | Special Meeting in Lieu of Study Session 7/14   | \$ 37.74            |
|         | <b>News Tribune Total</b>                       |          |                  |                   |            |   | <b>\$ 118.36</b>    |
| 55516   | Perry Debra                                     | 8/6/2014 | General Fund     | 001-19-518-100-43 | 80514      | Background Check Expenses Reimbursed            | \$ 198.67           |
|         | <b>Perry Debra Total</b>                        |          |                  |                   |            |   | <b>\$ 198.67</b>    |
| 55517   | Pierce County Budget & Finance                  | 8/6/2014 | Police           | 001-21-523-600-51 | AR159562   | Jail Services April 2014                        | \$ 92.00            |
| 55517   | Pierce County Budget & Finance                  | 8/6/2014 | Street           | 101-00-542-900-48 | AR161248   | Traffic Signal Maintenance June 2014            | \$ 514.43           |
|         | <b>Pierce County Budget &amp; Finance Total</b> |          |                  |                   |            |   | <b>\$ 606.43</b>    |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Admin            | 001-13-513-100-48 | IN18634    | Copier Maintenance                              | \$ 29.83            |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Finance          | 001-14-514-230-48 | IN18634    | Copier Maintenance                              | \$ 66.48            |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Facilities       | 001-18-518-300-48 | IN18634    | Copier Maintenance                              | \$ 4.26             |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Building         | 001-24-558-500-48 | IN18634    | Copier Maintenance                              | \$ 46.88            |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Engineering      | 001-32-532-100-48 | IN18634    | Copier Maintenance                              | \$ 12.78            |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Planning         | 001-58-558-600-48 | IN18634    | Copier Maintenance                              | \$ 42.62            |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Street           | 101-00-542-900-48 | IN18634    | Copier Maintenance                              | \$ 12.79            |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Electric         | 401-30-533-110-48 | IN18634    | Copier Maintenance                              | \$ 45.60            |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Electric         | 401-31-533-100-48 | IN18634    | Copier Maintenance                              | \$ 19.18            |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Water            | 403-30-534-110-48 | IN18634    | Copier Maintenance                              | \$ 45.61            |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Water            | 403-33-534-100-48 | IN18634    | Copier Maintenance                              | \$ 19.17            |
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Storm            | 406-30-553-110-48 | IN18634    | Copier Maintenance                              | \$ 25.57            |



| Check # | Name  | Date     | Department       | Account #         | Invoice #  | Description  | Amount             |
|---------|---|----------|------------------|-------------------|------------|--|--------------------|
| 55518   | Preferred Copier Systems                        | 8/6/2014 | Storm            | 406-37-553-310-48 | IN18634    | Copier Maintenance   | \$ 55.41           |
|         | <b>Preferred Copier Systems Total</b>           |          |                  |                   |            |  | <b>\$ 426.18</b>   |
| 55519   | Pro-Build                                       | 8/6/2014 | Facilities       | 001-18-518-300-31 | 1366938    | Pull Saw and Knife   | \$ 25.57           |
| 55519   | Pro-Build                                       | 8/6/2014 | Parks            | 001-76-576-600-31 | 1367627    | 2 x10 Boards   | \$ 28.71           |
| 55519   | Pro-Build                                       | 8/6/2014 | Capital Projects | 310-99-594-500-62 | 1366922    | Assorted Tape - Executive Office Remodel                   | \$ 15.94           |
|         | <b>Pro-Build Total</b>                          |          |                  |                   |            |  | <b>\$ 70.22</b>    |
| 55520   | Prof Claims Intervention Svcs                   | 8/6/2014 | Employee Benefit | 001-17-517-670-41 | 4709       | Claim Mgt Fee  | \$ 1,000.00        |
|         | <b>Prof Claims Intervention Svcs Total</b>      |          |                  |                   |            |  | <b>\$ 1,000.00</b> |
| 55521   | Puyallup City of                                | 8/6/2014 | Court            | 001-12-512-500-51 | AR110231   | Probation - 2nd Qtr  | \$ 78.75           |
| 55521   | Puyallup City of                                | 8/6/2014 | Court            | 001-12-512-500-51 | AR110231   | Pro Tem Svcs - 2nd Qtr                                     | \$ 385.00          |
| 55521   | Puyallup City of                                | 8/6/2014 | Court            | 001-12-512-500-51 | AR110231   | Interpreters - 2nd Qtr                                     | \$ 1,783.25        |
| 55521   | Puyallup City of                                | 8/6/2014 | Police           | 001-21-523-600-51 | AR110229   | Jail Services June 2014                                    | \$ 325.00          |
|         | <b>Puyallup City of Total</b>                   |          |                  |                   |            |  | <b>\$ 2,572.00</b> |
| 55522   | Rainier Lighting & Elec Supply                  | 8/6/2014 | Community Event  | 116-79-573-901-31 | 332013-1   | ElectricSupplies Milton Days                               | \$ 912.85          |
|         | <b>Rainier Lighting &amp; Elec Supply Total</b> |          |                  |                   |            |  | <b>\$ 912.85</b>   |
| 55523   | Secoma Fence Inc.                               | 8/6/2014 | Storm            | 406-38-553-350-31 | 10155      | Fencing Materials  | \$ 133.21          |
|         | <b>Secoma Fence Inc. Total</b>                  |          |                  |                   |            |  | <b>\$ 133.21</b>   |
| 55524   | Sterling Heights Homeowners                     | 8/6/2014 | Facility Rental  | 650-00-218-010-00 | 406480     | Key & Building Deposit Refund - 7/23/14 Rental             | \$ 250.00          |
|         | <b>Sterling Heights Homeowners Total</b>        |          |                  |                   |            |  | <b>\$ 250.00</b>   |
| 55525   | Systems For Public Safety                       | 8/6/2014 | Police           | 001-21-521-200-48 | 24483      | Lube Oil and Filter, Windshield Trim Repair, Bulb & Switch | \$ 236.25          |
|         | <b>Systems For Public Safety Total</b>          |          |                  |                   |            |  | <b>\$ 236.25</b>   |
| 55526   | Titus-Will Ford                                 | 8/6/2014 | Motor Pool       | 501-00-548-300-48 | FOCS886317 | Repair Faulty Blinker and Switch                           | \$ 131.54          |
| 55526   | Titus-Will Ford                                 | 8/6/2014 | Motor Pool       | 501-00-548-300-48 | FOCS886317 | Repair Faulty Blinker and Switch                           | \$ 131.55          |
|         | <b>Titus-Will Ford Total</b>                    |          |                  |                   |            |  | <b>\$ 263.09</b>   |
| 55527   | Unifirst Corporation                            | 8/6/2014 | Facilities       | 001-18-518-300-22 | 3301012463 | Uniform Svcs   | \$ 4.16            |
| 55527   | Unifirst Corporation                            | 8/6/2014 | Parks            | 001-76-576-600-22 | 3301012463 | Uniform Svcs   | \$ 9.72            |
| 55527   | Unifirst Corporation                            | 8/6/2014 | Street           | 101-00-542-900-22 | 3301012463 | Uniform Svcs   | \$ 40.68           |
| 55527   | Unifirst Corporation                            | 8/6/2014 | Electric         | 401-32-533-500-22 | 3301012463 | Uniform Svcs   | \$ 2.98            |
| 55527   | Unifirst Corporation                            | 8/6/2014 | Electric         | 401-32-533-500-22 | 3301012552 | Uniform Svcs   | \$ 349.24          |
| 55527   | Unifirst Corporation                            | 8/6/2014 | Water            | 403-34-534-500-22 | 3301012552 | Uniform Svcs   | \$ 31.75           |
| 55527   | Unifirst Corporation                            | 8/6/2014 | Water            | 403-34-534-500-22 | 3301012463 | Uniform Svcs   | \$ 85.34           |
| 55527   | Unifirst Corporation                            | 8/6/2014 | Storm            | 406-38-553-350-22 | 3301012463 | Uniform Svcs   | \$ 15.88           |
| 55527   | Unifirst Corporation                            | 8/6/2014 | Motor Pool       | 501-00-548-300-22 | 3301012463 | Uniform Svcs   | \$ 59.54           |
|         | <b>Unifirst Corporation Total</b>               |          |                  |                   |            |  | <b>\$ 599.29</b>   |
| 55528   | Unum Life Insurance                             | 8/6/2014 | Employee Benefit | 001-17-517-381-46 | 71814      | Leoff Life Ins   | \$ 97.70           |



| Check #                                     | Name                           | Date     | Department   | Account #         | Invoice #    | Description   | Amount               |
|---|--------------------------------|----------|--------------|-------------------|--------------|---|----------------------|
| <b>Unum Life Insurance Total</b>            |                                |          |              |                   |              |   | <b>\$ 97.70</b>      |
| 55529                                       | Water Management Laboratories  | 8/6/2014 | Water        | 403-34-534-550-41 | 132316       | Water Testing                                       | \$ 131.00            |
| <b>Water Management Laboratories Total</b>  |                                |          |              |                   |              |   | <b>\$ 131.00</b>     |
| 55530                                       | Williams Oil Filter Service    | 8/6/2014 | Motor Pool   | 501-00-548-300-31 | 125139       | Hydraulic Hose                                      | \$ 8.50              |
| 55530                                       | Williams Oil Filter Service    | 8/6/2014 | Motor Pool   | 501-00-548-300-31 | 125139       | Hydraulic Hose                                      | \$ 14.17             |
| 55530                                       | Williams Oil Filter Service    | 8/6/2014 | Motor Pool   | 501-00-548-300-31 | 125139       | Hydraulic Hose                                      | \$ 14.17             |
| 55530                                       | Williams Oil Filter Service    | 8/6/2014 | Motor Pool   | 501-00-548-300-31 | 125139       | Hydraulic Hose                                      | \$ 19.84             |
| 55530                                       | Williams Oil Filter Service    | 8/6/2014 | Motor Pool   | 501-00-548-300-31 | 124797       | Hydraulic Hose                                      | \$ 24.78             |
| 55530                                       | Williams Oil Filter Service    | 8/6/2014 | Motor Pool   | 501-00-548-300-31 | 124797       | Hydraulic Hose                                      | \$ 41.30             |
| 55530                                       | Williams Oil Filter Service    | 8/6/2014 | Motor Pool   | 501-00-548-300-31 | 124797       | Hydraulic Hose                                      | \$ 41.30             |
| 55530                                       | Williams Oil Filter Service    | 8/6/2014 | Motor Pool   | 501-00-548-300-31 | 124797       | Hydraulic Hose                                      | \$ 57.81             |
| <b>Williams Oil Filter Service Total</b>    |                                |          |              |                   |              |   | <b>\$ 221.87</b>     |
| 55531                                       | Wright Elizabeth               | 8/6/2014 | General Fund | 001-00-389-000-02 | 5877927482   | Refund of Checkfree Payment Rcvd for Milton FLORIDA | \$ 45.00             |
| <b>Wright Elizabeth Total</b>               |                                |          |              |                   |              |   | <b>\$ 45.00</b>      |
| <b>8/6/2014 Total</b>                       |                                |          |              |                   |              |   | <b>\$ 48,483.25</b>  |
| 0   | Bonneville PowerAdministration | 8/8/2014 | Electric     | 401-32-533-500-33 | June14-Pat01 | Power & Transmission Bill                           | \$ 150,528.00        |
| <b>Bonneville PowerAdministration Total</b> |                                |          |              |                   |              |   | <b>\$ 150,528.00</b> |
| 0   | Comcast                        | 8/8/2014 | Admin        | 001-13-513-100-42 | 30554805     | Monthly Trunk Lines                                 | \$ 19.46             |
| 0   | Comcast                        | 8/8/2014 | Admin        | 001-13-513-100-42 | 70714        | Internet/Phone Service                              | \$ 25.92             |
| 0   | Comcast                        | 8/8/2014 | Finance      | 001-14-514-230-42 | 30554805     | Monthly Trunk Lines                                 | \$ 15.57             |
| 0   | Comcast                        | 8/8/2014 | Finance      | 001-14-514-230-42 | 70714        | Internet/Phone Service                              | \$ 20.73             |
| 0   | Comcast                        | 8/8/2014 | Facilities   | 001-18-518-300-42 | 30554805     | Monthly Trunk Lines                                 | \$ 3.90              |
| 0   | Comcast                        | 8/8/2014 | Facilities   | 001-18-518-300-42 | 70714        | Internet/Phone Service                              | \$ 5.18              |
| 0   | Comcast                        | 8/8/2014 | Police       | 001-21-521-200-42 | 71614        | PD Cable  | \$ 10.00             |
| 0   | Comcast                        | 8/8/2014 | Police       | 001-21-521-200-42 | 30554805     | Monthly Trunk Lines                                 | \$ 120.67            |
| 0   | Comcast                        | 8/8/2014 | Police       | 001-21-521-200-42 | 70714        | Internet/Phone Service                              | \$ 160.65            |
| 0   | Comcast                        | 8/8/2014 | Building     | 001-24-558-500-42 | 30554805     | Monthly Trunk Lines                                 | \$ 11.68             |
| 0   | Comcast                        | 8/8/2014 | Building     | 001-24-558-500-42 | 70714        | Internet/Phone Service                              | \$ 15.55             |
| 0   | Comcast                        | 8/8/2014 | Engineering  | 001-32-532-100-42 | 30554805     | Monthly Trunk Lines                                 | \$ 3.89              |
| 0   | Comcast                        | 8/8/2014 | Engineering  | 001-32-532-100-42 | 70714        | Internet/Phone Service                              | \$ 5.18              |
| 0   | Comcast                        | 8/8/2014 | Planning     | 001-58-558-600-42 | 30554805     | Monthly Trunk Lines                                 | \$ 7.79              |
| 0   | Comcast                        | 8/8/2014 | Planning     | 001-58-558-600-42 | 70714        | Internet/Phone Service                              | \$ 10.36             |
| 0   | Comcast                        | 8/8/2014 | Parks        | 001-76-576-600-42 | 30554805     | Monthly Trunk Lines                                 | \$ 7.79              |
| 0   | Comcast                        | 8/8/2014 | Parks        | 001-76-576-600-42 | 70714        | Internet/Phone Service                              | \$ 10.36             |
| 0   | Comcast                        | 8/8/2014 | Street       | 101-00-542-900-42 | 30554805     | Monthly Trunk Lines                                 | \$ 19.46             |
| 0   | Comcast                        | 8/8/2014 | Street       | 101-00-542-900-42 | 70714        | Internet/Phone Service                              | \$ 25.92             |
| 0   | Comcast                        | 8/8/2014 | Electric     | 401-30-533-110-42 | 30554805     | Monthly Trunk Lines                                 | \$ 15.57             |
| 0   | Comcast                        | 8/8/2014 | Electric     | 401-30-533-110-42 | 70714        | Internet/Phone Service                              | \$ 20.73             |
| 0   | Comcast                        | 8/8/2014 | Electric     | 401-31-533-100-42 | 30554805     | Monthly Trunk Lines                                 | \$ 3.89              |



| Check #                     | Name                     | Date     | Department      | Account #         | Invoice # | Description            | Amount             |
|-----------------------------|--------------------------|----------|-----------------|-------------------|-----------|------------------------|--------------------|
| 0                           | Comcast                  | 8/8/2014 | Electric        | 401-31-533-100-42 | 70714     | Internet/Phone Service | \$ 5.18            |
| 0                           | Comcast                  | 8/8/2014 | Electric        | 401-32-533-500-42 | 71614     | PW Shop Cable          | \$ 5.00            |
| 0                           | Comcast                  | 8/8/2014 | Electric        | 401-32-533-500-42 | 30554805  | Monthly Trunk Lines    | \$ 54.50           |
| 0                           | Comcast                  | 8/8/2014 | Electric        | 401-32-533-500-42 | 70714     | Internet/Phone Service | \$ 72.56           |
| 0                           | Comcast                  | 8/8/2014 | Water           | 403-30-534-110-42 | 70714     | Internet/Phone Service | \$ 15.55           |
| 0                           | Comcast                  | 8/8/2014 | Water           | 403-30-534-110-42 | 30554805  | Monthly Trunk Lines    | \$ 15.57           |
| 0                           | Comcast                  | 8/8/2014 | Water           | 403-33-534-100-42 | 30554805  | Monthly Trunk Lines    | \$ 3.89            |
| 0                           | Comcast                  | 8/8/2014 | Water           | 403-33-534-100-42 | 70714     | Internet/Phone Service | \$ 10.36           |
| 0                           | Comcast                  | 8/8/2014 | Water           | 403-34-534-500-42 | 71614     | PW Shop Cable          | \$ 5.00            |
| 0                           | Comcast                  | 8/8/2014 | Water           | 403-34-534-500-42 | 30554805  | Monthly Trunk Lines    | \$ 46.71           |
| 0                           | Comcast                  | 8/8/2014 | Water           | 403-34-534-500-42 | 70714     | Internet/Phone Service | \$ 62.19           |
| 0                           | Comcast                  | 8/8/2014 | Storm           | 406-30-553-110-42 | 30554805  | Monthly Trunk Lines    | \$ 7.79            |
| 0                           | Comcast                  | 8/8/2014 | Storm           | 406-30-553-110-42 | 70714     | Intenet/Phone Service  | \$ 10.37           |
| 0                           | Comcast                  | 8/8/2014 | Storm           | 406-37-553-310-42 | 30554805  | Monthly Trunk Lines    | \$ 11.68           |
| 0                           | Comcast                  | 8/8/2014 | Storm           | 406-37-553-310-42 | 70714     | Internet/Phone Service | \$ 15.55           |
| 0                           | Comcast                  | 8/8/2014 | Storm           | 406-38-553-350-42 | 30554805  | Monthly Trunk Lines    | \$ 11.68           |
| 0                           | Comcast                  | 8/8/2014 | Storm           | 406-38-553-350-42 | 70714     | Internet/Phone Service | \$ 15.54           |
| 0                           | Comcast                  | 8/8/2014 | Motor Pool      | 501-00-548-300-42 | 30554805  | Monthly Trunk Lines    | \$ 7.78            |
| 0                           | Comcast                  | 8/8/2014 | Motor Pool      | 501-00-548-300-42 | 70714     | Internet/Phone Service | \$ 10.36           |
| <b>Comcast Total</b>        |                          |          |                 |                   |           |                        | <b>\$ 927.51</b>   |
| 55532                       | DIETRICH HENRY           | 8/8/2014 | Electric        | 401-00-131-000-00 |           | Refund Check           | \$ 12.76           |
| 55532                       | DIETRICH HENRY           | 8/8/2014 | Water           | 403-00-131-000-00 |           | Refund Check           | \$ 46.94           |
| 55532                       | DIETRICH HENRY           | 8/8/2014 | Storm           | 406-00-131-000-00 |           | Refund Check           | \$ 29.95           |
| <b>DIETRICH HENRY Total</b> |                          |          |                 |                   |           |                        | <b>\$ 89.65</b>    |
| 55533                       | FREDDIE MAC              | 8/8/2014 | Electric        | 401-00-131-000-00 |           | Refund Check           | \$ 158.59          |
| 55533                       | FREDDIE MAC              | 8/8/2014 | Water           | 403-00-131-000-00 |           | Refund Check           | \$ 197.42          |
| 55533                       | FREDDIE MAC              | 8/8/2014 | Water           | 403-00-131-000-00 |           | Refund Check           | \$ 629.78          |
| 55533                       | FREDDIE MAC              | 8/8/2014 | Storm           | 406-00-131-000-00 |           | Refund Check           | \$ 41.79           |
| <b>FREDDIE MAC Total</b>    |                          |          |                 |                   |           |                        | <b>\$ 1,027.58</b> |
| 55534                       | LARSON LOIS              | 8/8/2014 | Electric        | 401-00-131-000-00 |           | Refund Check           | \$ 59.71           |
| 55534                       | LARSON LOIS              | 8/8/2014 | Water           | 403-00-131-000-00 |           | Refund Check           | \$ 39.52           |
| 55534                       | LARSON LOIS              | 8/8/2014 | Storm           | 406-00-131-000-00 |           | Refund Check           | \$ 9.76            |
| <b>LARSON LOIS Total</b>    |                          |          |                 |                   |           |                        | <b>\$ 108.99</b>   |
| 0                           | Milton - C/O RLI City of | 8/8/2014 | Facilities      | 001-18-518-300-47 | 72314     | Utilities              | \$ 38.14           |
| 0                           | Milton - C/O RLI City of | 8/8/2014 | Police          | 001-21-521-200-47 | 72314     | Utilities              | \$ 752.17          |
| 0                           | Milton - C/O RLI City of | 8/8/2014 | Building        | 001-24-558-500-47 | 72314     | Utilities              | \$ 44.42           |
| 0                           | Milton - C/O RLI City of | 8/8/2014 | Planning        | 001-58-558-600-47 | 72314     | Utilities              | \$ 44.42           |
| 0                           | Milton - C/O RLI City of | 8/8/2014 | Activity Center | 001-73-569-500-47 | 72314     | Utilities              | \$ 307.32          |
| 0                           | Milton - C/O RLI City of | 8/8/2014 | Parks           | 001-76-576-600-47 | 72314     | Utilities              | \$ 1,558.28        |
| 0                           | Milton - C/O RLI City of | 8/8/2014 | Street          | 101-00-542-900-47 | 72314     | Utilities              | \$ 596.00          |
| 0                           | Milton - C/O RLI City of | 8/8/2014 | Electric        | 401-32-533-500-47 | 72314     | Utilities              | \$ 578.77          |



| Check # | Name                                    | Date     | Department       | Account #         | Invoice #  | Description                                | Amount              |
|---------|---|----------|------------------|-------------------|------------|--|---------------------|
| 0       | Milton - C/O RLI City of                | 8/8/2014 | Water            | 403-34-534-550-47 | 72314      | Utilities                                  | \$ 8,640.98         |
| 0       | Milton - C/O RLI City of                | 8/8/2014 | Storm            | 406-38-553-350-47 | 72314      | Utilities                                  | \$ 142.68           |
|         | <b>Milton - C/O RLI City of Total</b>   |          |                  |                   |            |  | <b>\$ 12,703.18</b> |
| 55535   | NUTT KATHY                              | 8/8/2014 | Electric         | 401-00-131-000-00 |            | Refund Check                               | \$ 114.02           |
| 55535   | NUTT KATHY                              | 8/8/2014 | Water            | 403-00-131-000-00 |            | Refund Check                               | \$ 435.17           |
| 55535   | NUTT KATHY                              | 8/8/2014 | Storm            | 406-00-131-000-00 |            | Refund Check                               | \$ 277.92           |
|         | <b>NUTT KATHY Total</b>                 |          |                  |                   |            |  | <b>\$ 827.11</b>    |
| 55542   | Perry Debra                             | 8/8/2014 | General Fund     | 001-19-518-900-35 | 80814      | Outside Table & Chairs Employee Break Area | \$ 108.59           |
|         | <b>Perry Debra Total</b>                |          |                  |                   |            |  | <b>\$ 108.59</b>    |
| 55536   | RIDLEY ANDY                             | 8/8/2014 | Electric         | 401-00-131-000-00 |            | Refund Check                               | \$ 47.42            |
| 55536   | RIDLEY ANDY                             | 8/8/2014 | Water            | 403-00-131-000-00 |            | Refund Check                               | \$ 27.28            |
| 55536   | RIDLEY ANDY                             | 8/8/2014 | Storm            | 406-00-131-000-00 |            | Refund Check                               | \$ 10.20            |
|         | <b>RIDLEY ANDY Total</b>                |          |                  |                   |            |  | <b>\$ 84.90</b>     |
| 55537   | SCHULZ JOHN G & BONNIE                  | 8/8/2014 | Water            | 403-00-131-000-00 |            | Refund Check                               | \$ 205.02           |
|         | <b>SCHULZ JOHN G &amp; BONNIE Total</b> |          |                  |                   |            |  | <b>\$ 205.02</b>    |
| 55538   | ST. PETER DICK                          | 8/8/2014 | Electric         | 401-00-131-000-00 |            | Refund Check                               | \$ 129.52           |
| 55538   | ST. PETER DICK                          | 8/8/2014 | Water            | 403-00-131-000-00 |            | Refund Check                               | \$ 74.93            |
| 55538   | ST. PETER DICK                          | 8/8/2014 | Storm            | 406-00-131-000-00 |            | Refund Check                               | \$ 10.47            |
|         | <b>ST. PETER DICK Total</b>             |          |                  |                   |            |  | <b>\$ 214.92</b>    |
| 55543   | Troy D Smith Construction               | 8/8/2014 | Capital Projects | 310-99-594-500-62 | 842014     | Executive Office Remodel #092              | \$ 28,553.16        |
|         | <b>Troy D Smith Construction Total</b>  |          |                  |                   |            |  | <b>\$ 28,553.16</b> |
| 55539   | URETA REYNALDO                          | 8/8/2014 | Electric         | 401-00-131-000-00 |            | Refund Check                               | \$ 164.77           |
| 55539   | URETA REYNALDO                          | 8/8/2014 | Water            | 403-00-131-000-00 |            | Refund Check                               | \$ 85.23            |
|         | <b>URETA REYNALDO Total</b>             |          |                  |                   |            |  | <b>\$ 250.00</b>    |
| 55540   | VENEKAMP CLINT                          | 8/8/2014 | Electric         | 401-00-131-000-00 |            | Refund Check                               | \$ 1,111.60         |
| 55540   | VENEKAMP CLINT                          | 8/8/2014 | Water            | 403-00-131-000-00 |            | Refund Check                               | \$ 828.89           |
| 55540   | VENEKAMP CLINT                          | 8/8/2014 | Storm            | 406-00-131-000-00 |            | Refund Check                               | \$ 481.55           |
|         | <b>VENEKAMP CLINT Total</b>             |          |                  |                   |            |  | <b>\$ 2,422.04</b>  |
| 0       | Verizon Wireless                        | 8/8/2014 | Admin            | 001-13-513-100-42 | 9728153763 | Verizon Charges                            | \$ 92.58            |
| 0       | Verizon Wireless                        | 8/8/2014 | Facilities       | 001-18-518-300-42 | 9728267390 | Verizon Charges                            | \$ 13.09            |
| 0       | Verizon Wireless                        | 8/8/2014 | Police           | 001-21-521-200-42 | 9728153763 | Verizon Charges                            | \$ 1,350.28         |
| 0       | Verizon Wireless                        | 8/8/2014 | Building         | 001-24-558-500-42 | 9728267390 | Verizon Charges                            | \$ 15.89            |
| 0       | Verizon Wireless                        | 8/8/2014 | Engineering      | 001-32-532-100-42 | 9728267390 | Verizon Charges                            | \$ 3.64             |
| 0       | Verizon Wireless                        | 8/8/2014 | Engineering      | 001-32-532-100-42 | 9728153763 | Verizon Charges                            | \$ 5.79             |
| 0       | Verizon Wireless                        | 8/8/2014 | Activity Center  | 001-73-569-500-42 | 9728267390 | Verizon Charges                            | \$ 1.89             |
| 0       | Verizon Wireless                        | 8/8/2014 | Parks            | 001-76-576-600-42 | 9728267390 | Verizon Charges                            | \$ 21.37            |



| Check # | Name                                   | Date      | Department       | Account #         | Invoice #  | Description                                  | Amount               |
|---------|--|-----------|------------------|-------------------|------------|--|----------------------|
| 0       | Verizon Wireless                       | 8/8/2014  | Street           | 101-00-542-900-42 | 9728153763 | Verizon Charges                              | \$ 23.15             |
| 0       | Verizon Wireless                       | 8/8/2014  | Street           | 101-00-542-900-42 | 9728267390 | Verizon Charges                              | \$ 31.26             |
| 0       | Verizon Wireless                       | 8/8/2014  | Reserve Officers | 118-21-521-230-42 | 9728153763 | Verizon Charges                              | \$ 32.51             |
| 0       | Verizon Wireless                       | 8/8/2014  | Electric         | 401-30-533-110-42 | 9728267390 | Verizon Charges                              | \$ 4.77              |
| 0       | Verizon Wireless                       | 8/8/2014  | Electric         | 401-30-533-110-42 | 9728153763 | Verizon Charges                              | \$ 24.88             |
| 0       | Verizon Wireless                       | 8/8/2014  | Electric         | 401-31-533-100-42 | 9728267390 | Verizon Charges                              | \$ 2.18              |
| 0       | Verizon Wireless                       | 8/8/2014  | Electric         | 401-31-533-100-42 | 9728153763 | Verizon Charges                              | \$ 17.36             |
| 0       | Verizon Wireless                       | 8/8/2014  | Electric         | 401-32-533-500-42 | 9728153763 | Verizon Charges                              | \$ 77.87             |
| 0       | Verizon Wireless                       | 8/8/2014  | Electric         | 401-32-533-500-42 | 9728267390 | Verizon Charges                              | \$ 79.25             |
| 0       | Verizon Wireless                       | 8/8/2014  | Water            | 403-30-534-110-42 | 9728267390 | Verizon Charges                              | \$ 4.91              |
| 0       | Verizon Wireless                       | 8/8/2014  | Water            | 403-30-534-110-42 | 9728153763 | Verizon Charges                              | \$ 27.19             |
| 0       | Verizon Wireless                       | 8/8/2014  | Water            | 403-33-534-100-42 | 9728267390 | Verizon Charges                              | \$ 2.18              |
| 0       | Verizon Wireless                       | 8/8/2014  | Water            | 403-33-534-100-42 | 9728153763 | Verizon Charges                              | \$ 17.36             |
| 0       | Verizon Wireless                       | 8/8/2014  | Water            | 403-34-534-500-42 | 9728267390 | Verizon Charges                              | \$ 61.07             |
| 0       | Verizon Wireless                       | 8/8/2014  | Water            | 403-34-534-500-42 | 9728153763 | Verizon Charges                              | \$ 106.80            |
| 0       | Verizon Wireless                       | 8/8/2014  | Storm            | 406-30-553-110-42 | 9728267390 | Verizon Charges                              | \$ 4.77              |
| 0       | Verizon Wireless                       | 8/8/2014  | Storm            | 406-37-553-310-42 | 9728153763 | Verizon Charges                              | \$ 11.57             |
| 0       | Verizon Wireless                       | 8/8/2014  | Storm            | 406-37-553-310-42 | 9728267390 | Verizon Charges                              | \$ 15.99             |
| 0       | Verizon Wireless                       | 8/8/2014  | Storm            | 406-38-553-350-42 | 9728153763 | Verizon Charges                              | \$ 11.57             |
| 0       | Verizon Wireless                       | 8/8/2014  | Storm            | 406-38-553-350-42 | 9728267390 | Verizon Charges                              | \$ 13.81             |
| 0       | Verizon Wireless                       | 8/8/2014  | Motor Pool       | 501-00-548-300-42 | 9728267390 | Verizon Charges                              | \$ 14.44             |
|         | <b>Verizon Wireless Total</b>          |           |                  |                   |            |  | <b>\$ 2,089.42</b>   |
| 55541   | WALKER ADAM                            | 8/8/2014  | Electric         | 401-00-131-000-00 |            | Refund Check                                 | \$ 14.83             |
|         | <b>WALKER ADAM Total</b>               |           |                  |                   |            |  | <b>\$ 14.83</b>      |
|         | <b>8/8/2014 Total</b>                  |           |                  |                   |            |  | <b>\$ 200,154.90</b> |
| 55544   | Edgewood City of                       | 8/11/2014 | Water            | 403-99-594-300-63 | 8112014    | 24th Street Watermain Project ROW Permit Fee | \$ 110.00            |
|         | <b>Edgewood City of Total</b>          |           |                  |                   |            |  | <b>\$ 110.00</b>     |
|         | <b>8/11/2014 Total</b>                 |           |                  |                   |            |  | <b>\$ 110.00</b>     |
| 55545   | Anna's Party Rental                    | 8/15/2014 | Community Event  | 116-79-573-901-45 | 14310      | Milton Days Tent/Chair Rental                | \$ 1,422.20          |
|         | <b>Anna's Party Rental Total</b>       |           |                  |                   |            |  | <b>\$ 1,422.20</b>   |
| 55547   | Dale Kara                              | 8/15/2014 | Community Event  | 116-79-573-901-41 | 81514      | Milton Days Entertainment                    | \$ 200.00            |
|         | <b>Dale Kara Total</b>                 |           |                  |                   |            |  | <b>\$ 200.00</b>     |
| 55546   | DeVera Marcelo                         | 8/15/2014 | Community Event  | 116-79-573-901-41 | 81514      | Milton Days Entertainment                    | \$ 500.00            |
|         | <b>DeVera Marcelo Total</b>            |           |                  |                   |            |  | <b>\$ 500.00</b>     |
| 55548   | Larry Jones Entertainment              | 8/15/2014 | Community Event  | 116-79-573-901-41 | 81514      | Milton Days Entertainment                    | \$ 400.00            |
|         | <b>Larry Jones Entertainment Total</b> |           |                  |                   |            |  | <b>\$ 400.00</b>     |



| Check # | Name   | Date      | Department      | Account #         | Invoice # | Description  | Amount             |
|---------|--|-----------|-----------------|-------------------|-----------|--|--------------------|
| 55549   | Motown Cowboys                                   | 8/15/2014 | Community Event | 116-79-573-901-41 | 81514     | Milton Days Entertainment                            | \$ 400.00          |
|         | <b>Motown Cowboys Total</b>                      |           |                 |                   |           |  | <b>\$ 400.00</b>   |
| 55550   | Pipes and Drums of the Tacoma S                  | 8/15/2014 | Community Event | 116-79-573-901-41 | 81514     | Milton Days Entertainment                            | \$ 300.00          |
|         | <b>Pipes and Drums of the Tacoma Scots Total</b> |           |                 |                   |           |  | <b>\$ 300.00</b>   |
| 55551   | Pop Offs (The)                                   | 8/15/2014 | Community Event | 116-79-573-901-41 | 81514     | Milton Days Entertainment                            | \$ 1,000.00        |
|         | <b>Pop Offs (The) Total</b>                      |           |                 |                   |           |  | <b>\$ 1,000.00</b> |
| 55552   | Rock Bot   | 8/15/2014 | Community Event | 116-79-573-901-41 | 81514     | Milton Days Entertainment                            | \$ 400.00          |
| 55552   | Rock Bot   | 8/15/2014 | Community Event | 116-79-573-901-41 | 81514     | Milton Days Entertainment                            | \$ 800.00          |
|         | <b>Rock Bot Total</b>                            |           |                 |                   |           |  | <b>\$ 1,200.00</b> |
| 55553   | Workman Kim                                      | 8/15/2014 | Community Event | 116-79-573-901-41 | 81514     | Milton Days Entertainment                            | \$ 400.00          |
|         | <b>Workman Kim Total</b>                         |           |                 |                   |           |  | <b>\$ 400.00</b>   |
|         | <b>8/15/2014 Total</b>                           |           |                 |                   |           |  | <b>\$ 5,822.20</b> |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Admin           | 001-13-513-100-45 | 25519731  | Copy Machine Lease                                   | \$ 34.38           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Finance         | 001-14-514-230-45 | 25519731  | Copy Machine Lease                                   | \$ 76.63           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Facilities      | 001-18-518-300-45 | 25519731  | Copy Machine Lease                                   | \$ 4.92            |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Police          | 001-21-521-200-45 | 25524981  | Copy Machine Lease                                   | \$ 158.64          |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Building        | 001-24-558-500-45 | 25519731  | Copy Machine Lease                                   | \$ 54.04           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Engineering     | 001-32-532-100-45 | 25519731  | Copy Machine Lease                                   | \$ 14.74           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Planning        | 001-58-558-600-45 | 25519731  | Copy Machine Lease                                   | \$ 49.12           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Street          | 101-00-542-900-45 | 25519731  | Copy Machine Lease                                   | \$ 14.74           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Electric        | 401-30-533-110-45 | 25519731  | Copy Machine Lease                                   | \$ 52.56           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Electric        | 401-31-533-100-45 | 25519731  | Copy Machine Lease                                   | \$ 22.10           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Water           | 403-30-534-110-45 | 25519731  | Copy Machine Lease                                   | \$ 52.56           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Water           | 403-33-534-100-45 | 25519731  | Copy Machine Lease                                   | \$ 22.11           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Storm           | 406-30-553-110-45 | 25519731  | Copy Machine Lease                                   | \$ 29.47           |
| 0       | CIT Technology Fin. Serv.                        | 8/18/2014 | Storm           | 406-37-553-310-45 | 25519731  | Copy Machine Lease                                   | \$ 63.85           |
|         | <b>CIT Technology Fin. Serv. Total</b>           |           |                 |                   |           |  | <b>\$ 649.86</b>   |
| 0       | Costco Wholesale                                 | 8/18/2014 | General Fund    | 001-19-518-100-31 | 72614     | Supplies for Police Candidate Interviews             | \$ 85.42           |
|         | <b>Costco Wholesale Total</b>                    |           |                 |                   |           |  | <b>\$ 85.42</b>    |
| 0       | Kansas State Bank Gov Finance D                  | 8/18/2014 | Storm           | 406-38-594-790-66 | 70914     | Vactor Truck Payment                                 | \$ 8,109.03        |
|         | <b>Kansas State Bank Gov Finance Dept Total</b>  |           |                 |                   |           |  | <b>\$ 8,109.03</b> |
| 55555   | McGUNAGLE DANIEL                                 | 8/18/2014 | Community Event | 116-79-573-901-49 | 81814     | MILTON DAYS 50/50 RAFFLE WINNER                      | \$ 819.00          |
|         | <b>McGUNAGLE DANIEL Total</b>                    |           |                 |                   |           |  | <b>\$ 819.00</b>   |
| 55554   | Perry Debra                                      | 8/18/2014 | Community Event | 116-79-573-901-41 | 81514     | Milton Days Entertainment -Pop-Offs - Larry Lehnertz | \$ 1,000.00        |
|         | <b>Perry Debra Total</b>                         |           |                 |                   |           |  | <b>\$ 1,000.00</b> |



| Check # | Name                                   | Date      | Department      | Account #         | Invoice #     | Description                                 | Amount              |
|---------|--|-----------|-----------------|-------------------|---------------|---|---------------------|
| 0       | Pierce County Sewer                    | 8/18/2014 | Facilities      | 001-18-518-300-47 | 512931-080114 | Utilities                                   | \$ 2.64             |
| 0       | Pierce County Sewer                    | 8/18/2014 | General Fund    | 001-19-518-900-47 | 758965-080114 | Utilities                                   | \$ 29.54            |
| 0       | Pierce County Sewer                    | 8/18/2014 | Police          | 001-21-521-200-47 | 512842-080114 | Utilities                                   | \$ 45.10            |
| 0       | Pierce County Sewer                    | 8/18/2014 | Building        | 001-24-558-500-47 | 512931-080114 | Utilities                                   | \$ 2.65             |
| 0       | Pierce County Sewer                    | 8/18/2014 | Planning        | 001-58-558-600-47 | 512931-080114 | Utilities                                   | \$ 2.64             |
| 0       | Pierce County Sewer                    | 8/18/2014 | Parks           | 001-76-576-600-47 | 512931-080114 | Utilities                                   | \$ 2.65             |
| 0       | Pierce County Sewer                    | 8/18/2014 | Parks           | 001-76-576-600-47 | 513431-080114 | Utilities                                   | \$ 13.98            |
| 0       | Pierce County Sewer                    | 8/18/2014 | Electric        | 401-32-533-500-47 | 512923-080114 | Utilities                                   | \$ 13.90            |
| 0       | Pierce County Sewer                    | 8/18/2014 | Electric        | 401-32-533-500-47 | 512931-080114 | Utilities                                   | \$ 16.92            |
| 0       | Pierce County Sewer                    | 8/18/2014 | Water           | 403-34-534-550-47 | 512923-080114 | Utilities                                   | \$ 13.91            |
| 0       | Pierce County Sewer                    | 8/18/2014 | Water           | 403-34-534-550-47 | 512931-080114 | Utilities                                   | \$ 14.28            |
| 0       | Pierce County Sewer                    | 8/18/2014 | Storm           | 406-38-553-350-47 | 512923-080114 | Utilities                                   | \$ 6.95             |
| 0       | Pierce County Sewer                    | 8/18/2014 | Storm           | 406-38-553-350-47 | 512931-080114 | Utilities                                   | \$ 11.11            |
|         | <b>Pierce County Sewer Total</b>       |           |                 |                   |               |   | <b>\$ 176.27</b>    |
| 0       | Puget Sound Energy                     | 8/18/2014 | Activity Center | 001-73-569-500-47 | 72314         | Gas Charges                                 | \$ 91.47            |
| 0       | Puget Sound Energy                     | 8/18/2014 | Water           | 403-34-534-550-47 | 7232014       | Electric Charges                            | \$ 155.10           |
|         | <b>Puget Sound Energy Total</b>        |           |                 |                   |               |   | <b>\$ 246.57</b>    |
| 0       | US Bank Equipment Finance              | 8/18/2014 | Police          | 001-21-521-200-45 | 258883586     | Police Clerk Copier Lease                   | \$ 77.79            |
|         | <b>US Bank Equipment Finance Total</b> |           |                 |                   |               |   | <b>\$ 77.79</b>     |
| 0       | Verizon Wireless                       | 8/18/2014 | Electric        | 401-30-533-110-42 | 9728453506    | Verizon Charges                             | \$ 19.51            |
| 0       | Verizon Wireless                       | 8/18/2014 | Water           | 403-30-534-110-42 | 9728453506    | Verizon Charges                             | \$ 19.51            |
|         | <b>Verizon Wireless Total</b>          |           |                 |                   |               |   | <b>\$ 39.02</b>     |
|         | <b>8/18/2014 Total</b>                 |           |                 |                   |               |   | <b>\$ 11,202.96</b> |
| 55556   | Alpine Products Inc.                   | 8/19/2014 | Facilities      | 001-18-518-300-31 | TM-142074     | Parking Lot Stripe Paint                    | \$ 200.14           |
| 55556   | Alpine Products Inc.                   | 8/19/2014 | Parks           | 001-76-576-600-31 | TM-142074     | Parking Lot Stripe Paint                    | \$ 200.15           |
| 55556   | Alpine Products Inc.                   | 8/19/2014 | Street          | 101-00-542-900-31 | TM-142074     | Parking Lot Stripe Paint                    | \$ 100.07           |
| 55556   | Alpine Products Inc.                   | 8/19/2014 | Street          | 101-00-542-900-31 | TM-141697     | Parking Lot Line Striper Gun                | \$ 3,996.75         |
|         | <b>Alpine Products Inc. Total</b>      |           |                 |                   |               |   | <b>\$ 4,497.11</b>  |
| 55557   | Barnhart Bill                          | 8/19/2014 | Electric        | 401-32-533-500-41 | 7312014       | CDL Physical Reimbursement                  | \$ 76.00            |
|         | <b>Barnhart Bill Total</b>             |           |                 |                   |               |   | <b>\$ 76.00</b>     |
| 55558   | Chemsearch                             | 8/19/2014 | Electric        | 401-32-533-500-31 | 1590932       | Insecticide                                 | \$ 1,178.14         |
|         | <b>Chemsearch Total</b>                |           |                 |                   |               |   | <b>\$ 1,178.14</b>  |
| 55559   | Chuckals                               | 8/19/2014 | Council         | 001-11-511-600-31 | 787913-0      | Business Cards - Ott                        | \$ 73.78            |
| 55559   | Chuckals                               | 8/19/2014 | Admin           | 001-13-513-100-31 | 787437-0      | ESS Certificate Holder                      | \$ 23.65            |
| 55559   | Chuckals                               | 8/19/2014 | Facilities      | 001-18-518-303-49 | 788512-0      | Business Cards - Ganancial & Amell          | \$ 36.89            |
| 55559   | Chuckals                               | 8/19/2014 | General Fund    | 001-19-518-100-31 | 787670-0      | Supplies for Police Chief Interview Process | \$ 24.09            |



| Check #                                 | Name                             | Date      | Department   | Account #         | Invoice #      | Description  | Amount              |
|---|----------------------------------|-----------|--------------|-------------------|----------------|--|---------------------|
| 55559                                   | Chuckals                         | 8/19/2014 | General Fund | 001-19-518-100-31 | 787700-0       | Binders for Police Chief Interview Process           | \$ 85.72            |
| 55559                                   | Chuckals                         | 8/19/2014 | General Fund | 001-19-518-900-31 | C789479-0      | Credit for Stamp                                     | \$ (25.21)          |
| 55559                                   | Chuckals                         | 8/19/2014 | General Fund | 001-19-518-900-31 | 789479-0       | Stamps, Staples & Index Dividers                     | \$ 42.42            |
| 55559                                   | Chuckals                         | 8/19/2014 | Engineering  | 001-32-532-100-31 | 789257-0       | Misc. Office Supplies                                | \$ 13.59            |
| 55559                                   | Chuckals                         | 8/19/2014 | Parks        | 001-76-576-600-49 | 788512-0       | Business Cards - Ganancial & Amell                   | \$ 36.89            |
| 55559                                   | Chuckals                         | 8/19/2014 | Street       | 101-00-542-900-49 | 788512-0       | Business Cards - Ganancial & Amell                   | \$ 36.89            |
| 55559                                   | Chuckals                         | 8/19/2014 | Electric     | 401-30-533-110-31 | 789479-0       | Stamps, Staples & Index Dividers                     | \$ 16.00            |
| 55559                                   | Chuckals                         | 8/19/2014 | Electric     | 401-31-533-100-31 | 789257-0       | Misc. Office Supplies                                | \$ 13.59            |
| 55559                                   | Chuckals                         | 8/19/2014 | Water        | 403-30-534-110-31 | 789479-0       | Stamps, Staples & Index Dividers                     | \$ 14.40            |
| 55559                                   | Chuckals                         | 8/19/2014 | Water        | 403-33-534-100-31 | 789257-0       | Misc. Office Supplies                                | \$ 13.59            |
| 55559                                   | Chuckals                         | 8/19/2014 | Water        | 403-34-534-503-49 | 788512-0       | Business Cards - Ganancial & Amell                   | \$ 29.51            |
| 55559                                   | Chuckals                         | 8/19/2014 | Storm        | 406-30-553-110-31 | 789479-0       | Stamps, Staples & Index Dividers                     | \$ 7.20             |
| 55559                                   | Chuckals                         | 8/19/2014 | Storm        | 406-37-553-310-31 | 789257-0       | Misc. Office Supplies                                | \$ 13.58            |
| 55559                                   | Chuckals                         | 8/19/2014 | Storm        | 406-38-553-353-49 | 788512-0       | Business Cards - Ganancial & Amell                   | \$ 7.38             |
| <b>Chuckals Total</b>                   |                                  |           |              |                   |                |  | <b>\$ 463.96</b>    |
| 55560                                   | City Treasurer                   | 8/19/2014 | Electric     | 401-32-533-500-31 | 90574654       | Brackets & Luminare                                  | \$ 712.48           |
| <b>City Treasurer Total</b>             |                                  |           |              |                   |                |  | <b>\$ 712.48</b>    |
| 55561                                   | Dept of Ecology WA State         | 8/19/2014 | Storm        | 406-37-553-311-49 | 2015-War045014 | Stormwater Permit                                    | \$ 2,722.00         |
| <b>Dept of Ecology WA State Total</b>   |                                  |           |              |                   |                |  | <b>\$ 2,722.00</b>  |
| 55562                                   | EVERGREEN EQUIPMENT CO INC       | 8/19/2014 | Street       | 101-00-542-900-31 | 80813          | Trimmer Line   | \$ 52.34            |
| <b>EVERGREEN EQUIPMENT CO INC Total</b> |                                  |           |              |                   |                |  | <b>\$ 52.34</b>     |
| 55563                                   | Fife City of                     | 8/19/2014 | Police       | 001-21-521-200-42 | 143542         | Monthly Alarm Monitoring                             | \$ 19.95            |
| 55563                                   | Fife City of                     | 8/19/2014 | Police       | 001-21-523-600-51 | 2014-03        | Jail Services 1st Quarter 2014                       | \$ 24,728.59        |
| 55563                                   | Fife City of                     | 8/19/2014 | Police       | 001-21-528-600-51 | 143548         | Monthly Dispatch Services                            | \$ 9,775.00         |
| <b>Fife City of Total</b>               |                                  |           |              |                   |                |  | <b>\$ 34,523.54</b> |
| 55564                                   | Fire King of Seattle Inc.        | 8/19/2014 | Electric     | 401-32-533-500-31 | POS 1649       | Safety Glasses                                       | \$ 46.50            |
| <b>Fire King of Seattle Inc. Total</b>  |                                  |           |              |                   |                |  | <b>\$ 46.50</b>     |
| 55565                                   | Harris Michelle                  | 8/19/2014 | General Fund | 001-00-389-000-02 | 81414          | Refund - Paystation Payment for Wrong City of Milton | \$ 160.87           |
| <b>Harris Michelle Total</b>            |                                  |           |              |                   |                |  | <b>\$ 160.87</b>    |
| 55566                                   | HD Supply Power Solutions        | 8/19/2014 | Electric     | 401-32-533-500-31 | 2610259-00     | Clivis Fasteners                                     | \$ 110.28           |
| <b>HD Supply Power Solutions Total</b>  |                                  |           |              |                   |                |  | <b>\$ 110.28</b>    |
| 55567                                   | Jet Chevrolet                    | 8/19/2014 | Motor Pool   | 501-00-548-300-31 | 342070-1       | ABS Control Module #39                               | \$ 155.91           |
| 55567                                   | Jet Chevrolet                    | 8/19/2014 | Motor Pool   | 501-00-548-300-31 | 342070-1       | ABS Control Module #39                               | \$ 155.91           |
| 55567                                   | Jet Chevrolet                    | 8/19/2014 | Motor Pool   | 501-00-548-300-31 | 342070-1       | ABS Control Module #39                               | \$ 155.91           |
| <b>Jet Chevrolet Total</b>              |                                  |           |              |                   |                |  | <b>\$ 467.73</b>    |
| 55568                                   | Jim Webber Training-Consulting-I | 8/19/2014 | Police       | 001-21-521-200-41 | 341            | Investigation Services                               | \$ 567.70           |



| Check #  | Name                           | Date      | Department       | Account #         | Invoice #  | Description                                       | Amount           |
|--|--------------------------------|-----------|------------------|-------------------|------------|---|------------------|
| <b>Jim Webber Training-Consulting-Investigations Total</b> |                                |           |                  |                   |            |   | <b>\$ 567.70</b> |
| 55569  | Milton - City of               | 8/19/2014 | Capital Projects | 407-00-595-500-62 | 81214      | Demo Permit - 5th Ave Stormwater Facility         | \$ 461.50        |
| <b>Milton - City of Total</b>                              |                                |           |                  |                   |            |   | <b>\$ 461.50</b> |
| 55570  | News Tribune                   | 8/19/2014 | Admin            | 001-13-513-100-41 | 1206873-01 | Meeting Change Notice                             | \$ 37.74         |
| 55570  | News Tribune                   | 8/19/2014 | Admin            | 001-13-513-100-41 | 1202632-01 | Ordinance Notice #1840-1841                       | \$ 48.46         |
| 55570  | News Tribune                   | 8/19/2014 | Admin            | 001-13-513-100-41 | 1170313-01 | Ordinance Publication 1847-1848                   | \$ 75.26         |
| 55570  | News Tribune                   | 8/19/2014 | Admin            | 001-13-513-100-41 | 1170530-01 | Public Hearing Notice                             | \$ 85.98         |
| <b>News Tribune Total</b>                                  |                                |           |                  |                   |            |   | <b>\$ 247.44</b> |
| 55571  | Pierce County Budget & Finance | 8/19/2014 | Court            | 001-00-586-120-00 | 80514      | Milton Court Remittance - July 2014 Crime Victims | \$ 184.33        |
| <b>Pierce County Budget &amp; Finance Total</b>            |                                |           |                  |                   |            |   | <b>\$ 184.33</b> |
| 55572  | Pierce County Community Newsp  | 8/19/2014 | Admin            | 001-13-513-100-41 | 5627       | Monthly Advertising + Color Charge                | \$ 800.00        |
| <b>Pierce County Community Newspaper Group Total</b>       |                                |           |                  |                   |            |   | <b>\$ 800.00</b> |
| 55573  | Platt Electric Supply          | 8/19/2014 | Electric         | 401-32-533-500-31 | E780267    | Parts for Remote Camera                           | \$ 255.74        |
| <b>Platt Electric Supply Total</b>                         |                                |           |                  |                   |            |   | <b>\$ 255.74</b> |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Admin            | 001-13-513-100-48 |            | Copier Maintenance                                | \$ 31.40         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Finance          | 001-14-514-230-48 |            | Copier Maintenance                                | \$ 69.98         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Facilities       | 001-18-518-300-48 |            | Copier Maintenance                                | \$ 4.48          |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Police           | 001-21-521-200-48 | IN20186    | Copier Maintenance                                | \$ 6.20          |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Police           | 001-21-521-200-48 | IN20185    | Copier Maintenance                                | \$ 106.51        |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Building         | 001-24-558-500-48 |            | Copier Maintenance                                | \$ 49.34         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Engineering      | 001-32-532-100-48 |            | Copier Maintenance                                | \$ 13.46         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Planning         | 001-58-558-600-48 |            | Copier Maintenance                                | \$ 44.85         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Street           | 101-00-542-900-48 |            | Copier Maintenance                                | \$ 13.46         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Electric         | 401-30-533-110-48 |            | Copier Maintenance                                | \$ 48.00         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Electric         | 401-31-533-100-48 |            | Copier Maintenance                                | \$ 20.19         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Water            | 403-30-534-110-48 |            | Copier Maintenance                                | \$ 47.99         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Water            | 403-33-534-100-48 |            | Copier Maintenance                                | \$ 20.18         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Storm            | 406-30-553-110-48 |            | Copier Maintenance                                | \$ 26.91         |
| 55574  | Preferred Copier Systems       | 8/19/2014 | Storm            | 406-37-553-310-48 |            | Copier Maintenance                                | \$ 58.31         |
| <b>Preferred Copier Systems Total</b>                      |                                |           |                  |                   |            |   | <b>\$ 561.26</b> |
| 55575  | Pro-Build                      | 8/19/2014 | Parks            | 001-76-576-600-31 | 1368251    | Hose Connection Parts for Planter Boxes           | \$ 12.99         |
| 55575  | Pro-Build                      | 8/19/2014 | Parks            | 001-76-576-600-31 | 1368251    | Paint for Tables                                  | \$ 31.71         |
| <b>Pro-Build Total</b>                                     |                                |           |                  |                   |            |   | <b>\$ 44.70</b>  |
| 55576  | Public Safety Testing          | 8/19/2014 | Police           | 001-21-521-200-41 | 2014-5613  | Quarterly Subscription                            | \$ 125.00        |
| <b>Public Safety Testing Total</b>                         |                                |           |                  |                   |            |   | <b>\$ 125.00</b> |
| 55577  | Puyallup City of               | 8/19/2014 | Police           | 001-21-523-600-51 | AR110257   | Jail Services July 2014                           | \$ 1,235.00      |



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| <b>Puyallup City of Total</b>                   |                                  |           |                  |                   |            |   | <b>\$ 1,235.00</b>  |
| 55578   | Rainier Lighting & Elec Supply   | 8/19/2014 | Community Event  | 116-79-573-901-31 | 332013-2   | Supplies for Electric Set Up Milton Days              | \$ 82.60            |
| 55578   | Rainier Lighting & Elec Supply   | 8/19/2014 | Community Event  | 116-79-573-901-31 | 332205-1   | Supplies for Electric Set Up Milton Days              | \$ 167.86           |
| 55578   | Rainier Lighting & Elec Supply   | 8/19/2014 | Community Event  | 116-79-573-901-31 | 332064-1   | Supplies for Electric Set Up Milton Days              | \$ 250.78           |
| <b>Rainier Lighting &amp; Elec Supply Total</b> |                                  |           |                  |                   |            |   | <b>\$ 501.24</b>    |
| 55579   | Shred-it Western Washington      | 8/19/2014 | Finance          | 001-14-514-230-41 | 9404004914 | Prof Svcs   | \$ 19.78            |
| 55579   | Shred-it Western Washington      | 8/19/2014 | Police           | 001-21-521-200-41 | 9404004914 | Prof Svcs   | \$ 39.55            |
| <b>Shred-it Western Washington Total</b>        |                                  |           |                  |                   |            |   | <b>\$ 59.33</b>     |
| 55580   | Skillings Connolly               | 8/19/2014 | Capital Projects | 407-00-595-400-63 | 9035       | 5th Ave Stormwater                                    | \$ 16,710.21        |
| 55580   | Skillings Connolly               | 8/19/2014 | Capital Projects | 407-00-595-400-63 | 9035       | 5th Ave Stormwater Credit                             | \$ (13,121.71)      |
| <b>Skillings Connolly Total</b>                 |                                  |           |                  |                   |            |   | <b>\$ 3,588.50</b>  |
| 55581   | Springbrook Software             | 8/19/2014 | Electric         | 401-32-533-500-41 | INV28956   | Monthly Web Payment Fees                              | \$ 504.00           |
| 55581   | Springbrook Software             | 8/19/2014 | Water            | 403-34-534-500-41 | INV28956   | Monthly Web Payment Fees                              | \$ 504.00           |
| 55581   | Springbrook Software             | 8/19/2014 | Storm            | 406-38-553-350-41 | INV28956   | Monthly Web Payment Fees                              | \$ 252.00           |
| <b>Springbrook Software Total</b>               |                                  |           |                  |                   |            |   | <b>\$ 1,260.00</b>  |
| 55582   | Standard Parts Corporation (NAP) | 8/19/2014 | Motor Pool       | 501-00-548-300-31 | 331798     | Brake Supplies - #30                                  | \$ 105.07           |
| 55582   | Standard Parts Corporation (NAP) | 8/19/2014 | Motor Pool       | 501-00-548-300-31 | 331798     | Brake Supplies - #30                                  | \$ 105.08           |
| 55582   | Standard Parts Corporation (NAP) | 8/19/2014 | Motor Pool       | 501-00-548-300-31 | 331798     | Brake Supplies - #30                                  | \$ 105.08           |
| <b>Standard Parts Corporation (NAPA) Total</b>  |                                  |           |                  |                   |            |   | <b>\$ 315.23</b>    |
| 55583   | State Treasurer Washington       | 8/19/2014 | Court            | 001-00-586-830-00 | 80514      | Milton Court Remittance - July 2014                   | \$ 1,115.53         |
| 55583   | State Treasurer Washington       | 8/19/2014 | Court            | 001-00-586-880-00 | 80514      | Milton Court Remittance - July 2014                   | \$ 50.36            |
| 55583   | State Treasurer Washington       | 8/19/2014 | Court            | 001-00-586-890-00 | 80514      | Milton Court Remittance - July 2014                   | \$ 175.85           |
| 55583   | State Treasurer Washington       | 8/19/2014 | Court            | 001-00-586-910-00 | 80514      | Milton Court Remittance - July 2014                   | \$ 5,272.68         |
| 55583   | State Treasurer Washington       | 8/19/2014 | Court            | 001-00-586-920-00 | 80514      | Milton Court Remittance - July 2014                   | \$ 2,724.20         |
| 55583   | State Treasurer Washington       | 8/19/2014 | Court            | 001-00-586-960-00 | 80514      | Milton Court Remittance - July 2014                   | \$ 68.07            |
| 55583   | State Treasurer Washington       | 8/19/2014 | Court            | 001-00-586-970-00 | 80514      | Milton Court Remittance - July 2014                   | \$ 1,480.52         |
| 55583   | State Treasurer Washington       | 8/19/2014 | Court            | 001-00-586-990-00 | 80514      | Milton Court Remittance - July 2014                   | \$ 114.39           |
| 55583   | State Treasurer Washington       | 8/19/2014 | Building         | 650-00-211-010-00 | 80514      | Bldg Code Fees June & July 2014                       | \$ 67.50            |
| <b>State Treasurer Washington Total</b>         |                                  |           |                  |                   |            |   | <b>\$ 11,069.10</b> |
| 55584   | Sumner                           | 8/19/2014 | General Fund     | 001-19-554-300-51 | 2593       | Animal Control Svcs                                   | \$ 1,886.06         |
| <b>Sumner Total</b>                             |                                  |           |                  |                   |            |   | <b>\$ 1,886.06</b>  |
| 55585   | Systems For Public Safety        | 8/19/2014 | Police           | 001-21-521-200-48 | 24685      | Headlight Repair - #868                               | \$ 39.88            |
| 55585   | Systems For Public Safety        | 8/19/2014 | Police           | 001-21-521-200-48 | 24600      | Powertrain, Brakes, Radiator Repair & Oil Change #779 | \$ 2,200.10         |
| 55585   | Systems For Public Safety        | 8/19/2014 | Police           | 001-21-521-200-48 | 24617      | Repair and Maintenance 2001 Ford Pickup               | \$ 319.59           |
| 55585   | Systems For Public Safety        | 8/19/2014 | Police           | 001-21-521-200-48 | 24740      | Repairs, Tires & Oil Change #138                      | \$ 1,994.28         |
| <b>Systems For Public Safety Total</b>          |                                  |           |                  |                   |            |   | <b>\$ 4,553.85</b>  |



| Check # | Name   | Date      | Department      | Account #         | Invoice #  | Description           | Amount |                  |
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| 55586   | Tacoma Screw Products Inc.                                 | 8/19/2014 | Community Event | 116-79-573-901-31 | 13970001   | Hex Cap Screws        | \$     | 50.13            |
|         | <b>Tacoma Screw Products Inc. Total</b>                    |           |                 |                   |            |                       | \$     | <b>50.13</b>     |
| 55587   | Titus-Will Ford  | 8/19/2014 | Motor Pool      | 501-00-548-300-48 | FOCS888533 | Oil Change - #10      | \$     | 22.52            |
| 55587   | Titus-Will Ford  | 8/19/2014 | Motor Pool      | 501-00-548-300-48 | FOCS888533 | Oil Change - #10      | \$     | 22.53            |
|         | <b>Titus-Will Ford Total</b>                               |           |                 |                   |            |                       | \$     | <b>45.05</b>     |
| 55588   | Unifirst Corporation                                       | 8/19/2014 | Facilities      | 001-18-518-300-22 | 3301014372 | Uniform Svcs          | \$     | 4.16             |
| 55588   | Unifirst Corporation                                       | 8/19/2014 | Parks           | 001-76-576-600-22 | 3301014372 | Uniform Svcs          | \$     | 9.72             |
| 55588   | Unifirst Corporation                                       | 8/19/2014 | Street          | 101-00-542-900-22 | 3301014372 | Uniform Svcs          | \$     | 40.68            |
| 55588   | Unifirst Corporation                                       | 8/19/2014 | Electric        | 401-32-533-500-22 | 3301014372 | Uniform Svcs          | \$     | 2.98             |
| 55588   | Unifirst Corporation                                       | 8/19/2014 | Electric        | 401-32-533-500-22 | 3301014467 | Uniform Svcs          | \$     | 129.40           |
| 55588   | Unifirst Corporation                                       | 8/19/2014 | Water           | 403-34-534-500-22 | 3301014467 | Uniform Svcs          | \$     | 11.76            |
| 55588   | Unifirst Corporation                                       | 8/19/2014 | Water           | 403-34-534-500-22 | 3301014372 | Uniform Svcs          | \$     | 85.34            |
| 55588   | Unifirst Corporation                                       | 8/19/2014 | Storm           | 406-38-553-350-22 | 3301014372 | Uniform Svcs          | \$     | 15.88            |
| 55588   | Unifirst Corporation                                       | 8/19/2014 | Motor Pool      | 501-00-548-300-22 | 3301014372 | Uniform Svcs          | \$     | 59.54            |
|         | <b>Unifirst Corporation Total</b>                          |           |                 |                   |            |                       | \$     | <b>359.46</b>    |
| 55589   | US Bank N.A. Custody Treasury D                            | 8/19/2014 | Finance         | 001-14-514-230-49 | 73114      | Safekeeping Fees July | \$     | 38.00            |
|         | <b>US Bank N.A. Custody Treasury Div.-Money Cntr Total</b> |           |                 |                   |            |                       | \$     | <b>38.00</b>     |
| 55590   | WA St Office of Minority & Women                           | 8/19/2014 | General Fund    | 001-19-518-901-49 | 3031229    | Bi-Annual Fee         | \$     | 109.00           |
|         | <b>WA St Office of Minority &amp; Women's Total</b>        |           |                 |                   |            |                       | \$     | <b>109.00</b>    |
| 55591   | Washington Tractor   | 8/19/2014 | Motor Pool      | 501-00-548-300-31 | 527103     | Flail Boom Parts      | \$     | 256.61           |
| 55591   | Washington Tractor   | 8/19/2014 | Motor Pool      | 501-00-548-300-31 | 527103     | Flail Boom Parts      | \$     | 427.67           |
| 55591   | Washington Tractor   | 8/19/2014 | Motor Pool      | 501-00-548-300-31 | 527103     | Flail Boom Parts      | \$     | 427.67           |
| 55591   | Washington Tractor   | 8/19/2014 | Motor Pool      | 501-00-548-300-31 | 527103     | Flail Boom Parts      | \$     | 598.75           |
|         | <b>Washington Tractor Total</b>                            |           |                 |                   |            |                       | \$     | <b>1,710.70</b>  |
| 55592   | Water Management Laboratories                              | 8/19/2014 | Storm           | 406-37-553-310-41 | 132640     | Water Testing         | \$     | 220.00           |
|         | <b>Water Management Laboratories Total</b>                 |           |                 |                   |            |                       | \$     | <b>220.00</b>    |
| 55593   | ZUMACH DARRIN  | 8/19/2014 | Electric        | 401-32-533-500-43 | 80414      | Mileage Reimbursement | \$     | 147.56           |
|         | <b>ZUMACH DARRIN Total</b>                                 |           |                 |                   |            |                       | \$     | <b>147.56</b>    |
|         | <b>8/19/2014 Total</b>                                     |           |                 |                   |            |                       | \$     | <b>75,406.83</b> |
| 55597   | Cagne Francine   | 8/21/2014 | Electric        | 401-00-131-000-00 | 82014      | Electric Refund       | \$     | 42.70            |
| 55597   | Cagne Francine   | 8/21/2014 | Water           | 403-00-131-000-00 | 82014      | Water Refund          | \$     | 23.26            |
| 55597   | Cagne Francine   | 8/21/2014 | Storm           | 406-00-131-000-00 | 82014      | Storm Refund          | \$     | 2.41             |
|         | <b>Cagne Francine Total</b>                                |           |                 |                   |            |                       | \$     | <b>68.37</b>     |
| 55596   | STEWART VIOLA  | 8/21/2014 | Electric        | 401-00-131-000-00 |            | Refund Check          | \$     | 42.69            |
| 55596   | STEWART VIOLA  | 8/21/2014 | Water           | 403-00-131-000-00 |            | Refund Check          | \$     | 23.27            |



| Check # | Name                       | Date      | Department | Account #         | Invoice # | Description  | Amount               |
|---------|----------------------------|-----------|------------|-------------------|-----------|--------------|----------------------|
| 55596   | STEWART VIOLA              | 8/21/2014 | Storm      | 406-00-131-000-00 |           | Refund Check | \$ 2.41              |
|         | <b>STEWART VIOLA Total</b> |           |            |                   |           |              | <b>\$ 68.37</b>      |
|         | <b>8/21/2014 Total</b>     |           |            |                   |           |              | <b>\$ 136.74</b>     |
|         | <b>Grand Total</b>         |           |            |                   |           |              | <b>\$ 414,584.68</b> |





## PROCLAMATION OF THE CITY OF MILTON

### 2014 National Recovery Month

**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 2012, 2.5 million people aged 12 or older received specialty treatment for a substance use disorder and 34.1 million adults aged 18 or older received mental health services, according to the *2012 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**, 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 2014 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 2<sup>nd</sup> day of September, 2014

---

Debra Perry, Mayor



## King County

### **Mental Health, Chemical Abuse and Dependency Services Division**

Department of  
Community and Human Services

CNK-HS-0400  
The Chinook Building  
401 Fifth Avenue, Suite 400  
Seattle, WA 98104

**206-263-9000**

206-296-0583 Fax  
206-205-1634 Fax – Clinical Services  
205-205-0569 TTY/TDD

April 30, 2014

The Honorable Debra Perry  
Mayor of Milton

RE: Request for a Proclamation for *Recovery Month* September 2014

Dear Mayor Perry:

We were pleased that the City of Milton declared the month of September 2013 as *National Recovery Month* and would again like to thank you for your support. As a follow-up to our January “Save the Date” e-mail and letter, we are writing today to request your assistance in securing a proclamation for September 2014. The theme for this year’s *Recovery Month* is “Join the Voices for Recovery: Speak Up, Reach Out,” which celebrates 25 years of National Recovery Month and encourages people to openly discuss – or speak up about – mental and substance use disorders and the reality of recovery. It aims to foster public understanding and acceptance of the benefits of prevention, treatment and recovery from behavioral health conditions. The observance also promotes ways first responders, faith leaders, youth and young adults, and policymakers can recognize these issues and reach out to help others, as well as themselves.

The purpose of *Recovery Month* is to promote recovery, celebrate those in treatment, and continue to educate our communities about how to overcome the barriers of stigma and discrimination. When a local government endorses *Recovery Month*, more people in their community are educated about the conditions of substance use disorders and mental health issues as well as the benefits that treatment and recovery support services have on our local communities and society. *Recovery Month* spreads the message that behavioral health is essential to health and overall wellness, and that prevention works, treatment is effective, and people with substance use and mental health issues can and do recover. People in recovery lead healthier lifestyles, both physically and emotionally, and contribute in positive ways to their communities.

Throughout the years, hundreds of proclamations have been signed to support *Recovery Month*, including 114 issued in communities across the country in 2013. The President of the United States has signed a proclamation declaring September as *Recovery Month* for the past 13 years, further recognizing substance use disorders and mental health issues as conditions that need to be

addressed, just like any other illness. Last year, the Governor of the State of Washington, the King County Executive, and Mayors of 33 cities and towns in King County each signed proclamations declaring September **Recovery Month**. Our goal is that every city and town in King County will celebrate the lives reclaimed and proclaim September 2014 **Recovery Month**.

Now in its 25<sup>th</sup> year, **Recovery Month** also honors the treatment and recovery service providers who assist the individuals and families with recovery. King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) contracts with service providers who deliver substance abuse and mental health services throughout King County, and we recognize their valuable contributions.

Each September, thousands of treatment and recovery programs and services around the country celebrate the recovery successes and share them with their neighbors, friends, and colleagues in an effort to educate the public about recovery, how it works, for whom, and why. There are millions of Americans whose lives have been transformed through recovery. These successes often go unnoticed by the broader population, therefore **Recovery Month** provides a vehicle to acknowledge and celebrate these accomplishments.

As part of our efforts to celebrate **Recovery Month** in September, King County MHCADSD is sponsoring the fourth Annual Recovery and Resiliency Conference. We would like you to join us in recognizing **Recovery Month** by issuing a proclamation.

We have attached for you to review two sample proclamations (traditional and modern versions) and have also included a link to the [National Recovery Month](#) website for further information. We are available to present additional information or testimony if that would be helpful. Please inform us if you intend to issue a proclamation, or if you have any questions about **Recovery Month**, by contacting Cheryl Goluch by e-mail at [cheryl.goluch@kingcounty.gov](mailto:cheryl.goluch@kingcounty.gov) or phone at 206-263-9111.

Thank you in advance for your consideration.

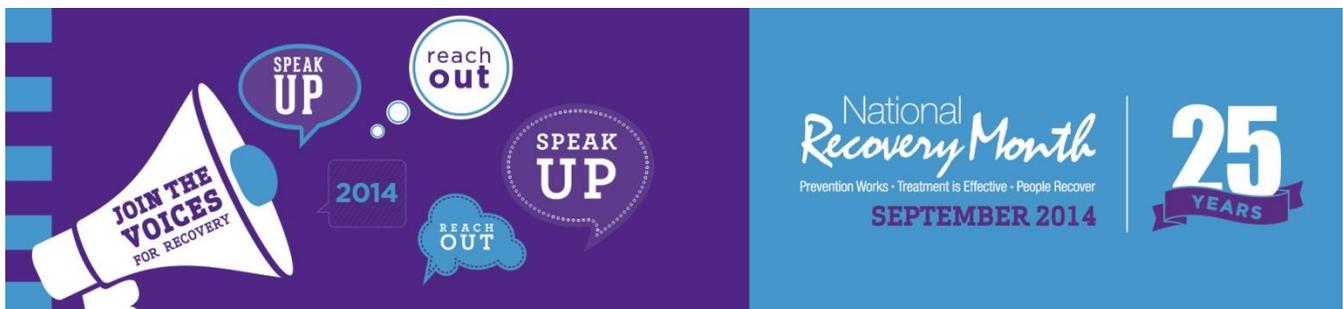
Sincerely,



Jim Vollendroff, MPA, NCACII, CDP  
Division Director  
206-263-8903



Jean Robertson, LICSW  
Assistant Division Director/ RSN Administrator  
206-263-8904





To: Mayor Perry and Councilmembers  
From: Public Works Director Neal  
Date: September 2, 2014 Regular Session  
Re: Street Striping by King County

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**ATTACHMENTS:** Resolution No. 14-1851

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Expenditure Required: est. \$15,000.00

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**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 \$15,000 is included in the adopted 2014 budget.

**Recommendation/Action:** Approve through consent agenda.

**RESOLUTION NO. 14-1851**

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.

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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 \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Debra Perry, Mayor

Attest/Authenticated:

\_\_\_\_\_  
Katie Bolam, City Clerk

Back to Agenda Bill

Filed with the City Clerk:  
Passed by the City Council:



To: Mayor Perry and City Councilmembers  
From: Interim City Administrator Langford  
Date: September 2, 2014  
Re: **Required Public Hearing for Ordinance Adopting a Six-Month Moratorium on the Establishment of Marijuana Businesses**

---

**ATTACHMENTS:** Ordinance 1846-14

---

**TYPE OF ACTION:**

Information Only     Discussion     Action     Expenditure Required

**Recommendation/Action:** Provide an open forum for public comment on the ordinance adopting a six-month moratorium on the establishment of marijuana businesses in the City of Milton.

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**Background:** The City of Milton had previously adopted regulations on marijuana related uses.

On Thursday, January 16, 2014, the State Attorney General issued a formal opinion that states that local governments may ban marijuana businesses or impose stricter regulations than those of I-502.

The Milton City Council passed ordinance 1835-14 on January 21, 2014, enacting a six-month moratorium on marijuana related businesses.

Several local jurisdictions, including Pierce County, have enacted temporary moratoriums and bans on marijuana businesses. The Milton City Council passed Ordinance 1846-14 on July 7, 2014, enacting a six-month moratorium, deeming it to be in the public interest to establish a zoning moratorium until the City of Milton can consider and adopt regulations to prevent the City from having to bear a disproportionate share of negative impacts resulting from an unreasonable number of marijuana businesses with the City.

The Milton City Council referred the item to the Planning Commission for recommendations on regulating marijuana related businesses.

State law, RCW 36.70A.390, requires a public hearing on this action within 60 days of the ordinance being passed. The Public Hearing was set for September 2, 2014.

**CITY OF MILTON  
ORDINANCE 1846-14**

**AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON; ADOPTING A SIX-MONTH MORATORIUM ON THE ESTABLISHMENT OF MARIJUANA BUSINESSES; PROVIDING FOR A PUBLIC HEARING; REFERRING THE MATTER TO THE PLANNING COMMISSION; REPEALING ORDINANCE 1835-14; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the City of Milton enacted Ordinance 1819-13 adopting regulations on marijuana related uses, and

**WHEREAS**, the Washington Court of Appeals, Division I, held recently that sale of marijuana at retail collective gardens or collective garden distribution points are illegal under Washington Law in *Cannabis Action Coalition v. City of Kent*, 322 P.3d 1246 (2014); and

**WHEREAS**, the Washington State Attorney General has issued a formal opinion (AGO 2014 No.2) that states that local governments may ban marijuana businesses within their jurisdiction or impose stricter regulations than those in I-502; and

**WHEREAS**, several local governments around the City, including Pierce County, have enacted moratoriums and bans on marijuana businesses resulting in the possibility that a disproportionate number of marijuana businesses will locate in the City of Milton; and

**WHEREAS**, the City Council, deeming it to be in the public interest to establish a zoning moratorium until the City of Milton can consider and adopt regulations to prevent the City from having to bear a disproportionate share of negative impacts resulting from an unreasonable number of marijuana businesses within the City, adopted Ordinance 1835-14 enacting a six-month moratorium; and

**WHEREAS**, additional time is required for the City Council to receive recommendations from the Planning Commission on regulating Marijuana related businesses, and to take action thereon; and

**WHEREAS**, RCW 36.70A.390 provides for a zoning moratorium subject to a public hearing being held within 60 days of the passage of this ordinance,

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

**Section 1. Findings of Facts:** The recitals set forth above are hereby adopted as preliminary findings of facts. The Milton City Council may, at its discretion adopt additional findings at the conclusion of the public hearing referenced below.

**Section 2. Moratorium:** The Milton City Council hereby imposes an immediate six-month moratorium on the acceptance of any development permit or business applications for, and prohibiting the location and establishment of, any marijuana business licensed under Chapter 69.50 RCW involving retail sale, growing, production and processing of marijuana. No building permit, occupancy permit, or other development approval for these purposes shall be issued while this moratorium is in effect.

**Section 3. Planning Commission Referral:** The Milton Planning Staff is hereby authorized and directed to develop updated draft regulations regarding marijuana businesses. The regulations shall be referred by September 30, 2014 to the Milton Planning Commission for review and recommendation to the City Council for inclusion in the zoning ordinances of the City of Milton. The Milton Planning Commission is directed to review and make recommendations on the regulations to the City Council by October 31, 2014.

**Section 4. Public Hearing Date:** Pursuant to RCW 36.70A.390, the City Council sets the City Council Regular Meeting on September 02, 2014, at 7:00 p.m. at 1000 Laurel Street, Milton, Washington, as the date and time for a public hearing on the continuance of this moratorium, and the City Clerk is directed to cause appropriate notice of such hearing to be given.

**Section 5. Repealed:** Ordinance 1835-14 is hereby repealed.

**Section 6. Severability:** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or Federal law or regulations, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

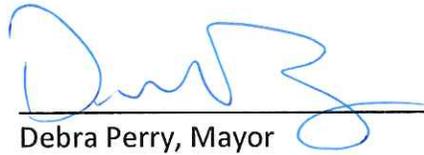
**Section 7. Duration of Moratorium:** The moratorium set forth in this ordinance shall be in effect for a period of six months from the date this ordinance is passed and shall automatically expire on that date unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the Milton City Council.

**Section 8. Transmittal to Department:** Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

**Section 9. Publication:** This ordinance shall be published by an approved summary consisting of the title.

**Section 10. Effective Date:** This ordinance shall be in full force and effect five (5) days from and after its passage, approval, and publication as provided by law.

**PASSED AND APPROVED** at the regular meeting of the Council of the City of Milton, Washington, this 7th day of July, 2014.



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Debra Perry, Mayor

Attest/Authenticated:



---

Katie Bolam, City Clerk

Approved as to form:



---

Bio Park, City Attorney

Back to Agenda Bill



To: Mayor Perry and City Councilmembers  
From: Public Works Director Neal  
Date: September 2, 2014 Regular Meeting  
Re: **Access Corridor Clarification**

---

**ATTACHMENTS:**

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**TYPE OF ACTION:**

Information Only     Discussion     Action     Expenditure Required

**Recommendation/Action:** "I move to postpone this item until the September 15, 2014 meeting."

**Fiscal Impact/Source of Funds:** This work was part of the Planning Commission 2012 Work Plan. No additional funds will be expended on this item after adoption of the ordinance.

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**Previous Council Review:** Council reviewed this at the May 12<sup>th</sup> Study Session, and at the May 19<sup>th</sup> 2014 Council meeting elected to postpone this topic until June 16<sup>th</sup>. On June 16<sup>th</sup>, due to staff work load, Council postpones the item until September 2<sup>nd</sup>.

**Background:** Currently there is an inconsistency in the Municipal Code as it relates to "access corridors" and how they are addressed in development proposals. The goal of this code amendment is to fix this inconsistency. The Planning Commission moved to recommend approval of this ordinance to Council at their September 2012 meeting, by a vote of 6-1.

**Discussion:** Although additional information has been gathered, staff needs a little more time to prepare for this item. Staff suggests postponing again until the third meeting of September.



To: Mayor Perry and City Councilmembers  
From: Public Works Director Neal  
Date: September 2, 2014 Regular Session  
Re: **Electric System Curtailment Equipment Purchase**

---

**ATTACHMENTS: A. Estimated Cost of Load Curtailment Equipment**

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Expenditure Required: \$50,000

**Recommendation/Action:**

“I move to approve the expenditure of up to \$50,000 for the purchase and installation of equipment that will enable City staff to curtail electrical load as necessary.”

**Fiscal Impact/Source of Funds:** The Electric Utility Fund’s approved 2014 budget includes \$35,000 for Load Curtailment Equipment. The final price will be slightly higher, but the additional cost can be accommodated elsewhere in the Electric Utility’s budget.

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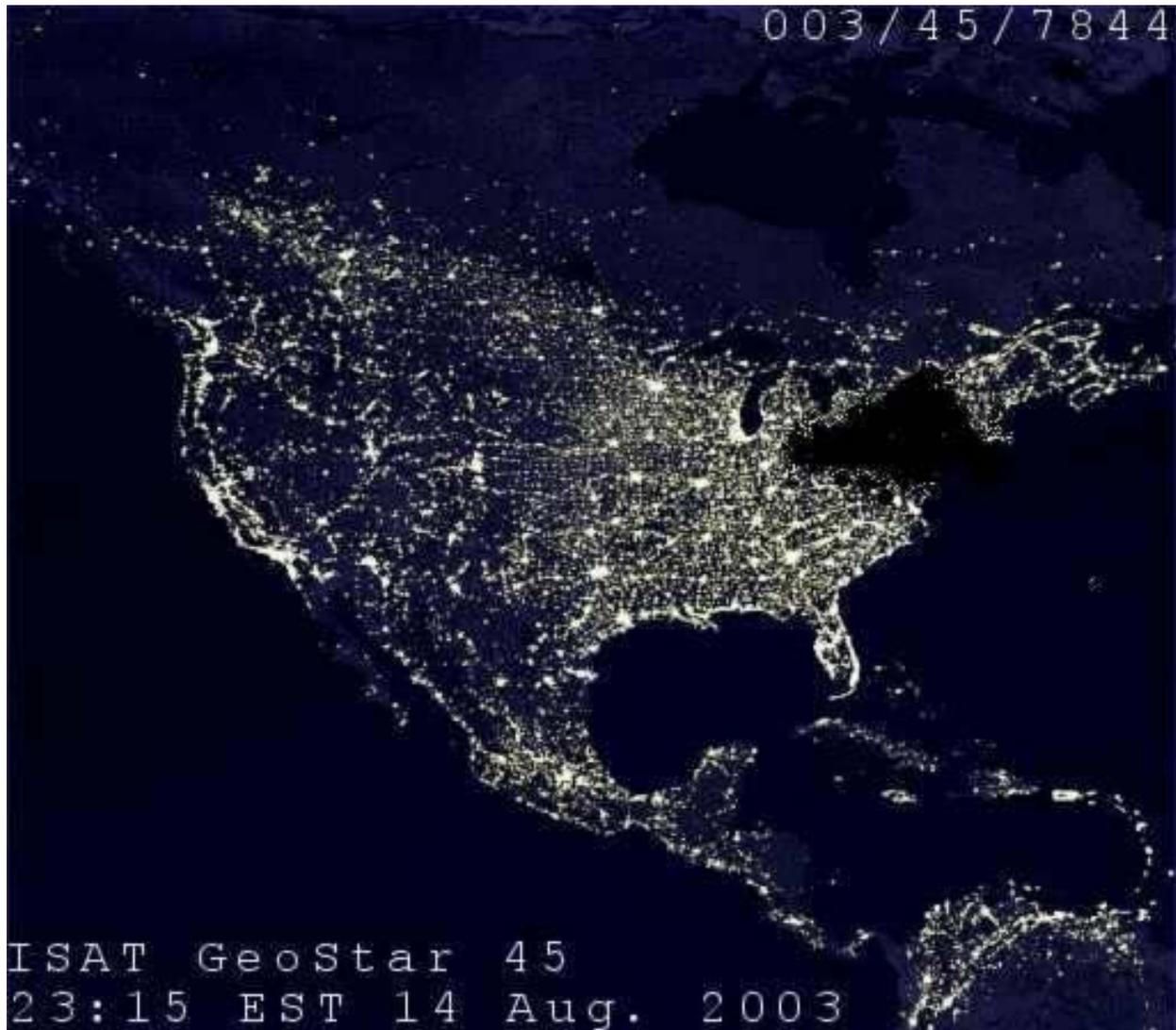
**Previous Council Review:** Council discussed during the budget sessions in 2013, and again briefly at the February 8, 2014 Council Retreat.

**Issue:** The City of Milton needs to purchase and install some equipment to comply with load curtailment requirements.

**Background:** On August 14, 2003, a series of unrelated events cascaded into a region-wide blackout on the east coast.

It started simply enough; a telemetry problem at 12:15 p.m. trips an electrical level monitoring tool in Indiana. Although the telemetry problem is fixed, an operator forgets to restart the monitoring tool. Then an hour later a generating plant in Ohio shuts down due to maintenance problems. Over the next 90 minutes, several overhead

transmission lines in northeast Ohio fail due to contact with trees. Although alarm systems trigger from the drops in voltage, no action is taken. Backup systems automatically start transferring the electric load, causing overloads in other electric plants in other states. Circuit breakers in substations trip, more transmission lines fail, and more electric providers are unwittingly drawn into an overload situation. It takes multiple U.S. states and Canadian provinces separating from the electric grid to stop the cascading effect, but the damage is already done. At 4:13 p.m., barely 4 hours have passed, and 256 power plants are offline resulting in a massive power blackout on the east coast.



This was considered by some the worst power outage in the nation's history.

One of the results of this event, and reinforced by a 2011 southern California outage, was a new requirement for electric utilities to be able to curtail load – voluntarily drop off the grid in the event of an overload to the system.

**Discussion:** All of the City's power comes through the Surprise Lake Substation, which is owned and maintained by BPA. However, the transmission power lines that transport the power to the substation are owned and operated by Tacoma Power. The City of

Milton, along with all the other small electric companies in Pierce County, have been coordinating with Tacoma Power for the past year and half regarding curtailment of electrical load.

Through a cooperative effort of all parties involved, the group has identified and evaluated several potential solutions. Curtailment has many different requirements: there needs to be a strict process for curtailment communication and confirmation, there is a small window of time for responding to a curtailment need, and the system response needs to protect and assure reliable operations for all of the area utilities that are involved.

The final solution chosen is a combination of web-based and cellular communication technologies. Tacoma Power's decision and communication that curtailment is needed translates into an alert on a staff person's cell phone, which can then remotely operate the switches on our side of the substation.

For this solution to work, we need to replace the switches at the substation with new digital relays. Attached is an estimate of cost to purchase and install these new switches. The cost shown does not include sales tax, and we are also looking into an estimate from another vendor for comparison purposes.

# Ripplinger Engineering Laboratories

Telephone: 509-892-1375

Fax: 509-892-7471

Internet: R.E.L@comcast.net

4117 N. Garry Rd.

Otis Orchards, WA 99027



REL

31 July 2014

Richard Bronson  
Electric Supervisor  
City of Milton  
253-517-2737

RE: Engineer's Estimate for City of Milton Substation Protection and Control Upgrade.

Mr. Bronson;

Dave Lagerquist and I have discussed the required engineering, equipment, installation and commissioning required installing contemporary protective relaying and controlling in three of City's medium voltage circuit breakers. We have added provision for load shedding protection. In addition, we have added drawings for a new circuit breaker schematic and wiring diagrams.

REL has been working with Lager's ETM for over 18 years performing similar work. Please find the following an engineer's estimate of cost for this project:

| Item | Description:  | Quantity   | Per Unit | Total   |
|------|---|------------|----------|---------|
| A    | Schweitzer 351A digital protective relay, complete protection package with open / close pushbuttons built into relay, with power elements, voltage sag and surge elements, 10/100 Base-T communications, 5 Amp Ct ckts, 24 Vdc Control Voltage, and USB connection plug | 3          | \$3700   | \$11100 |
| B    | States protective relay test switches, 2 per protective relay   | 6          | \$250    | \$1500  |
| C    | 24 Vdc Battery bank and Charger   | Lot        | \$1200   | \$1200  |
| D    | Wire, terminals etc   | Lot        | \$500    | \$500   |
| E    | Design Engineering  | 60 hrs     | \$150    | \$9000  |
| F    | Drafting  | 80 hrs     | \$50     | \$4000  |
| G    | Installation, test and commissioning  | 80 hrs     | \$150    | \$12000 |
| H    | Hotel, per diem   | 10 days    | \$200    | \$2000  |
| I    | Vehicle expense   | 2000 miles | \$0.75   | \$1500  |
| J    | Total   |            |          | \$42800 |

Sincerely,

Craig A. Ripplinger, P.E.

***LAGERS' E. T. & M.***  
***ELECTRICAL TESTING AND MAINTENANCE***  
***P. O. BOX 164***  
***CHENEY, WA 99004-0164***

Richard Bronson  
City of Milton

Dick,  
I will add this to the engineer's quotation for your substation work. At the present I am looking at late October or November to perform the tasks. Once we have a purchase order we can obtain the relays and have them programmed when we get to your site. We will need a heavy gauge aluminum sheet (1/8") to place over your present doors to cover all the cut outs that are now there, as we will not need but one. This relay will do it all, and will also spend some time going over it with your people so they can navigate around the units. The engineer also plans to install a small battery system to keep relays energized during power outage. Unless you can borrow from Tacoma's if they have one. Best to have your own, and we will place these in empty compartment-as only 24 vdc will be needed.  
If you have any questions please feel free to call me. Thanks or call Craig.

Included will be the rate schedule for my company for the year 2014. Thank you for considering Lagers' E. T. & M. to be a part of your maintenance/commissioning process.

- Assistance: Customer will furnish one contact person to assist in answering questions, be a median between different contracting groups, and facilitate all matters in increasing the efficiency of testing and commissioning of equipment.
- Power source: Customer will furnish or make available 120/240/480 volt power to operate test and cleaning equipment.
- Repairs: repairs will not be performed unless pricing and timeliness has been agreed upon between the customer and Lagers' E. T. & M. Customer will immediately be notified of necessary repairs and the decision to proceed will be made by the customer.
- Equipment: The units will be made available in a timely matter so that we can proceed with testing and commissioning.
- Taxes: The customer will be responsible for any taxes or other tariffs that are accorded by law in their locale or jurisdiction.
- Reports: Reports will be furnished to customer within twenty working days of completion of job.
- Payment terms: Net 30 days

**2014 RATE SCHEDULE**

|                                |                                  |                            |
|--------------------------------|----------------------------------|----------------------------|
| <b>HOURLY RATE</b>             | <b>OVERTIME RATE THE SAME</b>    | <b>\$125.00 PER HOUR</b>   |
| <b>Engineer E.E.</b>           | <b>OVERTIME RATE THE SAME</b>    | <b>\$150.00 PER HOUR</b>   |
| <b>Journeyman</b>              | <b>OVERTIME RATE THE SAME</b>    | <b>\$85.00 per hour</b>    |
| <b>Non technical personnel</b> | <b>OVERTIME RATE THE SAME</b>    | <b>\$40-70.00 per hour</b> |
| <b>PER DIEM</b>                | <b>DAILY CHARGE per person</b>   | <b>\$200.00 PER DAY</b>    |
| <b>MILAGE</b>                  | <b>FROM OFFICE TO JOB SITE</b>   | <b>\$0.65 PER MILE</b>     |
| <b>Materials/parts</b>         | <b>Needed for job completion</b> | <b>20% over cost</b>       |
| <b>Test equipment</b>          | <b>Daily</b>                     | <b>\$300.00</b>            |
| <b>Rental equipment</b>        |                                  | <b>Cost plus freight</b>   |

We use the NETA 2009 MTS Standards, ANSI, IEEE, and the device manufacturers' recommended testing and maintenance procedures. We are also NICET certified for testing of electrical power systems.

Best regards,  
*Dave Lagerquist*

David Lagerquist  
 (509) 235-5843 office  
 (509) 235-4118 fax  
**(509) 981-5568 cell**



Back to Agenda Bill



To: Mayor Perry and City Council Members  
From: Public Works Director, Neal  
Date: September 2, 2014 Regular Meeting  
Re: **Revised Joint Utility Pole Use Agreement**

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

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**TYPE OF ACTION:**

Information Only     Discussion     Action     Expenditure Required:

**Recommendation/Action:** This is the first reading of this item, so no action is necessary, and the proposed agreement will be brought back to Council for approval at a later date.

However, if Council is comfortable with this document, it can be approved tonight with the following motion:

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

---

**Previous Council Review:** N/A

**Issue:** Consideration of a revised joint pole use agreement.

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

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

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

Contract No. \_\_\_\_\_

## LICENSE AGREEMENT

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

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

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

(b) **Licensee:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**LICENSEE**

By: \_\_\_\_\_  
(Signature)  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**LICENSOR**

CITY OF MILTON

By: \_\_\_\_\_  
Debra Perry, Mayor  
Date: \_\_\_\_\_

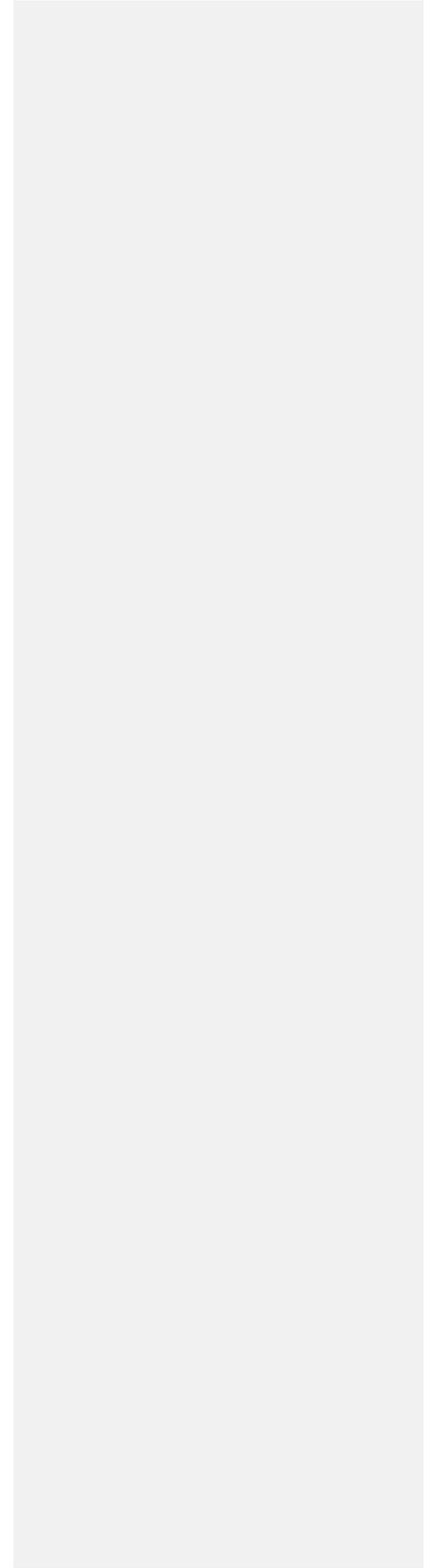
**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

Office of the City Attorney

\_\_\_\_\_  
W. Scott Snyder



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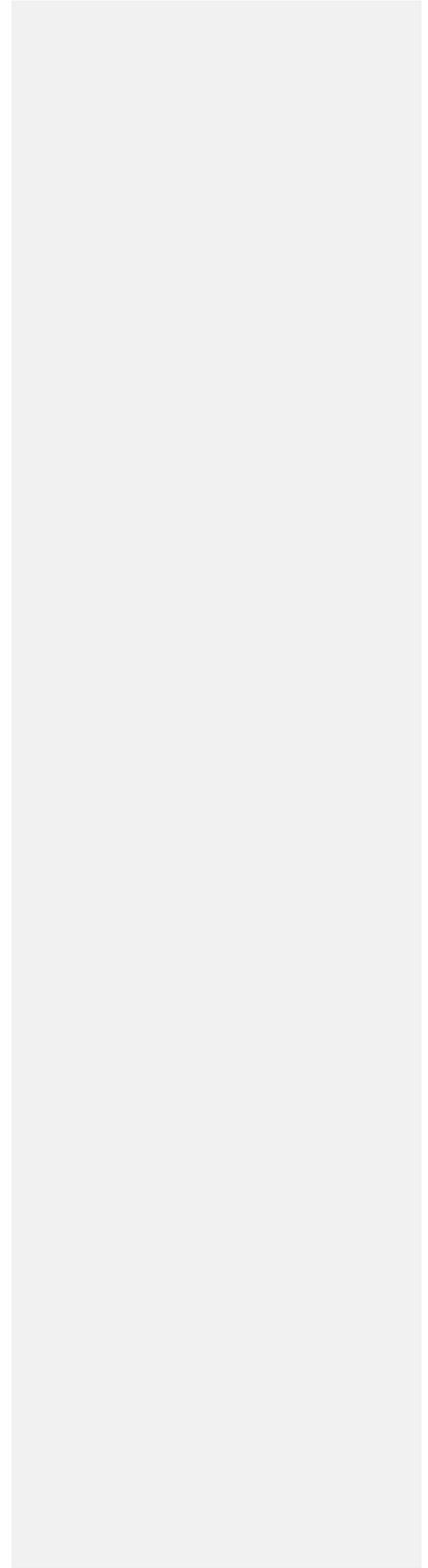
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## TERMS AND CONDITIONS

### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. PURPOSE

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

## 3. LICENSOR OBLIGATIONS

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

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

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

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

## 4. LICENSEE OBLIGATIONS

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

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

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

4.4. Technical Requirements and Specifications.

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

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

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

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

4.8. Identification Markers.

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

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

## 5. MUTUAL OBLIGATIONS

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

## 6. ESTABLISHING ATTACHMENT TO POLES

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

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

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

### 6.4. Make Ready Estimate.

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

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

## 7. PAYMENT PROVISIONS

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

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

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

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

Comment [LN1]: ?

## 8. INSPECTIONS

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

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

## **9. AUDITS**

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

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

## **10. UNAUTHORIZED ATTACHMENTS**

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

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

## **11. REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

## **13. REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

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

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

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

#### **14. INDEMNIFICATION**

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

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

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

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

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

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

## 15. LIMITATIONS ON DAMAGES

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

## 16. INSURANCE

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

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

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

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

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

## **17. DEFAULTS**

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

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

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

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

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

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

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

**18. TERMINATION OF AGREEMENT**

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

**19. WAIVER OF TERMS OR CONDITIONS**

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

**20. MODIFICATIONS**

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

**21. PAYMENT OF TAXES**

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

**22. NOTICES**

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

**23. PUBLIC RECORD**

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

**24. FORCE MAJEURE**

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

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

## **25. CONSTRUCTION OF AGREEMENT**

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

## **26. OWNERSHIP RIGHTS**

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

## **27. THIRD PARTY BENEFICIARIES**

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

## **28. SEVERABILITY**

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

## **29. PRIOR AGREEMENTS SUPERSEDED**

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

## **30. ASSIGNMENT AND TRANSFER**

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

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

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

**32. SURVIVAL; LIMITATIONS ON ACTIONS**

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

**[END OF TERMS AND CONDITIONS]**

**Exhibit 1.0**

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

**FEES & CHARGES**

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

Calculated by using the FCC's Telecom Formula where:

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

**Pole Measurements:**

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

**Pole Attachment Rate Calculations, FCC Formula**

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

**Adjustment of Annual Pole Attachment Fee:**

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

**2. Non-Recurring Fees:**

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

**3. Unauthorized Attachment Fee:**

- 3 x Annual Attachment Fee, per occurrence

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

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

**Exhibit 1.1**

**Application No.** \_\_\_\_\_

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

**Name of Licensee Company:**

**POLE ATTACHMENT APPLICATION**

**[INSERT CURRENT POLE ATTACHMENT APPLICATION]**

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

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

The following information is attached as part of this Application:

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

**LICENSEE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**List of Poles**  
(use additional sheets as necessary)

**Exhibit 1.11**

**Application No.** \_\_\_\_\_

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

**Name of Licensee Company:**

**LOCATION OF LICENSEE SERVICE AREA**

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

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

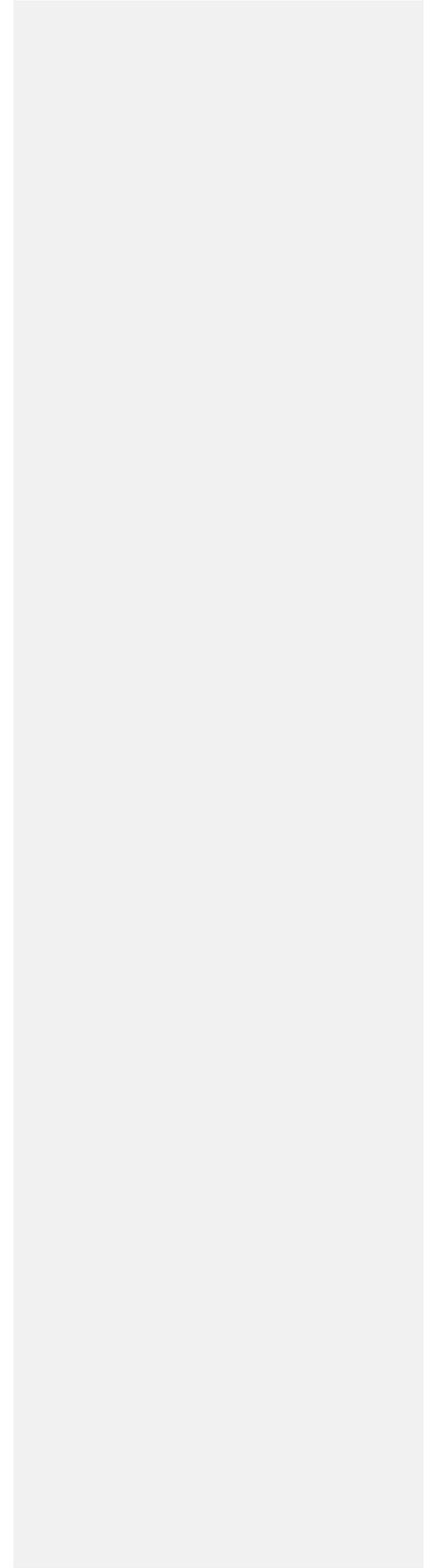
This map need not show the precise location of each of Licensor's poles to which attachment is sought, but should identify the general area in which Attachments currently exist or are planned.

**LICENSEE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1.12**

**Application No.** \_\_\_\_\_

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

**Name of Licensee Company:**

**LICENSOR RULES AND PRACTICES FOR  
ATTACHMENTS**

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

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

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

\* \* \*

**Exhibit 1.14**

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

**MAKE READY ESTIMATE**  
**AND ACCEPTANCE OF MAKE READY ESTIMATE**

**Make Ready Estimate**

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

[SEE ATTACHED]

**LICENSOR:**

CITY OF MILTON

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Public Works Director

Date: \_\_\_\_\_

\* \* \*

**Acceptance of Make Ready Estimate**

The above Make Ready Estimate is accepted by Licensee.

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

**LICENSEE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



To: Mayor Perry and City Councilmembers  
From: Interim City Administrator Mark Langford  
Date: September 2, 2014 Regular Meeting  
Re: **Council Reports Protocol**

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**ATTACHMENTS:** Council minutes from June 2, 2014

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**TYPE OF ACTION:**

Information Only  Discussion  Action  Expenditure Required:

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**Previous Council Review:** At the June 2, 2014 City Council meeting, Mayor Pro Tem Taylor requested a study session to review the protocol for Council reports during City Council meetings; Councilmember Jones seconded the request.

**Background:** It is a regular agenda item for Councilmembers to provide individual statements at the end of regular council meetings.

**Discussion:** Determine the Council's intent for individual statements during Council meetings.



## CITY COUNCIL MINUTES

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**Regular Meeting**  
**Monday – June 2, 2014**  
**7:00 p.m.**

### **CALL TO ORDER**

Mayor Pro Tem Taylor called the regularly-scheduled meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

### **ROLL CALL**

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

Absent: Councilmember Ott – **MOTION** to excuse – **passed 6/0**

### **STAFF PRESENT**

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

### **ADDITIONS / DELETIONS**

None.

### **CITIZEN PARTICIPATION**

None.

### **CONSENT AGENDA**

Approval of:

- A. Minutes
  - a. May 19 Regular Meeting
- B. Claims Approval
  - a. Payroll disbursement for 5/20/14 in the amount of \$131,542.27.

**COUNCILMEMBER MORTON MOVED**, seconded by Councilmember Whalen, to approve the consent agenda. **Passed 6/0.**

## PUBLIC HEARING

### A. Adoption of Water Utility Capital Improvement Plan & Associated Budget Amendment

Mayor Pro Tem Taylor opened the public hearing at 7:02 pm.

Director Neal provided a brief presentation of this item.

Mayor Pro Tem Taylor closed the public hearing at 7:04 pm.

## REGULAR AGENDA

### A. Water Utility Capital Improvement Plan a. Adoption of Water Utility CIP – Ordinance b. Adoption of Budget Amendment – Ordinance

Council asked for and received clarification on some of the projects. Limited discussion ensued on the possibility of a rate study.

**COUNCILMEMBER ZAROUDNY MOVED**, seconded by Councilmember Whalen, to approve the attached Ordinance adopting the proposed Water Utility 6-Year Capital Improvement Plan. **Passed 6/0.**

**COUNCILMEMBER WHALEN MOVED**, seconded by Councilmember Morton, to approve the attached Ordinance adopting a budget amendment for the Water Utility 6-Year Capital Improvement Plan. **Passed 6/0.**

### B. Police Department – Agreement for use of Harrison Range

Interim City Administrator Langford presented this item.

**COUNCILMEMBER JONES MOVED**, seconded by Councilmember Morton, to approve the Release of All Claims/Hold Harmless Agreement with the City of Tacoma for the Police Department use of and training at Harrison Range in Tacoma. **Passed 6/0.**

## DIRECTOR'S REPORTS

Director Neal:

- Alder Street stormwater project nearing completion.
- Water main leaks are being repaired. Vegetation control underway. Summer capital projects beginning.
- Hoped to bring forward an agreement tonight for roof of senior center – bid came back high. Going out for formal bid process in hopes of lower cost. Expects project to be complete by end of summer.

Director Tylor:

- Addition of Accounting Supervisor, Betty Garrison, is a great addition to our staff. Very knowledgeable and positive.
- Finance Tech/Utility Clerk Judy Veitenheimer is retiring the end of July, so the position is now posted.
- The city is working with various entities for options for long-term IT needs.

## CITY ADMINISTRATOR REPORT

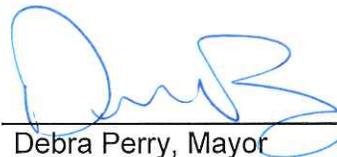
- Announcement for Police Chief was posted last week – he will send out to Council a copy of that flyer. Application process closes June 20, with panels planned for mid-late July.
- Progress on old police headquarters remodel – some items not included in the original bid will result in a change in costs, to be presented to council at a later meeting for approval.

## COUNCIL REPORTS

- Councilmember Zaroudny
  - Milton featured on Yahoo regarding attempted robbery at a residence. Happy that the roof will be accomplished this summer, but so embarrassed to that ugly roof during the Chief's TV interview.
- Councilmember Manley
  - Confirmed that the mansard is part of the roof repair.
  - In favor of seeing the water rate study brought to Council – seconded by Mayor Pro Tem Taylor.
- Councilmember Morton
  - Commend city staff for work improving the grass along Milton Way.
  - One morning the sprinklers were watering the street extensively. Director Neal will follow up.
  - Not familiar with the news item that Councilmember Zaroudny referred to.
  - Congratulations to Director Neal for winning the Poker Walk.
- Councilmember Whalen
  - More soliciting is occurring with the nicer weather. Solicitors should be registering with city hall.
  - T-Ball benches bring organization to the games – nice to see.
  - Compliments on Milton Way grass improvements.
  - Looking forward to removal of construction cones along Meridian!
  - Neighbor's comment – 11<sup>th</sup> Ave apartments have steep driveway, requiring constant brush cutting for clear site view.
- Councilmember Jones
  - Saw crews on 23<sup>rd</sup> cleaning the planter strips – looking great.
  - Milton was well-represented at the schools for PW Week.
  - Packet on Surprise Lake was very informative and interesting.
- Mayor Pro Tem Taylor
  - Requests study session for protocols for what Council reports are used for – seconded by Councilmember Jones.

## ADJOURNMENT

Adjourned at 7:36 p.m.

  
Debra Perry, Mayor

ATTEST:

  
Katie Bolam, City Clerk

Back to Agenda  
Bill