



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

April 8, 2013
Monday

Next Ordinance: 1822-13
Next Resolution: 13-1833

Regular Meeting
7:00 p.m.

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

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

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

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

5. Consent Agenda

A. Minutes – Approval of the minutes of:

- i. March 18, 2013 Regular Meeting
- ii. April 1, 2013 Study Session

B. Claims Approval:

- i. Approval of the 3/20/13 payroll direct deposits, checks, and benefits, in the amount of \$ 125,611.74.

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 checks/vouchers numbers 53703-53769 in the amount of \$ 581,428.64.

C. Kent Street Detention Project

6. Proclamations

- A. Pierce County Reads 2013

7. Public Hearing

- A. Franchise Agreement with Zavo Group

8. Regular Agenda

- A. Ordinance Renewing EMS Levy

9. City Administrator Report

10. Council Reports

11. Mayor's Report

12. Adjournment

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

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

Thank you.

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

April 2013			
Mon 04/08	7:00 pm	Regular Meeting	A. Acceptance of Kent Street Detention Project (Consent) B. Proclamation & Presentation – Pierce County Reads C. Public Hearing - Franchise Agreement with Zayo Group D. Ordinance Renewing EMS Levy
Mon 04/15	7:00 pm	Regular Meeting	A. Adoption of Franchise Agreement – Zayo Group A. First Quarter Financial Report B. Community Events Budget C. Review of Previous Budget Cuts
May 2013			
Mon 05/06	7:00 pm	Study Session	A. Solid Waste Contract Discussion B. Adoption of 2012 Stormwater Manual C. Streets Presentation – 15 minutes
Mon 05/13	7:00 pm	Regular Meeting	A. Public Hearing - PSE Franchise Renewal D. Public Hearing on Sale of Property at 20 th Ave Reservoir Site B. Adoption of Budget Amendment Ordinance
Mon 05/20	7:00 pm	Regular Meeting	A. Adoption of PSE Franchise Agreement B. Olofsson Estates Park Rezoning Request
Mon 06/03	7:00 pm	Study Session	A. 6 – Year Transportation Improvement Program
Mon 06/10	7:00 pm	Regular Meeting	A. Public Hearing & Adoption of 6 – Year Transportation Improvement Program B. Approval of Budget Amendment Ordinance
Mon 06/17	7:00 pm	Regular Meeting	
July 2013			
Mon 07/01	7:00 pm	Study Session	
Mon 07/08	7:00 pm	Regular Meeting	
Mon 07/15	7:00 pm	Regular Meeting	A. 2013 2 nd Quarter Financial Report & Mid-Year Budget Review
Mon 08/05	7:00 pm	Study Session	
Mon 08/12	7:00 pm	Regular Meeting	
Mon 08/19	7:00 pm	Regular Meeting	**MEETING CANCELLED**



Regular Meeting
Monday – March 18, 2013
7:00 p.m.

CALL TO ORDER

Mayor Perry called the regular meeting to order at 7:03 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present were Mayor Pro Tem Taylor, and Council Members Jones, Ott, Whalen, and Zaroudny.

STAFF PRESENT

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

ADDITIONS / DELETIONS

None.

CITIZEN PARTICIPATION

None.

CONSENT AGENDA

Approval of:

- Minutes:
 - March 11 Council Retreat – Continued from March 4
 - March 11 Regular Meeting
- Claims Vouchers:
 - Checks/vouchers numbers 53654-53702 in the amount of \$ 157,849.72.

MAYOR PRO TEM TAYLOR MOVED, seconded by Councilmember Whalen, to approve the Consent Agenda. **The motion was voted on and carried 5/0.**

REGULAR AGENDA

Item 6A – Pedestrian Crossing Improvement Policy

Director Neal provided a summary of the packet information and considerations for where to install beacons, and said staff will watch for grant fund opportunities.

Discussion included comprehensive plan allowance, whether to establish city-wide policy or identify one or a few installation locations, and funding possibilities.

7:12 p.m. – Councilmember Manley arrived.

General consensus of top locations at Porter Way/Milton Trail and Milton Way/11th Ave.

Request for staff to bring back a policy for consideration, with a list of all uncontrolled intersections in Milton – tentatively scheduled for May/June.

Item 6B – Approval of Visioning Scope of Work & Budget

City Administrator Mukerjee said this proposal is based on discussions from the Council retreat and explained the costs.

Discussion regarding the proposed motion language combining two separate cost items resulted in a decision to separate into two motions.

7:24 p.m. – Councilmember Morton arrived.

MAYOR PRO TEM TAYLOR MOVED, seconded by Councilmember Zaroudny, to approve the attached scope of work and budget in Exhibit B (for \$33,389) for the visioning project, to be funded from fund balance of the General Fund, and authorize the Mayor to execute the necessary contracts.

Mayor Pro Tem Taylor said it's important to clarify these two costs for the public.

Director Neal clarified the monetary breakdown within Exhibit B.

Speaker	Address	Comments
Leonard Sanderson	1201 24 th Ave Ct	This is the third time the City has spent good chunks of money on visioning – he strongly encourages Council to follow through with this significant task.

The motion was voted on and passed 7/0.

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Jones, to approve \$20,000 for the Comprehensive Plan update to be funded from fund balance of the General Fund, and authorize the Mayor to execute the necessary contracts.

Councilmember Whalen said that citizens do not want the City to frivolously spend money; this is a commitment.

Councilmember Jones said that the Comprehensive Plan update is necessary and will support the visioning work to come.

The motion was voted on and passed 7/0.

Mayor Perry invited former Mayor Leonard Sanderson to offer advice to make this opportunity for visioning work differently than the past attempts.

Speaker	Address	Comments
Leonard Sanderson	1201 24 th Ave Ct	There's not so much something different to do, only to follow through, even in the face of potential opposition.
Jacquelyn Whalen	1605 13 th Ave	Remembers the past attempts did not involve citizens in the meaningful decisions and disregarded public comment; also the scope was too broad and unrealistic.

City Administrator Mukerjee said that the dollar amount included in the motion should read \$33,839 rather than \$33,389, which will then be consistent with Exhibit B.

MAYOR PRO TEM TAYLOR MOVED, seconded by Councilmember Whalen, to amend the earlier motion for a monetary amount of \$33,839.

The motion was voted on and passed 7/0.

Item 6C – Ordinance 1820-13 – Amending Business License

City Administrator Mukerjee explained this would make a minor change to the Code to state that Milton will require proof of a state license before issuing a local business license in situations where a state license is required to do business in Washington.

COUNCILMEMBER MANLEY MOVED, seconded by Councilmember Jones, to approve the attached ordinance (1820-13) amending business license application requirements.

The motion was voted on and passed 7/0.

CITY ADMINISTRATOR REPORT

- Reminder this Saturday of the Town Hall meeting with State Representative Linda Kochmar – in the Activity Center’s Red Room.
- Porter Way will be closed 3/22-3/24 - clarified emergency response during this time.

COUNCIL REPORTS

Councilmember Zaroudny

- Requested a progress report on the police station – Mayor Perry said that donations have slowed up considerably, and fundraisers are in the works.

Councilmember Manley

- Apologized for tardiness.

Councilmember Morton

- Apologized for tardiness.

Councilmember Ott – no report.

Councilmember Whalen –

- Suggested that the guardrails on Porter Way may need to be completely rebuilt.
- Expanding on his request for overall cleanup made at the last meeting, citing much moss throughout the City on many surfaces.
- Would like to refer to the Parks Board the official renaming of Triangle Park, with a destination sign.
- Appreciates the handout brochure on the new vector truck.
- Announced he has just completed 10 years of serving on the Milton City Council.

Councilmember Jones

- Asked for/received clarification regarding a recent police report.

Mayor Pro Tem Taylor

- Attended a recent Planning Short Course with Councilmember Whalen. (Mayor Perry requested that staff email presentation information to the Council and Planning Commission.)

MAYOR'S REPORT

- Encourages attendance at the Town Hall next Saturday, stressing the importance of expressing Milton's needs. State Representative Roger Freeman will also be there.
- The Senior Activity Center will be hosting a benefit rummage sale for a leukemia patient following the Town Hall event.
- There are two priorities that Milton has submitted to the state for funding needs, currently ranked second below Federal Way's requests :
 - Major repairs (roof, HVAC, etc) to the Senior Center, emphasizing that it is a regional center, as it serves seniors from a wide vicinity outside of Milton.
 - Making the bathrooms at Triangle Park ADA compliant.
- There will be a Spaghetti Wars meeting next Monday at 6 p.m. in Council Chambers – everyone is welcome to come help plan. The event will be on April 13, the same day as the Daffodil Parade.

Mayor Pro Tem Taylor announced that the Event Committee will hold a fundraiser on Saturday, March 23 from 10 a.m. to 1 p.m., with Angry Bird and featuring the jail's paddywagon.

ADJOURNMENT

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Jones, to adjourn the meeting at 8:15 p.m. **The motion was voted on and passed 7/0.**

Debra Perry, Mayor

ATTEST:

Lisa Tylor, City Clerk

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Study Session
Monday – April 1, 2013
7:00 p.m.

1. CALL TO ORDER

Mayor Perry called the regularly scheduled study session to order at 7:00 p.m.

2. ROLL CALL

Council Members present were Jones, Manley, Morton, Ott, Whalen, Zaroudny and Mayor Pro-Tem Taylor.

STAFF PRESENT

City Administrator Mukerjee, Finance Director Tylor and Police Chief Rhoads.

3. STUDY ITEMS

a. State of Court Report

Municipal Judge Sandy Allen provided a status report of the Milton Court, which has been operating out of the City of Puyallup since January. She said that things were going well, and the Puyallup Court staff has been very helpful and accommodating. There were a few initial issues related to the transition that had to be ironed out, but things are working out fine, now that a vacancy in the Puyallup Court staff has been filled.

Council asked if the community service crew program would be returned to its previous levels, and she replied that it would, now that some of the transitional issues like re-doing the forms, etc. have been worked out.

b. Olofsson Estates Park

City Administrator Mukerjee and Planner Chris Larson provided the background. The plat was approved in 2006, with a condition of approval regarding Tract A of the plat to be dedicated to the city for a public park in 2030. There were also some conditions relating to the improvement of a proposed right-of-way by the owner, prior to dedication. The owner had requested that the Council initiate a rezone and comprehensive plan amendment to change the zoning of the property from residential to open space.

Council discussion included whether the council should initiate this rezoning, and whether the owner should pay the rezoning fee. The matter will be brought back to Council at a regular meeting for action.

c. Transit Service Changes

City Administrator Mukerjee provided a summary of the proposed route changes for route numbers 501, 500 and 402, which currently serve Milton. Fife Mayor Pro-Tem Glenn Hull, who also serves on the Pierce Transit Board, provided information and answered questions.

Council questions and concerns centered around the proposed service cuts, especially on the weekends, and how the cuts would impact paratransit services. Concerns were also voiced on how the cuts would impact patients who depend on transit service to get to their medical appointments. Also, there were discussions on a public-private transit service for smaller cities in the county.

Glenn Hull encouraged them to voice their concerns to the Pierce Transit Board at their next meeting on April 8, 2013 at 4:00 p.m. in Lakewood.

4. ADJOURNMENT

The Study Session adjourned at 8:50 p.m.

Mayor Debra Perry

ATTEST:

Lisa Tylor, City Clerk

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**CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL**

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

FINANCE DIRECTOR

DATE

Claim Vouchers:

Payroll Disbursements:

Date	Check #	Amount
3/14/2013	53703	42.49
3/19/2013	53704-53745	78,600.80
3/26/2013	53746-53769	187,222.38
3/29/2013	ACH Online Payments	315,562.97
		581,428.64

Date	Check #	Amount
3/20/2013	3535-3537	2,795.45
3/20/2013	ACH (Direct Deposit)	80,983.89
3/20/2013	3538	419.99
3/20/2013	ACH (Benefits)	41,412.41
		125,611.74

\$581,428.64

\$125,611.74

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:

\$707,040.38

Dated:

April 8, 2013

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

Accounts Payable
AP Checks by Date (For Council)

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



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53703	JOHNSON MIKE	3/14/2013	403-00-131-000-00		Refund Check	42.49
	JOHNSON MIKE Total					42.49
	3/14/2013 Total					42.49
53704	A WorkSAFE Service	3/19/2013	101-00-542-900-41	172730	Street/New Employee Drug Testing	13.00
53704	A WorkSAFE Service	3/19/2013	403-33-534-100-41	172730	Water/New Employee Drug Testing	33.80
53704	A WorkSAFE Service	3/19/2013	406-37-553-310-41	172730	Storm/New Employee Drug Testing	5.20
	A WorkSAFE Service Total					52.00
53705	Advanced Traffic Products	3/19/2013	101-00-542-900-31	7415	Street/Signal Light Indicators	12,446.01
	Advanced Traffic Products Total					12,446.01
53706	Arnhold Jon	3/19/2013	001-00-362-400-00	31213	Building Rental Refund - Cancelatio	370.00
53706	Arnhold Jon	3/19/2013	650-00-219-010-00	31213	Key Deposit Refund - Cancellation #	50.00
53706	Arnhold Jon	3/19/2013	650-00-219-010-00	31213	Building Deposit Refund - Cancelati	300.00
	Arnhold Jon Total					720.00
53707	Chuckals	3/19/2013	101-00-542-900-31	733901-0	Street/Operating Supplies	32.82
53707	Chuckals	3/19/2013	403-34-534-500-31	733901-0	Water/Operating Supplies	32.82
53707	Chuckals	3/19/2013	406-38-553-350-31	733901-0	Storm/Operating Supplies	32.82
53707	Chuckals	3/19/2013	001-24-558-500-49	733629-0	Bld/Herron - Business Cards	54.69
53707	Chuckals	3/19/2013	001-19-518-900-31	733184-0	GF/Office Supplies	7.75
53707	Chuckals	3/19/2013	401-30-533-110-31	733184-0	Elect/Office Supplies	7.74
53707	Chuckals	3/19/2013	403-30-534-110-31	733184-0	Wtr/Office Supplies	7.75
53707	Chuckals	3/19/2013	406-30-553-110-31	733184-0	Storm/Office Supplies	2.58
	Chuckals Total					178.97
53708	Code Publishing Company	3/19/2013	001-11-511-300-41	42813	CO/Monthly Code Update	127.57
	Code Publishing Company Total					127.57
53709	Data Bar Incorporated	3/19/2013	401-30-533-110-49	199871	Elec/UB Statements	1,378.63
53709	Data Bar Incorporated	3/19/2013	403-30-534-110-49	199871	Wtr/UB Statements	1,143.25
53709	Data Bar Incorporated	3/19/2013	406-30-553-110-49	199871	Strm/UB Statements	840.62
53709	Data Bar Incorporated	3/19/2013	401-30-533-110-49	199829	Elec/UB Past Dues	265.94
53709	Data Bar Incorporated	3/19/2013	403-30-534-110-49	199829	Wtr/UB Past Dues	220.53
53709	Data Bar Incorporated	3/19/2013	406-30-553-110-49	199829	Storm/UB Past Dues	162.16
	Data Bar Incorporated Total					4,011.13
53710	Dept of Transportation WA State	3/19/2013	401-32-533-500-63	30613	Elect/Permit	300.00
	Dept of Transportation WA State Total					300.00
53711	Ductz	3/19/2013	401-32-533-501-33	3182013	Elec/Energy Conservation Incentive	12,200.00
	Ductz Total					12,200.00
53712	Etienne Barbara	3/19/2013	650-00-218-010-00	31113	Key Deposit Refund #358835 0309:	50.00
53712	Etienne Barbara	3/19/2013	650-00-218-010-00	31113	Bld/ Deposit Refund #358835 0309	200.00
	Etienne Barbara Total					250.00
53713	Fife City of	3/19/2013	401-30-533-110-41	142882	Elec/Administrative Services Contr:	240.98
53713	Fife City of	3/19/2013	403-30-534-110-41	142882	Water/Administrative Services Con	275.40
53713	Fife City of	3/19/2013	001-13-513-100-41	142882	Admin/Administrative Services Cor	1,204.87
53713	Fife City of	3/19/2013	001-21-528-600-51	142875	Pol/Monthly Dispatch Services	9,583.33
53713	Fife City of	3/19/2013	001-21-521-200-42	142870	Pol/Monthly Alarm Monitoring	19.95
	Fife City of Total					11,324.53
53714	Fife Sand & Gravel	3/19/2013	403-34-534-500-47	24430	Water/Disposal Fee	214.76
53714	Fife Sand & Gravel	3/19/2013	406-38-553-350-47	24430	Storm/Disposal Fee	143.17
	Fife Sand & Gravel Total					357.93
53715	Gray & Osborne Inc	3/19/2013	403-99-594-600-63	12480.00-8	Water/Porter Way Water Main	5,733.38
	Gray & Osborne Inc Total					5,733.38
53716	HD Supply Power Solutions	3/19/2013	401-32-533-500-31	2215321-00	Elec/Operating Supplies	1,067.89
53716	HD Supply Power Solutions	3/19/2013	403-34-534-500-31	6273373	Water/Operating Supplies Credit	-42.67



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53716	HD Supply Power Solutions	3/19/2013	401-32-533-500-31	1787530	Elec/Operating Supplies	298.04
	HD Supply Power Solutions Total					1,323.26
53717	HJ Arnett Industries	3/19/2013	401-32-533-500-31	INV27995	Elec/Operating Supplies	397.28
	HJ Arnett Industries Total					397.28
53718	Honey Bucket	3/19/2013	001-76-576-600-45	1-618616	Parks/Monthly Rental - Milton Trail	211.33
	Honey Bucket Total					211.33
53719	Iereneo Taliilagi	3/19/2013	650-00-218-010-00	30513	Key Deposit Refund #357669 & 358	50.00
53719	Iereneo Taliilagi	3/19/2013	650-00-218-010-00	30513	Building Deposit Refund #357669 & 358	200.00
	Iereneo Taliilagi Total					250.00
53720	LLOYD INC MS	3/19/2013	403-34-534-500-31	167894	Water/Operating Supplies	269.93
53720	LLOYD INC MS	3/19/2013	403-34-534-500-47	168000	Water/Disposal Fee	53.50
	LLOYD INC MS Total					323.43
53721	Lodestone Engineering LLC	3/19/2013	407-00-595-400-63	2013-0007	Storm/Prof Services - 5th Ave Treatment	647.00
	Lodestone Engineering LLC Total					647.00
53722	Multicare Healthworks	3/19/2013	401-31-533-100-41	79837	Elec/DOT Physical	50.00
	Multicare Healthworks Total					50.00
53723	NW Wire Rope and Sling	3/19/2013	403-34-534-500-35	50055022	Water/Operating Equipment	137.80
	NW Wire Rope and Sling Total					137.80
53724	Oberling Karen	3/19/2013	650-00-218-010-00	30413	Key Deposit Refund #355629 03/03	50.00
53724	Oberling Karen	3/19/2013	650-00-218-010-00	30413	Building Deposit Refund #355629 03/03	300.00
	Oberling Karen Total					350.00
53725	Olbrechts & Associates PLLC	3/19/2013	001-15-515-200-41	30613	Legal/Prof Services Routine	987.00
	Olbrechts & Associates PLLC Total					987.00
53726	Pierce County Budget & Finance	3/19/2013	001-00-231-500-52	30413	Milton Court Remittance	139.78
	Pierce County Budget & Finance Total					139.78
53727	Pierce County Community Newspaper	3/19/2013	001-13-513-100-49	3433	Admin/Printing "Best of" Edition	125.00
53727	Pierce County Community Newspaper	3/19/2013	001-13-513-100-49	3485	Admin/Printing March 2013	600.00
53727	Pierce County Community Newspaper	3/19/2013	001-13-513-100-49	3371	Admin/Printing February 2013	600.00
	Pierce County Community Newspaper Group Total					1,325.00
53728	Reeves Eddie	3/19/2013	650-00-219-010-00	31213	Key Deposit Refund - #0267872 Re	50.00
	Reeves Eddie Total					50.00
53729	Skillings Connolly	3/19/2013	406-37-553-310-41	8216	Storm/Prof Services	1,541.50
	Skillings Connolly Total					1,541.50
53730	Standard Parts Corporation (NAPA)	3/19/2013	501-00-548-300-31	258192	MP-Elec/Operating Supplies	30.51
53730	Standard Parts Corporation (NAPA)	3/19/2013	501-00-548-300-31	258192	MP-Street/Operating Supplies	3.39
53730	Standard Parts Corporation (NAPA)	3/19/2013	501-00-548-300-31	259045	MP-/Operating Supplies	55.63
53730	Standard Parts Corporation (NAPA)	3/19/2013	501-00-548-300-31	258495	MP-Elec/Operating Supplies	219.08
53730	Standard Parts Corporation (NAPA)	3/19/2013	501-00-548-300-31	258495	MP/Operating Supplies	335.79
	Standard Parts Corporation (NAPA) Total					644.40
53731	State Treasurer Washington	3/19/2013	001-00-231-500-52	30413	Milton Court Remittance	9,274.38
	State Treasurer Washington Total					9,274.38
53732	Sumner, City of	3/19/2013	001-19-554-300-51	2237	GF/Animal Control Services	1,775.35
	Sumner, City of Total					1,775.35
53733	Systems For Public Safety	3/19/2013	001-21-521-200-48	20806	Pol/Repair and Maintenance	2,677.42
53733	Systems For Public Safety	3/19/2013	001-21-521-200-48	20994	Pol/Repair and Maintenance	2,496.83
53733	Systems For Public Safety	3/19/2013	001-21-521-200-48	20997	Pol/Repair and Maintenance	210.21
	Systems For Public Safety Total					5,384.46
53734	Tacoma Electric Supply Inc.	3/19/2013	401-32-533-500-31	2640894-00	Elec/Operating Supplies	642.74
	Tacoma Electric Supply Inc. Total					642.74
53735	Tactical Tailor	3/19/2013	001-21-521-200-22	83406	Pol/Uniform	870.82
	Tactical Tailor Total					870.82
53736	Traffic Control Services	3/19/2013	401-32-533-500-41	7004	Elec/Prof Services	300.00
	Traffic Control Services Total					300.00
53737	Treasurer Washington State	3/19/2013	650-00-211-010-00	22813	2011 & 2012 Bldg Permit State Sur	665.59
53737	Treasurer Washington State	3/19/2013	105-00-521-300-53	31113	2012 Forfeited Property State Porti	1,145.90
	Treasurer Washington State Total					1,811.49
53738	Unifirst Corporation	3/19/2013	401-32-533-500-22	3300876504	Elec/Uniforms	130.23
53738	Unifirst Corporation	3/19/2013	401-32-533-500-22	3300876504	Water/Uniforms	11.84
53738	Unifirst Corporation	3/19/2013	001-18-518-300-22	3.30088E+14	Fac/Uniforms	23.90
53738	Unifirst Corporation	3/19/2013	001-76-576-600-22	3.30088E+14	Parks/Uniforms	53.92
53738	Unifirst Corporation	3/19/2013	501-00-548-300-22	3.30088E+14	MP/Uniforms	55.60
53738	Unifirst Corporation	3/19/2013	101-00-542-900-22	3.30088E+14	Street/Uniforms	100.08



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53738	Unifirst Corporation	3/19/2013	401-32-533-500-22	3.30088E+14	Elec/Uniforms	16.68
53738	Unifirst Corporation	3/19/2013	403-34-534-500-22	3.30088E+14	Water/Uniforms	211.28
53738	Unifirst Corporation	3/19/2013	406-38-553-350-22	3.30088E+14	Storm/Uniforms	38.92
53738	Unifirst Corporation	3/19/2013	401-32-533-500-22	3300874634	Elec/Uniforms	118.95
53738	Unifirst Corporation	3/19/2013	403-34-534-500-22	3300874634	Water/Uniforms	10.82
53738	Unifirst Corporation	3/19/2013	001-18-518-300-22	3300874519	Fac/Uniforms	8.99
53738	Unifirst Corporation	3/19/2013	001-76-576-600-22	3300874519	Parks/Uniforms	20.30
53738	Unifirst Corporation	3/19/2013	501-00-548-300-22	3300874519	MP/Uniforms	20.95
53738	Unifirst Corporation	3/19/2013	101-00-542-900-22	3300874519	Street/Uniforms	37.71
53738	Unifirst Corporation	3/19/2013	401-32-533-500-22	3300874519	Elec/Uniforms	6.29
53738	Unifirst Corporation	3/19/2013	403-34-534-500-22	3300874519	Water/Uniforms	79.61
53738	Unifirst Corporation	3/19/2013	406-38-553-350-22	3300874519	Storm/Uniforms	14.67
	Unifirst Corporation Total					960.74
53739	Unum Life Insurance	3/19/2013	001-17-517-381-46	30113	Emp Benefit Program/Leoff Prem	97.70
	Unum Life Insurance Total					97.70
53740	US Bank N.A. Custody	3/19/2013	001-14-514-230-49	31213	Fin/Monthly Safekeeping Fees	40.00
	US Bank N.A. Custody Total					40.00
53741	Utilities Underground Loc Cent	3/19/2013	401-32-533-500-49	3020153	Elec/Monthly Locates	34.71
53741	Utilities Underground Loc Cent	3/19/2013	403-34-534-500-49	3020153	Water/Monthly Locates	34.71
	Utilities Underground Loc Cent Total					69.42
53742	WACE - Attn: Orlando Howell Treasurer	3/19/2013	001-21-521-202-49	31813	Pol/Registration - Hobbs	50.00
53742	WACE - Attn: Orlando Howell Treasurer	3/19/2013	001-21-521-202-49	31813	Pol/Registration - Takiguchi	50.00
	WACE - Attn: Orlando Howell Treasurer Total					100.00
53743	Washington Rural Electric	3/19/2013	401-31-533-101-49	D1316	Elec/2013 Membership Fee	600.00
	Washington Rural Electric Total					600.00
53744	Water Management Laboratories	3/19/2013	403-34-534-550-41	118873	Water/Water Testing	24.00
53744	Water Management Laboratories	3/19/2013	403-34-534-550-41	119052	Water/Water Testing	276.00
	Water Management Laboratories Total					300.00
53745	Zumar	3/19/2013	101-00-542-900-31	161005	Street/Operating Supplies	294.40
	Zumar Total					294.40
	3/19/2013 Total					78,600.80
53746	Air Systems Inc.	3/26/2013	001-18-518-300-48	191659	Fac/Repair and Maintenance	1,296.94
	Air Systems Inc. Total					1,296.94
53747	Blue Line Training	3/26/2013	001-21-521-202-49	688	PD/Registration	249.00
	Blue Line Training Total					249.00
53748	CenturyLink	3/26/2013	001-19-528-800-42	31413	GF/Communications	104.69
53748	CenturyLink	3/26/2013	001-21-521-200-42	31413	Pol/Communications	104.68
	CenturyLink Total					209.37
53749	Dept of Enterprise Svcs WA State	3/26/2013	107-21-521-200-62	15-1-13293	PD/Surplus Workstations	304.36
53749	Dept of Enterprise Svcs WA State	3/26/2013	001-21-521-201-49	16-1-41855	PD/Annual Administrative Fee	400.00
	Dept of Enterprise Svcs WA State Total					704.36
53750	Fife City of	3/26/2013	001-21-521-200-42	142835	PD/Alarm Monitoring Jan	19.95
53750	Fife City of	3/26/2013	001-21-528-600-51	142851	PD/Dispatch Services Jan	9,583.33
	Fife City of Total					9,603.28
53751	Grainger Inc	3/26/2013	403-34-534-550-31	9082168304	Water/Supplies	132.92
	Grainger Inc Total					132.92
53752	Hometown Hardware	3/26/2013	401-32-533-500-31	2456/1	Elec/Supplies	13.65
	Hometown Hardware Total					13.65
53753	Intoximeters	3/26/2013	001-21-521-200-48	382639	PD/Repair and Maintenance	106.11
	Intoximeters Total					106.11
53754	JENNINGS NORTHWEST LLC	3/26/2013	403-99-594-500-63	3132013	Water/Porter Way Improvements f	53,135.42
53754	JENNINGS NORTHWEST LLC	3/26/2013	407-99-595-400-63	3132013	Storm/Porter Way Improvements F	99,062.65
	JENNINGS NORTHWEST LLC Total					152,198.07
53755	Lakehaven Utility District	3/26/2013	403-34-534-550-47	31513	Water/Intertie Standby Charge	793.38
	Lakehaven Utility District Total					793.38
53756	Les Schwab Edgewood	3/26/2013	001-21-521-200-48	42700010519	PD/Repair and Maintenance	60.17
	Les Schwab Edgewood Total					60.17
53757	Lexipol LLC	3/26/2013	001-21-521-201-49	8275	PD/Annual Subscription	2,450.00
	Lexipol LLC Total					2,450.00
53758	Mt. View-Edgewood Water Co.	3/26/2013	403-34-534-550-47	31513	Water/Intertie Standby Charge	427.48



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
Mt. View-Edgewood Water Co. Total						427.48
53759	National Barricade Co.	3/26/2013	101-00-542-900-31	246094	Street/Supplies	1,190.27
53759	National Barricade Co.	3/26/2013	101-00-542-900-31	246023	Street/Supplies	78.84
53759	National Barricade Co.	3/26/2013	401-32-533-500-31	246024	Water/Supplies	87.60
National Barricade Co. Total						1,356.71
53760	Pierce County Budget & Finance	3/26/2013	001-21-523-600-51	AR144563	PD/Jail Services Jan	2,842.00
53760	Pierce County Budget & Finance	3/26/2013	001-21-523-600-51	AR144703	PD/Jail Services Feb	409.00
Pierce County Budget & Finance Total						3,251.00
53761	Pierce County Community Newspaper	3/26/2013	001-13-513-100-49	3403	Admin/Ordinance Publication	60.00
53761	Pierce County Community Newspaper	3/26/2013	001-13-513-100-49	3381	Admin/Ordinance Publication	180.00
53761	Pierce County Community Newspaper	3/26/2013	001-13-513-100-49	3492	Admin/Ordinance Publication	40.00
53761	Pierce County Community Newspaper	3/26/2013	001-13-513-100-49	3477	Admin/Council Retreat Continuatic	40.00
Pierce County Community Newspaper Group Total						320.00
53762	Puyallup City of	3/26/2013	001-21-523-600-51	AR109233	PD/Jail Services Dec	2,080.00
53762	Puyallup City of	3/26/2013	001-21-523-600-51	AR109342	PD/Jail Services Feb	2,095.04
53762	Puyallup City of	3/26/2013	001-21-523-600-51	AR109315	PD/Jail Services Jan	2,405.00
Puyallup City of Total						6,580.04
53763	Rainier Lighting & Elec Supply	3/26/2013	401-32-533-500-31	306207-1	Elec/Supplies	9.85
Rainier Lighting & Elec Supply Total						9.85
53764	Richards Christy	3/26/2013	650-00-218-010-00	31913	Key Deposit Refund Rcpt #354828 (50.00
53764	Richards Christy	3/26/2013	650-00-218-010-00	31913	Building Deposit Refund Rcpt #354:	200.00
Richards Christy Total						250.00
53765	San Diego Police Equipment Co.	3/26/2013	001-21-521-201-31	605450	PD/Supplies	4,065.65
San Diego Police Equipment Co. Total						4,065.65
53766	Shred-it Western Washington	3/26/2013	001-21-521-200-41	101336619	Pol/Prof Serv	32.17
53766	Shred-it Western Washington	3/26/2013	001-14-514-230-41	101336619	Fin/Prof Serv	17.33
Shred-it Western Washington Total						49.50
53767	Springbrook Software	3/26/2013	401-30-533-110-31	INV24647	Elec/Monthly Web Payment Fees	454.00
53767	Springbrook Software	3/26/2013	403-30-534-110-31	INV24647	Water/Monthly Web Payment Fees	454.00
53767	Springbrook Software	3/26/2013	406-30-553-110-31	INV24647	Storm/Monthly Web Payment Fees	227.00
53767	Springbrook Software	3/26/2013	401-30-533-110-31		Elec/Monthly Web Payment Fees	455.60
53767	Springbrook Software	3/26/2013	403-30-534-110-31		Water/Monthly Web Payment Fees	455.60
53767	Springbrook Software	3/26/2013	406-30-553-110-31		Storm/Monthly Web Payment Fees	227.80
53767	Springbrook Software	3/26/2013	401-30-533-110-31	C24201	Elec/Monthly Web Payment Fees C	-45.86
53767	Springbrook Software	3/26/2013	403-30-534-110-31	C24201	Water/Monthly Web Payment Fees	-45.86
53767	Springbrook Software	3/26/2013	406-30-553-110-31	C24201	Storm/Monthly Web Payment Fees	-22.93
Springbrook Software Total						2,159.35
53768	WA Assn Sheriffs & Chiefs	3/26/2013	001-21-521-201-49	Dues 2013-00333	PD/Dues	180.00
WA Assn Sheriffs & Chiefs Total						180.00
53769	Wescom Communications	3/26/2013	001-21-521-200-48	21272	PD/Repair and Maintenance	164.25
53769	Wescom Communications	3/26/2013	001-21-521-200-48	21273	PD/Repair and Maintenance	98.55
53769	Wescom Communications	3/26/2013	001-21-521-200-48	21274	PD/Repair and Maintenance	98.55
53769	Wescom Communications	3/26/2013	001-21-521-200-48	21275	PD/Repair and Maintenance	98.55
53769	Wescom Communications	3/26/2013	001-21-521-200-48	21276	PD/Repair and Maintenance	98.55
53769	Wescom Communications	3/26/2013	001-21-521-200-48	21277	PD/Repair and Maintenance	98.55
53769	Wescom Communications	3/26/2013	001-21-521-200-48	21278	PD/Repair and Maintenance	98.55
Wescom Communications Total						755.55
3/26/2013 Total						187,222.38
0	Allen Honorable Sandra	3/29/2013	001-12-512-500-41	13-Mar	Ct/Judge Services	4,000.00
Allen Honorable Sandra Total						4,000.00
0	Bonneville PowerAdministration	3/29/2013	401-32-533-500-33	0213 PWR01	Elect/Power Bill	206,454.00
0	Bonneville PowerAdministration	3/29/2013	401-32-533-500-33	0213 TRN01	Elect/Transmission Bill	43,020.00
Bonneville PowerAdministration Total						249,474.00
0	CIT Technology Fin. Serv.	3/29/2013	406-37-553-310-45	22877035	Storm/Copy Machine Lease	42.71
0	CIT Technology Fin. Serv.	3/29/2013	001-13-513-100-45	22877035	Admin/Copy Machine Lease	81.33
0	CIT Technology Fin. Serv.	3/29/2013	001-24-558-500-45	22877035	Build/Copy Machine Lease	40.67
0	CIT Technology Fin. Serv.	3/29/2013	001-32-532-100-45	22877035	Eng/Copy Machine Lease	4.04
0	CIT Technology Fin. Serv.	3/29/2013	001-58-558-600-45	22877035	Plan/Copy Machine Lease	40.67
0	CIT Technology Fin. Serv.	3/29/2013	101-00-542-900-45	22877035	Street/Copy Machine Lease	4.10
0	CIT Technology Fin. Serv.	3/29/2013	401-31-533-100-45	22877035	Elec/Copy Machine Lease	28.47
0	CIT Technology Fin. Serv.	3/29/2013	403-33-534-100-45	22877035	Water/Copy Machine Lease	42.71
0	CIT Technology Fin. Serv.	3/29/2013	001-21-521-200-45	22883373	PD/Copy Machine Lease	158.79



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	CIT Technology Fin. Serv.	3/29/2013	001-19-518-900-45	22915442	GF/Copy Machine Lease	72.30
0	CIT Technology Fin. Serv.	3/29/2013	401-30-533-110-45	22915442	Elec/Copy Machine Lease	43.39
0	CIT Technology Fin. Serv.	3/29/2013	403-30-534-110-45	22915442	Wat/Copy Machine Lease	37.96
0	CIT Technology Fin. Serv.	3/29/2013	406-30-553-110-45	22915442	Storm/Copy Machine Lease	27.11
	CIT Technology Fin. Serv. Total					624.25
0	Comcast	3/29/2013	001-18-518-300-42	24430610	Fac/Monthly Trunk Lines	4.33
0	Comcast	3/29/2013	001-14-514-230-42	24430610	Fin/Monthly Trunk Lines	16.70
0	Comcast	3/29/2013	001-21-521-200-42	24430610	PD/Monthly Trunk Lines	151.91
0	Comcast	3/29/2013	001-32-532-100-42	24430610	Eng/Monthly Trunk Lines	3.81
0	Comcast	3/29/2013	001-32-532-100-42	20713	Eng/Internet/Phone Service	4.04
0	Comcast	3/29/2013	001-76-576-600-42	20713	Parks/Internet/Phone Service	11.15
0	Comcast	3/29/2013	001-24-558-500-42	20713	Bld/Internet/Phone Service	12.68
0	Comcast	3/29/2013	001-21-521-200-42	20713	PD/Internet/Phone Service	161.19
0	Comcast	3/29/2013	001-13-513-100-42	24430610	Admin/Monthly Trunk Lines	7.61
0	Comcast	3/29/2013	001-76-576-600-42	24430610	Parks/Monthly Trunk Lines	10.51
0	Comcast	3/29/2013	401-32-533-500-42	24430610	Elec/Monthly Trunk Lines	81.95
0	Comcast	3/29/2013	403-34-534-500-42	24430610	Water/Monthly Trunk Lines	65.41
0	Comcast	3/29/2013	403-34-534-550-42	24430610	Water/Monthly Trunk Lines	10.86
0	Comcast	3/29/2013	406-38-553-350-42	24430610	Storm/Monthly Trunk Lines	33.45
0	Comcast	3/29/2013	001-24-558-500-42	24430610	Bld/Monthly Trunk Lines	11.94
0	Comcast	3/29/2013	101-00-542-900-42	24430610	Streets/Monthly Trunk Lines	23.32
0	Comcast	3/29/2013	501-00-548-300-42	24430610	MP/Monthly Trunk Lines	10.86
0	Comcast	3/29/2013	001-14-514-230-42	20713	Fin/Internet/Phone Service	17.72
0	Comcast	3/29/2013	501-00-548-300-42	20713	MP/Internet/Phone Service	11.53
0	Comcast	3/29/2013	101-00-542-900-42	20713	Streets/Internet/Phone Service	24.74
0	Comcast	3/29/2013	406-38-553-350-42	20713	Storm/Internet/Phone Service	35.49
0	Comcast	3/29/2013	403-34-534-550-42	20713	Water/Internet/Phone Service	11.52
0	Comcast	3/29/2013	403-34-534-500-42	20713	Water/Internet/Phone Service	69.42
0	Comcast	3/29/2013	401-32-533-500-42	20713	Elec/Internet/Phone Service	86.96
0	Comcast	3/29/2013	001-13-513-100-42	20713	Admin/Internet/Phone Service	8.08
0	Comcast	3/29/2013	001-18-518-300-42	20713	Fac/Internet/Phone Service	4.59
	Comcast Total					891.77
0	Deluxe Business Checks and Sol	3/29/2013	001-19-518-900-31	2026962170	GF/Supplies	145.95
	Deluxe Business Checks and Sol Total					145.95
0	Dept of Licensing Firearms Section WA	3/29/2013	650-00-216-010-00	30413	Concealed Weapons License Renew	18.00
0	Dept of Licensing Firearms Section WA	3/29/2013	650-00-216-010-00	31813	Concealed Weapons License Renew	54.00
	Dept of Licensing Firearms Section WA State Total					72.00
0	Dept of Revenue WA State	3/29/2013	401-31-533-100-53	10962205	Elec/Excise Tax	18,610.79
0	Dept of Revenue WA State	3/29/2013	403-33-534-100-53	10962205	Water/Excise Tax	8,168.34
0	Dept of Revenue WA State	3/29/2013	406-37-553-310-53	10962205	Storm/Excise Tax	1,199.50
	Dept of Revenue WA State Total					27,978.63
0	Discovery Benefits	3/29/2013	001-17-517-310-49	364443	Employee Benefits Program/FSA M	15.60
	Discovery Benefits Total					15.60
0	Milton - C/O RLI City of	3/29/2013	001-19-518-900-47	22213	GF/Utilities	180.79
0	Milton - C/O RLI City of	3/29/2013	001-18-518-300-47	22213	Fac/Utilities	48.95
0	Milton - C/O RLI City of	3/29/2013	001-21-521-200-47	22213	Pol/Utilities	290.90
0	Milton - C/O RLI City of	3/29/2013	001-24-558-500-47	22213	Bld/Utilities	66.18
0	Milton - C/O RLI City of	3/29/2013	001-73-569-500-47	22213	AC/Utilities	556.49
0	Milton - C/O RLI City of	3/29/2013	001-58-558-600-47	22213	Pln/Utilities	66.18
0	Milton - C/O RLI City of	3/29/2013	001-76-576-600-47	22213	Parks/Utilities	1,160.61
0	Milton - C/O RLI City of	3/29/2013	101-00-542-900-47	22213	Streets/Utilities	2,206.48
0	Milton - C/O RLI City of	3/29/2013	401-32-533-500-47	22213	Elec/Utilities	1,511.13
0	Milton - C/O RLI City of	3/29/2013	403-34-534-550-47	22213	Water/Utilities	4,888.90
0	Milton - C/O RLI City of	3/29/2013	406-38-553-350-47	22213	Storm/Utilities	229.69
	Milton - C/O RLI City of Total					11,206.30
0	Ogden Murphy Wallace	3/29/2013	001-15-515-200-41	704018	Legal/Prof Services Routine	4,172.25
0	Ogden Murphy Wallace	3/29/2013	001-15-515-200-41	704035	Legal/Prof Services Routine	125.35
0	Ogden Murphy Wallace	3/29/2013	310-04-595-202-63	704035	Legal/Prof Services Jovita Condemr	270.00
	Ogden Murphy Wallace Total					4,567.60
0	Pierce County Sewer	3/29/2013	001-19-518-900-47	512842 0313	GF/Utilities	14.55
0	Pierce County Sewer	3/29/2013	401-32-533-500-47	512923 0313	Elec/Utilities	23.68
0	Pierce County Sewer	3/29/2013	403-34-534-550-47	512923 0313	Wat/Utilities	11.83



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	Pierce County Sewer	3/29/2013	406-38-553-350-47	512923 0313	Storm/Utilities	17.76
0	Pierce County Sewer	3/29/2013	001-73-569-500-47	512842 0313	AC/Utilities	21.82
0	Pierce County Sewer	3/29/2013	001-18-518-300-47	512931 0313	Fac/Utilities	2.58
0	Pierce County Sewer	3/29/2013	001-21-521-200-47	512931 0313	Pol/Utilities	10.31
0	Pierce County Sewer	3/29/2013	001-24-558-500-47	512931 0313	Bld/Utilities	2.57
0	Pierce County Sewer	3/29/2013	001-58-558-600-47	512931 0313	PL/Utilities	2.58
0	Pierce County Sewer	3/29/2013	001-76-576-600-47	512931 0313	Parks/Utilities	2.58
0	Pierce County Sewer	3/29/2013	401-32-533-500-47	512931 0313	Elec/Utilities	12.88
0	Pierce County Sewer	3/29/2013	403-34-534-550-47	512931 0313	Wat/Utilities	10.31
0	Pierce County Sewer	3/29/2013	406-38-553-350-47	512931 0313	Storm/Utilities	7.73
0	Pierce County Sewer	3/29/2013	001-76-576-600-47	513431 0313	Parks/Utilities	36.37
0	Pierce County Sewer	3/29/2013	001-21-521-200-47	512923 0313	PD/Utilities	5.92
0	Pierce County Sewer	3/29/2013	001-19-518-900-47	758965 0313	GF/Utilities	17.40
Pierce County Sewer Total						200.87
0	Puget Sound Energy	3/29/2013	403-34-534-550-47	22113	Wtr/Electric Charges	495.94
0	Puget Sound Energy	3/29/2013	001-73-569-500-47	22113	AC/PSE Utility Bill	564.07
Puget Sound Energy Total						1,060.01
0	Shell Fleet Plus	3/29/2013	101-00-542-900-32	03-030613	Street/Fuel	49.75
0	Shell Fleet Plus	3/29/2013	403-34-534-500-32	03-030613	Water/Fuel	99.50
0	Shell Fleet Plus	3/29/2013	406-37-553-350-32	03-030613	Storm/Fuel	49.75
0	Shell Fleet Plus	3/29/2013	403-34-534-550-32	04-030613	Water/Fuel	290.04
0	Shell Fleet Plus	3/29/2013	401-32-533-500-32	05-030613	Elec/Fuel	144.52
0	Shell Fleet Plus	3/29/2013	403-34-534-500-32	05-030613	Water/Fuel	144.53
0	Shell Fleet Plus	3/29/2013	101-00-542-900-32	06-030613	Street/Fuel	26.25
0	Shell Fleet Plus	3/29/2013	403-34-534-500-32	06-030613	Water/Fuel	52.51
0	Shell Fleet Plus	3/29/2013	406-37-553-350-32	06-030613	Storm/Fuel	26.25
0	Shell Fleet Plus	3/29/2013	401-32-533-500-32	08-030613	Elec/Fuel	881.18
0	Shell Fleet Plus	3/29/2013	101-00-542-900-32	12-030613	Street/Fuel	23.38
0	Shell Fleet Plus	3/29/2013	403-34-534-500-32	12-030613	Water/Fuel	46.74
0	Shell Fleet Plus	3/29/2013	406-38-553-350-32	12-030613	Storm/Fuel	23.38
0	Shell Fleet Plus	3/29/2013	401-32-533-500-32	08-030613	Elec/Fuel Credit	-16.43
0	Shell Fleet Plus	3/29/2013	001-18-518-300-32	09-030613	Fac/Fuel	55.12
0	Shell Fleet Plus	3/29/2013	001-76-576-600-22	09-030613	Parks/Fuel	165.34
Shell Fleet Plus Total						2,061.81
0	US Bank	3/29/2013	001-18-518-300-22	6838-030613	Fac/Boots - Red Wing Shoes	60.04
0	US Bank	3/29/2013	001-76-576-600-22	6838-030613	Parks/Boots - Red Wing Shoes	60.03
0	US Bank	3/29/2013	403-34-534-550-31	6820-030613	Water/Paint Supplies - Home Depo	33.77
0	US Bank	3/29/2013	403-34-534-550-31	6820-030613	Water/Paint Supplies - Sherwin Wil	85.79
0	US Bank	3/29/2013	403-34-534-500-42	6820-030613	Water/Postage - UPS Store	8.75
0	US Bank	3/29/2013	401-32-533-500-42	6820-030613	Elec/Postage - UPS Store	8.75
0	US Bank	3/29/2013	403-34-534-550-31	6820-030613	Water/Paint Supplies - Home Depo	547.96
0	US Bank	3/29/2013	101-00-542-900-32	6820-030613	Street/Fuel	62.24
0	US Bank	3/29/2013	403-34-534-500-32	6820-030613	Water/Fuel	8.89
0	US Bank	3/29/2013	406-38-553-350-32	6820-030613	Storm/Fuel	8.89
0	US Bank	3/29/2013	401-32-533-500-32	6820-030613	Elec/Fuel	8.89
0	US Bank	3/29/2013	310-99-594-500-63	6820-030613	CP/Mailbox for Porter Way Project	27.34
0	US Bank	3/29/2013	310-99-594-500-63	6820-030613	CP/Mailbox for Porter Way Project	115.25
0	US Bank	3/29/2013	403-34-534-550-31	6820-030613	Water/Supplies - Home Depot	14.62
0	US Bank	3/29/2013	403-34-534-550-31	6820-030613	Water/Supplies - Home Depot	9.43
0	US Bank	3/29/2013	401-32-533-500-31	6754-030613	Elec/Supplies - Home Depot	7.08
0	US Bank	3/29/2013	001-18-518-300-31	4238-030613	Fac/Supplies - Rosen	73.17
0	US Bank	3/29/2013	001-76-576-600-31	4238-030613	Parks/Supplies - Probuild Northwe:	10.93
0	US Bank	3/29/2013	501-00-548-300-31	6689-030613	MP/Operating Supplies - WA Tractr	14.20
0	US Bank	3/29/2013	501-00-548-300-31	6689-030613	MP/Street/Operating Supplies - W/	53.22
0	US Bank	3/29/2013	501-00-548-300-31	6689-030613	MP/Elec/Supplies - WA Tractor	13.30
0	US Bank	3/29/2013	501-00-548-300-31	6689-030613	MP/Wat/Supplies - WA Tractor	66.52
0	US Bank	3/29/2013	501-00-548-300-22	6689-030613	MP/Boots - Whistle Workwear	157.66
0	US Bank	3/29/2013	501-00-548-300-32	6689-030613	MP/Fuel	70.03
0	US Bank	3/29/2013	501-00-548-300-31	6689-030613	MP/Shop Supplies - OReilly Auto	438.03
0	US Bank	3/29/2013	501-00-548-300-31	6689-030613	MP/Elec/Radiator #24 - Performan	323.53
0	US Bank	3/29/2013	501-00-548-300-31	6689-030613	MP/Supplies - Performance Radiatr	136.75
0	US Bank	3/29/2013	101-00-542-900-32	6432-030613	Streets/Fuel	10.27



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	US Bank	3/29/2013	403-34-534-500-32	6432-030613	Water/Fuel	15.39
0	US Bank	3/29/2013	406-38-553-350-32	6432-030613	Storm/Fuel	10.26
0	US Bank	3/29/2013	401-32-533-500-32	6432-030613	Elec/Fuel	15.39
0	US Bank	3/29/2013	401-32-533-500-31	6457-030613	Elec/Supplies	1.77
0	US Bank	3/29/2013	401-32-533-500-48	9197-030613	Elec/Repair and Maintenance - Sup	47.30
0	US Bank	3/29/2013	401-32-533-500-48	9197-030613	Elec/Repair and Maintenance - Sup	56.94
0	US Bank	3/29/2013	401-32-533-500-31	9197-030613	Elec/Supplies - Lowes	12.01
0	US Bank	3/29/2013	401-32-533-500-32	9197-030613	Elec/Fuel	72.15
0	US Bank	3/29/2013	101-00-542-900-31	6523-030613	Street/Supplies - Autozone	10.64
0	US Bank	3/29/2013	403-34-534-500-31	6523-030613	Water/Supplies - Autozone	10.64
0	US Bank	3/29/2013	406-38-553-350-31	6523-030613	Storm/Supplies - Autozone	10.97
0	US Bank	3/29/2013	403-34-534-500-31	6523-030613	Water/Supplies - Home Depot	27.83
0	US Bank	3/29/2013	403-34-534-500-31	6572-030613	Water/Accidental Use of Card Reir	26.86
0	US Bank	3/29/2013	401-32-533-500-31	6648-030613	Elec/Supplies - Lowes	20.20
0	US Bank	3/29/2013	403-34-534-500-31	6648-030613	Elec/Supplies - Tessco	25.74
0	US Bank	3/29/2013	401-32-533-500-31	6648-030613	Elec/Supplies - Fire King	18.64
0	US Bank	3/29/2013	403-34-534-500-31	6648-030613	Water/Supplies - Tessco	25.74
0	US Bank	3/29/2013	403-34-534-500-31	6648-030613	Water/Supplies - Fire King	18.64
0	US Bank	3/29/2013	403-34-534-500-31	6648-030613	Water/Accidental CC Purchase Reir	4.40
0	US Bank	3/29/2013	403-34-534-502-49	6663-030613	Water/Registration - GRCC	175.00
0	US Bank	3/29/2013	101-00-542-900-31	6663-030613	Street/Supplies - Radioshack	15.58
0	US Bank	3/29/2013	403-34-534-500-31	6663-030613	Water/Supplies - Radioshack	15.58
0	US Bank	3/29/2013	406-38-553-350-31	6663-030613	Storm/Supplies - Radioshack	15.58
0	US Bank	3/29/2013	401-32-533-500-31	6663-030613	Elec/Supplies - Radioshack	15.59
0	US Bank	3/29/2013	403-34-534-502-49	6663-030613	Water/Registration - GRCC	175.00
0	US Bank	3/29/2013	401-32-533-500-31	6895-030613	Elec/Supplies - ESI Security	3.28
0	US Bank	3/29/2013	401-32-533-500-31	6895-030613	Elec/Supplies - ESI Security	18.05
0	US Bank	3/29/2013	001-21-521-200-32	6416-030613	PD/Fuel	117.68
0	US Bank	3/29/2013	001-21-521-200-32	6671-030613	PD/Fuel	161.15
0	US Bank	3/29/2013	001-21-521-200-32	6598-030613	PD/Fuel	230.06
0	US Bank	3/29/2013	001-21-521-200-31	6598-030613	PD/Supplies - Radioshack	54.68
0	US Bank	3/29/2013	001-21-521-200-31	6598-030613	PD/Supplies - Harbor Freight	87.59
0	US Bank	3/29/2013	001-21-521-200-36	6598-030613	PD/Computer Supplies	372.73
0	US Bank	3/29/2013	001-21-521-200-32	6614-030613	PD/Fuel	356.97
0	US Bank	3/29/2013	107-00-521-200-62	6614-030613	PD/CJ Bldg Remodel - Home Depot	184.68
0	US Bank	3/29/2013	107-00-521-200-62	6614-030613	PD/CJ Bldg Remodel - Grainger	8.84
0	US Bank	3/29/2013	001-21-521-200-31	6614-030613	PD/CJ Bldg Remodel - Home Depot	148.02
0	US Bank	3/29/2013	001-13-513-100-31	6739-030613	Admin/Supplies - Safeway	65.05
0	US Bank	3/29/2013	001-13-513-100-32	6739-030613	Admin/Supplies - Safeway	111.68
0	US Bank	3/29/2013	001-13-513-100-31	6739-030613	Admin/Supplies - Albertsons	78.97
0	US Bank	3/29/2013	001-13-513-100-43	6739-030613	Admin/Travel - Red Lion Hotel	566.36
0	US Bank	3/29/2013	001-13-513-100-43	6739-030613	Admin/Travel - Budd Bay Cafe	28.91
0	US Bank	3/29/2013	001-13-513-100-43	6739-030613	Admin/Travel - Tacoma Conventior	5.00
0	US Bank	3/29/2013	001-13-513-100-43	6739-030613	Admin/Travel - Doubletree	20.52
0	US Bank	3/29/2013	001-13-513-100-43	6705-030613	Admin/Parking - UW Tacoma	6.00
0	US Bank	3/29/2013	001-13-513-100-43	6705-030613	Admin/Parking - UW Tacoma Credi	-3.00
0	US Bank	3/29/2013	001-21-521-200-32	6531-030613	PD/Fuel	210.00
0	US Bank	3/29/2013	001-21-521-200-32	6473-030613	PD/Fuel	222.32
0	US Bank	3/29/2013	001-21-521-200-35	6473-030613	PD/Office Equipment - Amazon	287.71
0	US Bank	3/29/2013	001-21-521-200-32	6630-030613	PD/Fuel	288.38
0	US Bank	3/29/2013	001-13-513-100-31	6853-030613	Admin/Supplies - Trophies Tomorr	47.45
0	US Bank	3/29/2013	001-13-513-100-43	7590-030613	Admin/Chamber Luncheon	20.00
0	US Bank	3/29/2013	001-19-518-900-45	7590-030613	GF/Archive Storage Fees - County L	110.00
0	US Bank	3/29/2013	001-19-518-900-64	7590-030613	GF/Computer System Backup Drive	1,182.62
0	US Bank	3/29/2013	001-21-521-200-32	6622-030613	PD/Fuel	331.51
0	US Bank	3/29/2013	001-21-521-200-32	6770-030613	PD/Fuel	309.88
0	US Bank	3/29/2013	001-21-521-200-43	6770-030613	PD/Meals - Spoonful of Sugar	14.94
0	US Bank	3/29/2013	001-21-521-200-31	6770-030613	PD/Supplies - Mobilelock	2.50
0	US Bank	3/29/2013	001-24-558-502-49	6556-030613	Bld/Registration WABO	600.00
0	US Bank	3/29/2013	101-00-542-900-43	6713-030613	Street/Travel - Cragel Parking	3.00
0	US Bank	3/29/2013	403-33-534-100-43	6713-030613	Water/Travel - Campus Parking 8	6.00
0	US Bank	3/29/2013	001-32-532-100-49	6713-030613	Eng/Driving Record - WA DOL	13.00



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	US Bank	3/29/2013	406-37-553-310-49	6713-030613	Storm/Driving Record - WA DOL	13.00
0	US Bank	3/29/2013	403-33-534-100-49	6713-030613	Water/Driving Record - WA DOL	13.00
0	US Bank	3/29/2013	401-31-533-100-49	6713-030613	Elec/Driving Record - WA DOL	13.00
0	US Bank	3/29/2013	403-33-534-100-49	6713-030613	Water/Driving Record - WA DOL	13.00
0	US Bank	3/29/2013	001-13-513-100-31	6705-030613	Admin/Office Supplies - Office Dep	21.45
0	US Bank	3/29/2013	001-21-521-200-32	8284-030613	PD/Fuel	321.06
0	US Bank	3/29/2013	107-00-521-200-62	8284-030613	PD/Remodel Supplies - Home Depc	137.64
0	US Bank	3/29/2013	001-21-521-200-32	3217-030613	PD/Fuel	328.41
0	US Bank	3/29/2013	001-21-521-200-31	3217-030613	PD/Supplies - Hometown Hardwar	19.09
0	US Bank	3/29/2013	001-21-521-200-32	6747-030613	PD/Fuel	535.30
0	US Bank	3/29/2013	001-21-521-200-43	6770-030613	PD/Meals - Yoko Teriyaki	17.57
0	US Bank	3/29/2013	001-21-521-200-43	6770-030613	PD/Meals - Elmers	27.71
0	US Bank	3/29/2013	001-21-521-200-32	6887-030613	PD/Fuel	286.02
US Bank Total						11,297.95
0	Verizon Wireless	3/29/2013	403-33-534-100-42	1161722111	Wtr/Verizon Charges	17.33
0	Verizon Wireless	3/29/2013	406-37-553-310-42	1161722111	Storm/Verizon Charges	11.56
0	Verizon Wireless	3/29/2013	406-38-553-350-42	1161722111	Storm/Verizon Charges	11.55
0	Verizon Wireless	3/29/2013	403-33-534-100-42	1162381809	Wtr/Verizon Charges	2.09
0	Verizon Wireless	3/29/2013	406-37-553-310-42	1162381809	Storm/Verizon Charges	16.02
0	Verizon Wireless	3/29/2013	501-00-548-300-42	1162381809	MP/Verizon Charges	14.35
0	Verizon Wireless	3/29/2013	001-14-514-230-42	1161722111	Fin/Verizon Charges	30.10
0	Verizon Wireless	3/29/2013	001-13-513-100-42	1161722111	Admin/Verizon Charges	96.57
0	Verizon Wireless	3/29/2013	001-32-532-100-42	1161722111	Eng/Verizon Charges	5.78
0	Verizon Wireless	3/29/2013	101-00-542-900-42	1161722111	Streets/Verizon Charges	23.11
0	Verizon Wireless	3/29/2013	401-31-533-100-42	1161722111	Elect/Verizon Charges	17.33
0	Verizon Wireless	3/29/2013	401-32-533-500-42	1161722111	Elect/Verizon Charges	77.83
0	Verizon Wireless	3/29/2013	001-21-521-200-42	1161722111	PD/Verizon Charges	600.10
0	Verizon Wireless	3/29/2013	118-21-521-230-42	1161722111	PD-Reserves/Verizon Charges	122.56
0	Verizon Wireless	3/29/2013	001-21-521-200-42	1161722111	PD/Verizon Charges	515.37
0	Verizon Wireless	3/29/2013	401-30-533-110-42	1161722111	Elect/Verizon Charges	30.87
0	Verizon Wireless	3/29/2013	403-30-534-110-42	1161722111	Wtr/Verizon Charges	33.05
0	Verizon Wireless	3/29/2013	406-30-553-110-42	1161722111	Storm/Verizon Charges	5.20
0	Verizon Wireless	3/29/2013	403-34-534-500-42	1161722111	Wtr/Verizon Charges	48.94
0	Verizon Wireless	3/29/2013	001-18-518-300-42	1162381809	Fac/Verizon Charges	4.18
0	Verizon Wireless	3/29/2013	001-32-532-100-42	1162381809	Eng/Verizon Charges	2.79
0	Verizon Wireless	3/29/2013	001-76-576-600-42	1162381809	Parks/Verizon Charges	13.52
0	Verizon Wireless	3/29/2013	101-00-542-900-42	1162381809	Streets/Verizon Charges	28.29
0	Verizon Wireless	3/29/2013	401-32-533-500-42	1162381809	Elect/Verizon Charges	84.98
0	Verizon Wireless	3/29/2013	403-34-534-500-42	1162381809	Wtr/Verizon Charges	63.26
0	Verizon Wireless	3/29/2013	406-38-553-350-42	1162381809	Storm/Verizon Charges	14.35
0	Verizon Wireless	3/29/2013	401-31-533-100-42	1162381809	Elect/Verizon Charges	2.09
0	Verizon Wireless	3/29/2013	001-24-558-500-42	1162381809	Bldg/Verizon Charges	16.44
0	Verizon Wireless	3/29/2013	401-30-533-110-42	1163184302	Elec/Verizon Charges	19.53
0	Verizon Wireless	3/29/2013	403-30-534-110-42	1163184302	Water/Verizon Charges	19.53
0	Verizon Wireless	3/29/2013	401-30-533-110-42	1162381809	Elect/Verizon Charges	4.74
0	Verizon Wireless	3/29/2013	403-30-534-110-42	1162381809	Water/Verizon Charges	4.88
0	Verizon Wireless	3/29/2013	406-30-553-110-42	1162381809	Storm/Verizon Charges	4.74
0	Verizon Wireless	3/29/2013	001-73-569-500-42	1162381809	AC/Verizon Charges	3.20
Verizon Wireless Total						1,966.23
3/29/2013 Total						315,562.97
Grand Total						\$581,428.64

Back to Agenda Bill





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To: Mayor Perry and City Councilmembers
From: Public Works Director Neal
Date: April 8, 2013 Regular Session
Re: Kent Street Detention Pond Project Closeout and Acceptance

ATTACHMENTS: A. Copy of Final Pay Estimate

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action:

“I move to accept the Kent Street Detention Pond Project, subject to the requirements of appropriate Federal and State agencies, if any, and the subsequent release of retainage to the contractor.”

Fiscal Impact/Source of Funds: Retainage is not an additional project cost, but is in fact part of the original bid that council approved.

Previous Council Review:

After a series of meetings and discussions spanning 2 years, Council adopted a new Stormwater Capital Improvement Program (CIP) at the February 7, 2011 meeting. The Kent Street Detention Pond was included in the Stormwater Capital Fund for both the adopted 2011 and 2012 budgets.

Issue: Construction of the Kent Street Detention Pond Project is complete and ready for Council acceptance.

Discussion: Bids were received and opened on July 9, 2012. The low bidder, Campbells Shaffer LLC, had an initial bid price of \$145,125.66 (including sales tax) which was \$34,618.54 (or 21.1%) less than the Engineer’s Estimate for this project. Council was given the option between two bid additives for the fence, and chose the black vinyl coated chain link fence which is the current City standard.

Construction on the project started August 27, 2012 and was substantially complete on October 4, 2012. Final price for the project was \$139,879.41, which is approximately 3% below the original bid price.

APPLICATION FOR PAYMENT

Project Name: KENT STREET DETENTION POND
 Contractor Name: CAMPBELL SHAEFER, LLC
 Address: P.O. Box 5000 Spanaway WA, 98387
 L&I Registration#: 602-669-995

Payment No.: 2
 Pay Period: 9-Oct-11
 P.O. NUMBER: _____
 CITY ACCOUNT #: 407-92-595-400-65

Item	CO#	Description	Qty	Unit	Estimated Contract Unit Price	Total Contract Total Price	Previously Approved Qty.	Previously Approved Cost	This Request Qty.	This Request Cost	Total To Date Qty.	Total To Date Cost
1		Minor Changes	1	CALC	\$10,000.00	\$10,000.00						
2		Survey	1	LS	\$4,550.00	\$4,550.00	0.33	0.00	0.67	2,890.00	0.00	\$7,890.00
3		Mobilization, Cleanup, and Demobilization	1	LS	\$2,500.00	\$2,500.00	0.50	1,250.00	0.50	3,048.50	100.00%	\$4,550.00
4		Project Temporary Traffic Control	1	LS	\$500.00	\$500.00	0.50	250.00	0.50	1,250.00	100.00%	\$3,500.00
5		Clearing and Grubbing	1	LS	\$8,500.00	\$8,500.00	0.97	8,245.00	0.03	250.00	100.00%	\$500.00
6		Removal of Structure and Obstruction	1	LS	\$1,500.00	\$1,500.00	1.00	1,500.00	0.00	25.00	100.00%	\$8,500.00
7		Unstable Foundation Excavation Incl. Haul	20	CY	\$45.00	\$900.00	0.00	0.00	0.00	0.00	100.00%	\$1,500.00
8		Excavation and Washhaul	2,800	CY	\$27.50	\$77,000.00	2,730.00	61,425.00	0.00	0.00	0.00	\$61,425.00
9		Locate Existing Utilities	1	LS	\$45.00	\$45.00	0.50	22.50	0.50	22.50	100.00%	\$45.00
10		Controlled Density Fill	5	CY	\$1.00	\$5.00	0.00	0.00	0.00	0.00	0.00	\$0.00
11		Crushed Surface Top Course	15	CY	\$36.00	\$540.00	0.00	0.00	22.08	794.88	22.08	\$794.88
12		CRP Storm Sewer Pipe, 24 In. Diam. (Incl. Bedding)	12	LF	\$33.00	\$396.00	0.00	0.00	32.00	10,656.00	32.00	\$10,656.00
13		CRP Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding)	10	LF	\$70.00	\$700.00	10.00	700.00	10.00	700.00	10.00	\$700.00
14		Catch Basin, Type 2, 60 In. Diam. w/Debris Cage & Flow	1	EA	\$10,200.00	\$10,200.00	0.70	7,140.00	0.30	3,060.00	1.00	\$10,200.00
15		Catch Basin, Type 1	1	EA	\$1,000.00	\$1,000.00	0.00	0.00	1.00	1,000.00	1.00	\$1,000.00
16		Trench Excavation Safety Systems	1	LS	\$1,000.00	\$1,000.00	0.50	500.00	0.50	500.00	100.00%	\$1,000.00
17		Bank Run Gravel for Trench Backfill	50	TN	\$30.00	\$1,500.00	0.00	0.00	0.00	0.00	0.00	\$0.00
18		Erosion/Slur Pollution Control	1	LS	\$6,500.00	\$6,500.00	0.50	3,250.00	0.50	3,250.00	100.00%	\$6,500.00
19		Quarry Spalls	60	TN	\$37.00	\$2,220.00	5.97	220.89	23.75	878.75	29.72	\$1,099.64
20		Chain Link Fence, Type 1	350	LF	\$40.00	\$14,000.00	0.00	0.00	350.00	14,000.00	350.00	\$14,000.00

TOTAL Const Costs, Incl Change Orders, Excl Sales Tax: **\$ 132,656.00**
 Percent Complete: **64.31%**

TOTAL Const Costs, Incl Change Orders, Excl Sales Tax: **\$ 83,304.89**
 Percent Complete: **64.31%**

TOTAL Const Costs, Incl Change Orders, Excl Sales Tax: **\$ 132,656.00**
 PLUS Sales Tax @ 9.4%: **\$ 12,469.66**
 TOTAL Construction Costs PLUS Sales Tax: **\$ 145,125.66**

Adjustment for Items Over/Under Estimate: **\$ -**
 LESS Amount Retained: **\$ (6,632.80)**
 Total Const Cost: **\$ 138,492.86**

TOTAL Payment Due (includes Sales Tax): **\$ 138,492.86**
 Percent Complete: **64.31%**

CONTRACTOR AGREES TO THE ABOVE AMOUNTS AND CERTIFIES THAT PREVAILING WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 AND THE PREFILED STATEMENT(S) OF INTENT TO PAY PREVAILING WAGES.

Contractor: CAMPBELL SHAEFER, LLC
 Signed: [Signature] Date: 12/14/12
 Contractor Representative

Recommended for Payment By: [Signature] Date: 12/14/12
 City of Milton, Utility Supervisor

Approved for Payment By: [Signature] Date: 12/15/2012
 City of Milton, Public Works Director



Proclamation of the City of Milton

in recognition of Pierce County Library System and The News Tribune's Pierce County READS, sponsored by KeyBank Foundation and Pierce County Library Foundation.

Whereas, Pierce County READS seeks to engage, involve, and connect people throughout Pierce County; and

Pierce County READS is the largest community reading event in the county, when people read an award-winning book, participate in free events, join with groups to discuss the book, and attend a free event to meet the nationally known, best-selling author on May 17th, 2013, at 7 p.m.; and

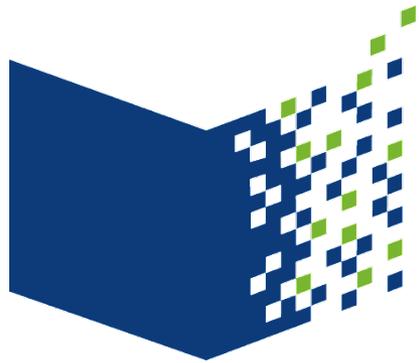
Whereas, Pierce County Library is offering this community-wide program in collaboration with numerous community partners.

Now therefore, be it resolved by the Milton City Council that March 18th through May 17th is proclaimed as:

Pierce County READS

PROCLAIMED this 8th day of April, 2013.

Debra Perry, Mayor



Pierce County Library System

Information & Imagination

Connecting communities

Learning opportunities

Enriching lives

Fast Facts

Fast Facts

- Serving you since 1946.



Fast Facts

- Serving you since 1946.
- 1,773 square mile service area: unincorporated Pierce County and 15 annexed cities and towns.

Fast Facts

- Serving you since 1946.
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- Serves 555,000 people.

Fast Facts

- Serving you since 1946.
- 1,773 square mile service area: unincorporated Pierce County and 15 annexed cities and towns.
- Serves 555,000 people.
- 18 libraries.

Fast Facts

- Serving you since 1946.
- 1,773 square mile service area: unincorporated Pierce County and 15 annexed cities and towns.
- Serves 555,000 people.
- 18 libraries.
- Online library 24/7.

National Medal for Museum and Library Service Finalist

Institute of Museum and Library Services selected Pierce County Library as a finalist in the nation's highest honor recognizing museums and libraries for community service.



Serving You: Families with Children

- Prepares children to succeed in reading, school and life.
- Supports community success.
- Saves you \$ with free books, movies and more.



Serving You: Tweens and Teens

- Online homework help with live tutors.
- Teen area for independent and group projects.
- Books, movies and more for school and fun.



Serving You: Online

3 websites

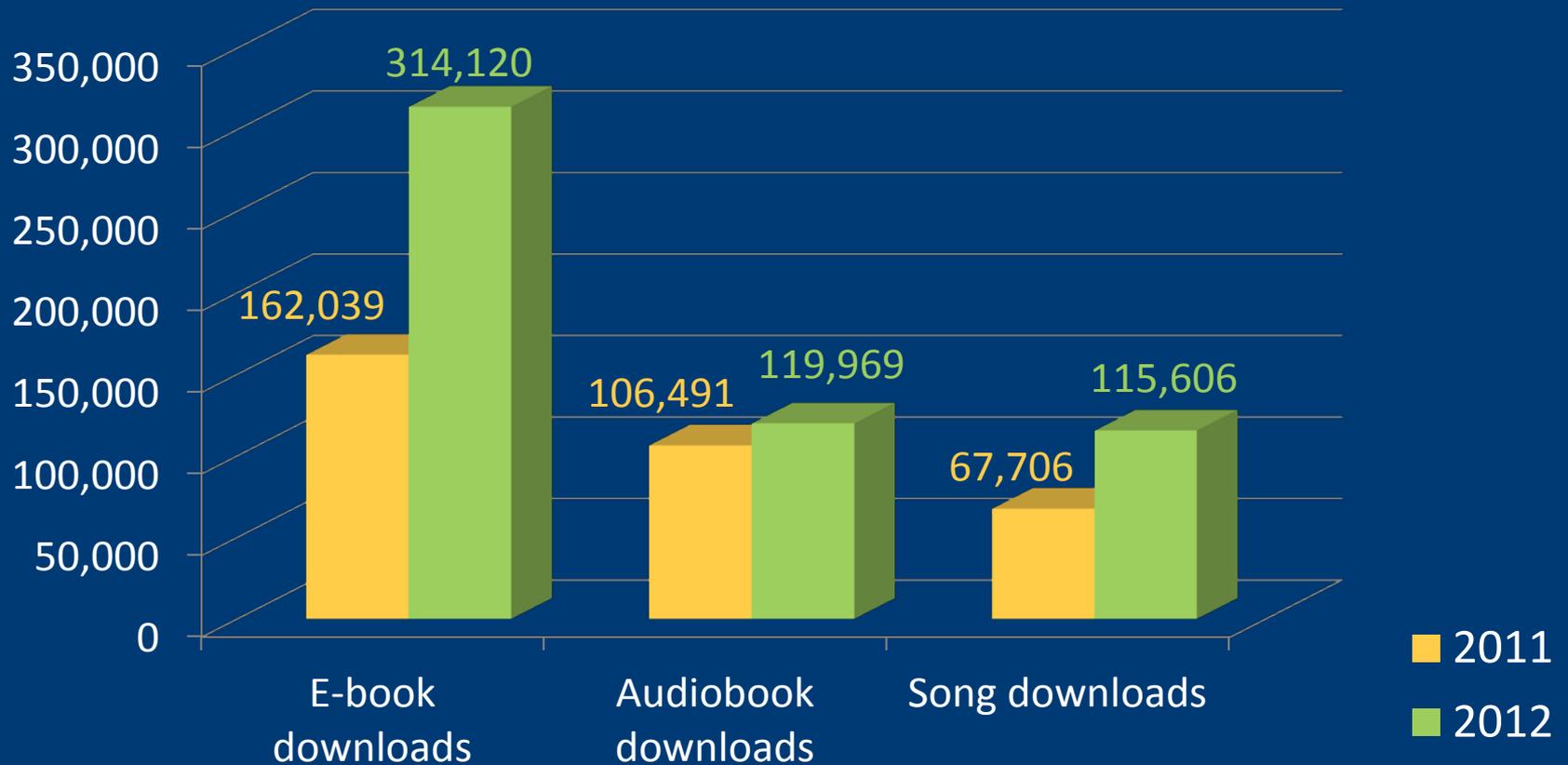
- piercecountylibrary.org
- jbc.mypcls.org
- military.mypcls.org



The screenshot shows the 'MILITARY CONNECTIONS' page of the Pierce County Library System. The header includes the library's name and navigation links: Home, Library Services, Local Resources, Things to Do, and Ask Us. A search bar is also present. The main content area features a large image of a man in a military uniform, with the heading 'RESOURCES FOR MILITARY FAMILIES'. Below the image, a welcome message states: 'Welcome to Pierce County and your Pierce County Library System. Read more to discover all that Pierce County Library has to offer military personnel and their families.' A 'Read more' button is located below the text. The footer contains four columns of information: 'ABOUT PIERCE COUNTY LIBRARY' (describing 18 libraries), 'ASK US' (providing contact information for questions), 'UPCOMING EVENTS' (inviting users to check local events), and 'PIERCE COUNTY LIBRARY SYSTEM' (providing the library's address, phone, fax, and TTY numbers). The footer also includes the copyright notice '© 2013 Pierce County Library System'.

Serving You: Online

Downloadable e-books, audiobooks and songs.



Serving You: Job + Business Resources

- Trained and knowledgeable librarians.
- Dedicated website.



Serving You: In Your Community

- Train child care providers and provide books and resources.
- Bring books to La Petite child care center in Milton.
- Bring books and more to Mill Ridge Village adult care facility in Milton and homebound people.



Serving Your Business Economy

Libraries are thriving, busy destinations. They:

- Contribute to neighborhoods.
- Complement retail businesses and cultural locations.
- Fuel new and next economies.
- Build technology skills.
- Draw developments.



Civic Engagement

Pierce County Library can convene, facilitate and lead civic engagement.

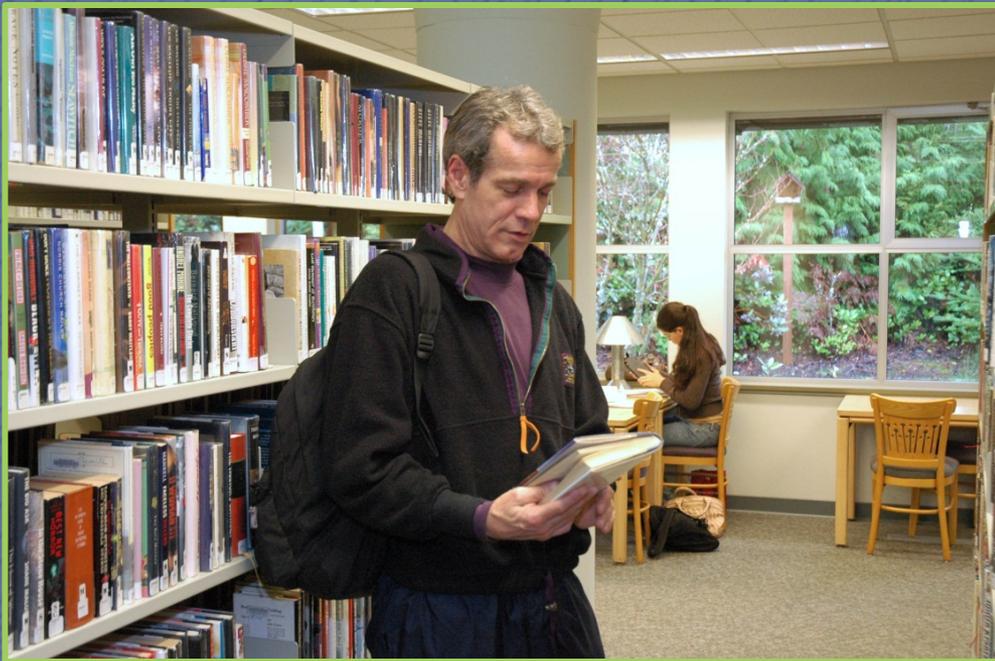
- Accessible.
- Respected.
- Trusted.
- Attracts partners and creates alliances.
- Knowledgeable and skilled staff.
- Meeting spaces.



Your Milton/Edgewood Pierce County Library



Milton/Edgewood Library in 2012



Books and other materials
checked out:

263,502

Milton/Edgewood Library in 2012



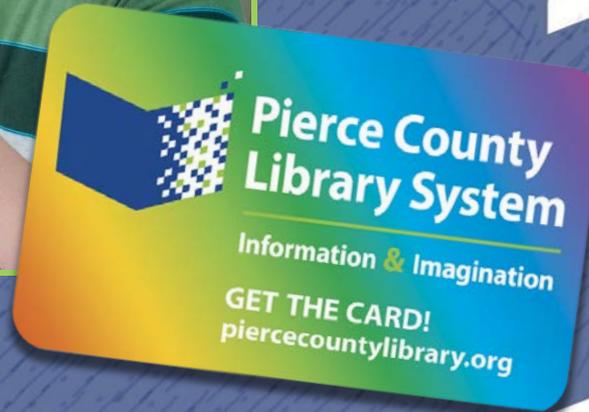
Books, CDs, DVDs and other
materials offered:

33,528

Milton/Edgewood Library in 2012



Cardholders:
8,974



Milton/Edgewood Library in 2012



Visits to Milton/Edgewood Library:
103,044

2012 Systemwide Service

Hours children read during summer reading: 75,450



3,240 hours at Milton/Edgewood Library

2012 Systemwide Service

Event Attendance: 56,610



Milton/Edgewood Library offers:

- Story times, babies and families
- Opera previews, adult

2012 visits to Pierce County Libraries compared to attendance at other locations





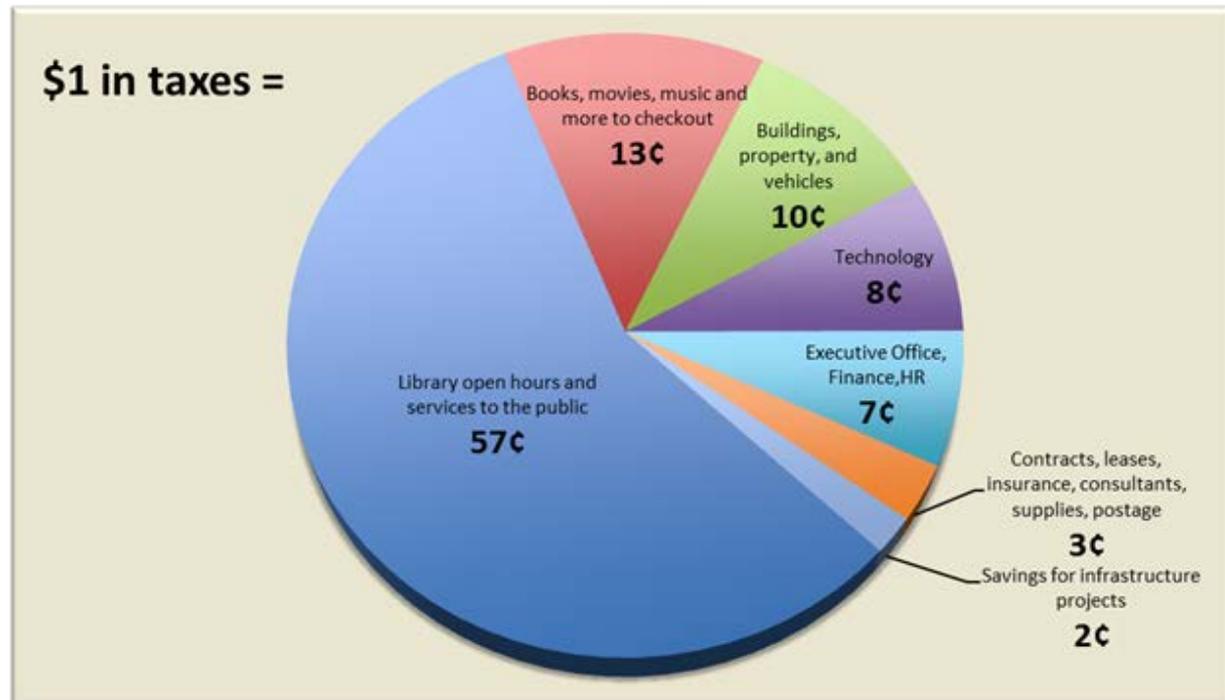
In 2010, **Milton/Edgewood Library** moved to Surprise Lake Square to better serve the area's growing communities:

- More centrally located: 31% increase in visits.
- Twice as much space.
- Easier to find books and materials: 7% increase in checkouts.
- Meeting and conference rooms.
- More computers.
- Added space for children and teens.

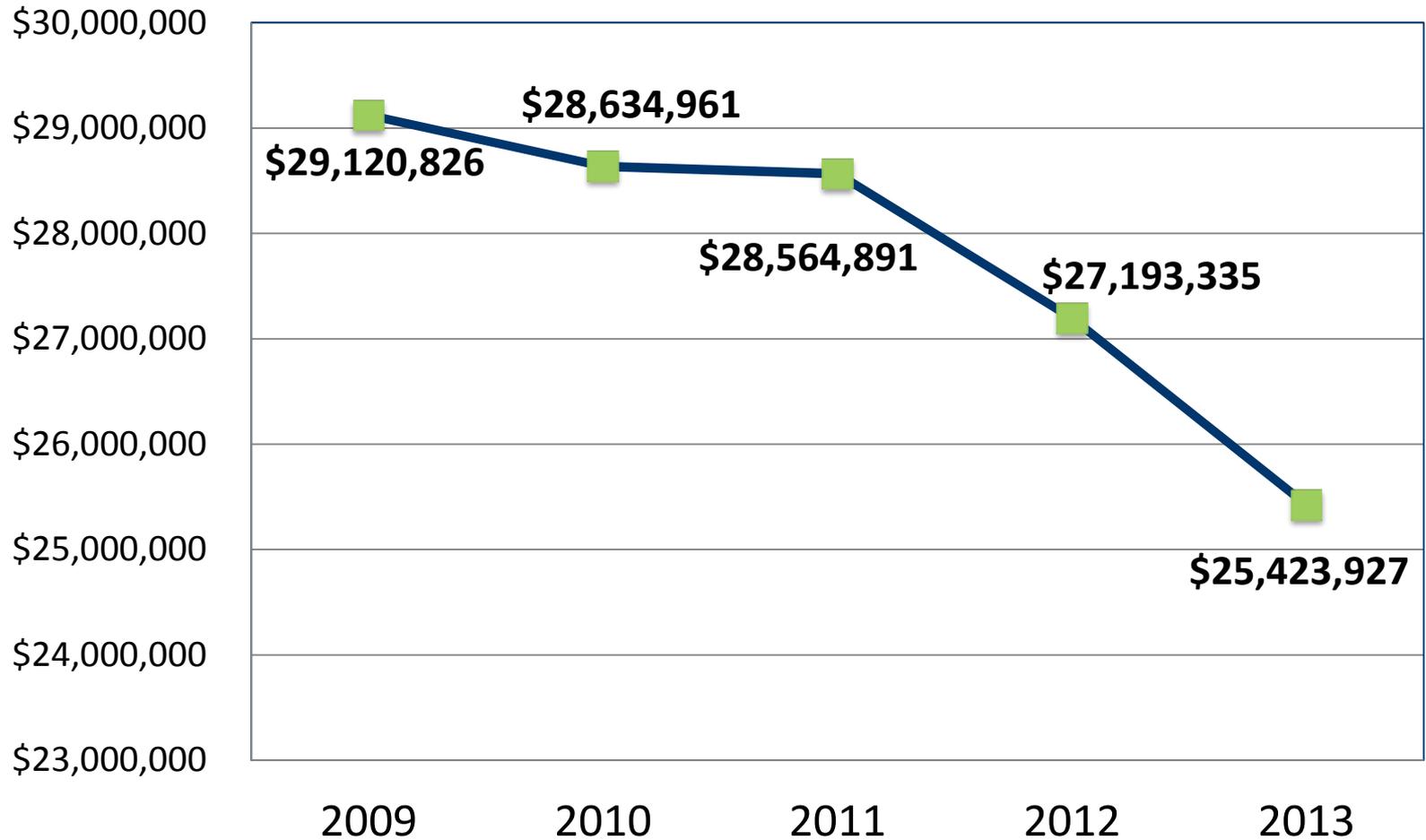
Serving You: Good Stewards

In 2013

- Approximately 96% property tax funded.
- Operating budget: \$25,423,927.



Operating Budgets



Community Support



- Friends of the Milton/Edgewood Library raises funds and advocates for library services.
- Find out how you can be a Friend of the Milton/Edgewood Library.
- 2 volunteers gave **28** hours.

Community Support

- In fiscal year 2011-12, Pierce County Library Foundation awarded **\$222,959** for library programs.





Pierce County Library Strategic Framework

Pierce County will be...

- A thriving community where knowledge grows.

Pierce County Library System will...

- Be a valued community asset.
- Be engaged in the life of our residents and the community.
- Make a difference one person at a time.

Connect with Pierce County Library

piercecountylibrary.org



Thank you!

Back to
Proclamation



To: Mayor Perry and City Council Members
From: City Administrator, Mukerjee
Public Works Director, Neal
Date: April 8, 2013
Re: **Public Hearing on Franchise Agreement with Zayo Group**

ATTACHMENTS: A. Ordinance
B. Map of Proposed Fiber Optic Cable

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: Hold a public hearing and discuss the proposed agreement. No action is required tonight, as this requires two readings before the Council, and will be brought back for action at a subsequent meeting.

Previous Council Review: NA

Issue: Consideration of a franchise agreement with a fiber optic provider.

Discussion: Zayo Group is a global fiber optic infrastructure provider based in Louisville, Colorado. Its fiber optic network is used by other companies such as internet providers, phone companies, data centers, as well as federal, state and local government agencies.

Zayo is seeking a franchise agreement with the city to lay fiber optic cables, initially along Porter Way to connect to an existing line on Pacific Highway, as shown on Attachment 2.

The franchise agreement is for 10 years, and it will allow Zayo to install fiber optic lines within the city's rights-of-way. All cables will be placed underground, however, if in the future Zayo decides to place overhead lines, it will need to seek city's authorization to do so (*see Section 6 of Ordinance*).

Approval of a franchise agreement requires two readings before the city council. This is the first reading with a public hearing. Council action will be scheduled at a subsequent meeting.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, GRANTING TO ZAYO GROUP, LLC AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A FIBER OPTIC CABLE NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF MILTON, WASHINGTON.

WHEREAS, Zayo Group, LLC has requested that the City Council grant it a nonexclusive franchise, and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040, NOW, THEREFORE,

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

Section 1. Franchise Granted. Pursuant to RCW 35A.47.040, the City of Milton, a Washington municipal corporation (hereinafter the “City”), hereby grants to Zayo Group, LLC (the “Franchisee”), its heirs successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a franchise for a period of ten (10) years, beginning on the effective date of this ordinance, set forth in herein.

This franchise shall grant Franchisee the right, privilege, and authority to construct, operate, maintain, replace, acquire, sell, lease and use all necessary Facilities for a fiber optic cable network, in, under, on, across, over, through, along or below the public Rights-of-Ways located in the City of Milton, as approved pursuant to City permits issued pursuant to this franchise. Public “Rights-of-Way” as used herein means all public streets, roads, alleys, and highways of the City as now or hereafter laid out, platted, dedicated or improved. “Facilities” as

used herein means a fiber optic cable system, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that new utility poles for overhead wires or cabling are specifically excluded. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from permitted "Facilities."

Section 2. Authority Limited to Occupation of Public Rights-of-Way. The authority granted herein is a limited authorization to occupy and use specific Rights-of-Way of the City. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Franchisee other than for the purpose of providing telecommunications services. As described in Section 8, construction is not authorized without the appropriate permits. This franchise does not and shall not convey any right to Franchisee to install its Facilities on, under, over, across or to otherwise use City owned or leased properties of any kind outside of the area shown on Exhibit A (the "Franchise Area") or to install Facilities on, under, over, across or otherwise use any City owned or leased property other than public roads, streets, avenues, alleys and highways. No substantive expansions, additions to or modifications or relocation of any of the Facilities shall be permitted without first having received prior authorization from the City. Under this Franchise, the Facilities shall not be used for Cable Services as that term is defined in 47 U.S.C § 522(6).

Section 3. Non-exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any said Rights-of-Way. Such franchise shall in no way prevent or prohibit the City from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment,

improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4. Location of Fiber Optics Network Facilities. Franchisee is maintaining a fiber optic cable network, consisting of Facilities within the City. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with the City's Design and Construction Standards and subject to the City's applicable permit requirements. Franchisee shall not be required to amend this franchise to construct or acquire Facilities within the Franchise Area.

Section 5. Relocation of Fiber Optic Cable Network Facilities.

Section 5.1 Franchisee agrees and covenants to protect, support, temporarily disconnect, relocate or remove from any Rights-of-Way any of its Facilities when reasonably required by the City by reason of traffic conditions or public safety, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of the City or other governmental entity, provided that Franchisee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Rights-of-Way upon approval by the City, any section of cable required to be temporarily disconnected or removed. Except as otherwise provided by law, the costs and expenses associated with relocations ordered pursuant to this section shall be borne by Franchisee.

Section 5.2 Upon request of the City and in order to facilitate the design of City street and Right-of-Way improvements, the Franchisee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the location of the same may be taken into account in the improvement design. The decision as to whether said Facilities need to be relocated in order to accommodate the City's improvements shall be made by the City upon review of the location and construction of the Franchisee's Facilities.

Section 5.3 If the City determines that the project necessitates the relocation of Franchisee's then existing Facilities, the City shall:

- (a) At least sixty (60) days prior to the issuance of the Notice to Proceed by the City to the City's contractor, provide Franchisee with written notice requiring such relocation; provided, however, that in the event of an emergency posing a threat to public safety or welfare, or in the event of an emergency beyond the control of the City, the City shall give the Franchisee written notice as soon as practicable; and
- (b) Provide Franchisee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Franchisee's Facilities so that Franchisee may relocate its Facilities in other City Rights-of-Way in order to accommodate such improvement project.
- (c) After receipt of such notice and such plans and specifications, Franchisee shall complete relocation of its Facilities at least ten (10) days prior to commencement of the City's project at no charge or expense to the City. Relocation shall be accomplished in such a manner as to accommodate the City's project. In the

event of an emergency, the Franchisee shall relocate its Facilities within the time period specified by the City.

Section 5.4 Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. Such alternatives must be submitted at least thirty (30) days prior to the issuance of the Notice to Proceed by the City to the City's contractor. The City shall evaluate such alternatives and advise Franchisee in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If so requested by the City, Franchisee shall submit at its sole cost and expense additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Franchisee full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, Franchisee shall relocate its Facilities as otherwise provided in this Section.

Section 5.5 The provisions of this Section shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 5.6 The Franchisee will indemnify, hold harmless, and pay the costs of defending the City against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Franchisee to remove or relocate its Facilities in a timely manner; provided, that the Franchisee shall not be responsible

for damages due to delays caused by circumstances beyond the control of the Franchisee or the negligence, willful misconduct, or unreasonable delay of the City.

Section 5.7 Whenever any person shall have obtained permission from the City to use any street or public way for the purpose of moving any building, the Franchisee, upon seven (7) days' written notice from the City, shall raise or remove, at the expense of the person desiring to move the building, any of the Franchisee's Facilities which may obstruct the removal of such building.

Section 5.8 The provisions of this Section shall survive the expiration or termination of this franchise.

Section 6. Undergrounding of Facilities. Except as specifically authorized by permit of the City, Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the City. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to underground installation at Franchisee's expense. Unless otherwise permitted by the City, Franchisee shall underground its Facilities in all new developments and subdivisions.

Whenever the City may require the undergrounding of the aerial utilities in any area of the City, Franchisee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable

to the undergrounding of Franchisee's own Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of Franchisee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded. The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 7. Maps and Records. Within ten (10) days after construction is complete, the Franchisee shall provide the City with accurate copies of as-built plans and maps in a form and content reasonably prescribed by the Public Works Director. These plans and maps shall be provided at no cost to the City, and shall include hard copies and digital files in Autocad, ArcGIS.MDB or other readable formats approved by the City and delivered electronically.

Section 7.1 Within ten (10) days of a written request from the Public Works Director, the Franchisee shall furnish the City with information sufficient to demonstrate: 1) that the Franchisee has complied with all applicable requirements of this Franchise; and 2) that all sales, utility and/or telecommunications taxes due the City in connection with the Franchisee's services and Facilities provided by the Franchisee have been properly collected and paid by the Franchisee.

Section 7.2 All books, records, maps and other documents, maintained by the Franchisee with respect to its Facilities within the Rights-of-Way shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this Section shall be construed to require the Franchisee to violate state or federal law regarding

customer privacy, nor shall this Section be construed to require the Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

Section 7.3 Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. The City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Franchisee shall be responsible for clearly and conspicuously indentifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State and federal law. In the event that the City receives a public records request under RCW 42.56 or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the City shall promptly provide notice of such disclosure so that Franchisee can take appropriate steps to protect its interests. Nothing in Section 7.3 prohibits the City from complying with RCW 42.56, or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee which prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records.

Section 8. Work in the Rights-of-Way. During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post

and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Section 8.1 Whenever Franchisee shall commence work in any public Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its cable or equipment, it shall apply to the City for a permit to do so and, in addition, shall give the City at least ten (10) working days prior notice of its intent to commence work in the Rights-of-Way. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications and warranted for a period of two (2) years. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this franchise ordinance. The provisions of Section 8 shall survive the expiration or termination of this franchise ordinance.

Section 8.2 If either the City or Franchisee shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- (a) Such joint use shall not unreasonably delay the work of the party causing the excavation to be made;
- (b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and
- (c) Either party may deny such request for safety reasons.

Section 8.3 Franchisee shall provide a notice indicating the nature and location of the work to be performed at least twenty-four (24) hours prior to entering private property or streets or public easements adjacent to or on such private property. Such notice shall be physically posted upon the affected property by the Franchisee, a door hanger is permissible. The Franchisee shall make a good faith effort to comply with the property owner/resident's preferences, if any, on location or placement of underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), consistent with sound engineering practices.

Section 8.4 The Franchisee, in accordance with applicable federal, State and local safety requirements, shall, at all times, employ ordinary care and shall install and maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public. All structures and all lines, equipment and connections in, over, under and upon the streets, sidewalks, alleys and public ways or places of a permit area, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition and in good order and repair. The City reserves the general right to see that the Facilities are constructed and maintained in a safe condition. If a violation of the National Electrical Safety Code or other applicable regulation is found to exist by the City, the City will, after discussions with Franchisee, establish a reasonable time for Franchisee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself or have them made and collect all reasonable costs thereof from a Franchisee.

Section 8.5 Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with the Franchisee's wires and cables. Franchisee shall ensure that its

tree trimming activities protect the appearance, integrity and health of the trees to the extent reasonably possible. Franchisee shall prepare and maintain a tree trimming schedule to ensure compliance with Section 8.5 and to avoid exigent circumstances where tree cutting, trimming or removal is necessary to protect the public safety or continuity of service without the regard for the appearance, integrity or health of the trees that planned maintenance would otherwise allow. Franchisee shall submit the schedule to the Public Works Director. All trimming is to be done after the explicit prior written notification and approval of the City and at the expense of the Franchisee. Franchisee may contract for such services, however, any firm or individual so retained shall receive City approval prior to commencing such trimming.

Section 9. One Call Locator Service. Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to RCW 19.122.

Section 10. RCW 35.99. Franchisee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070 at Franchisee's then current market rates.

Section 11. Restoration after Construction. Franchisee shall, after abandonment approved under Section 15 herein, or installation, construction, relocation, maintenance or repair of its Facilities within the Franchise Area, promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair.

The Public Works Director shall have final approval of the condition of such streets and public places after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Franchise Area or other affected area at its sole costs and expense and according to the time and terms specified in the construction permit issued by the City. All work by the Franchisee pursuant to this Section shall be performed in accordance with applicable City standards and warranted for a period of two (2) years. In the event the Franchisee does not repair a Right-of-Way or an improvement in or to a Right-of-Way in a prompt fashion or as agreed to with the Public Works Director, the City may repair the damage and shall be reimbursed its actual cost within thirty (30) days of submitting an invoice to Franchisee. The provisions of this Section 11 shall survive the expiration, revocation or termination by other means of this franchise.

Section 11.1 Emergency Work – Permit Waived. In the event of any emergency in which any of Franchisee’s Facilities located in or under any street breaks, becomes damaged, or if Franchisee’s construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Franchisee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Milton City Hall is open for business. The City retains the right and privilege to cut or move any Facilities located

within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall notify Franchisee by telephone promptly upon learning of the emergency and shall exercise reasonable efforts to avoid an interruption of Franchisee's service. The City shall not be liable to the Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section.

Section 11.2 Dangerous Conditions, Authority for City to Abate. Whenever the construction, installation or excavation of Facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 12. Recovery of Costs. Franchisee shall pay a grant fee for the City's administrative, legal, and other costs incurred in drafting and processing this franchise ordinance and all work related thereto. No construction permits shall be issued for the installation of

facilities authorized hereby until such time as the City has received payment of the grant fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. Where the City incurs costs and expenses for review, inspection or supervision of activities, including but not limited to fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City. In addition to the above, Franchisee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving Franchisee's Facilities. The Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for the Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall include but not be limited to the Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Rights-of-Way as the result of the presence of the Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall also include the Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of the Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with the Franchisee's Facilities.

Section 13. City's Reservation of Rights. Pursuant to RCW 35.21.860, the City is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.16.010, except for administrative expenses or any tax authorized by state law. Franchisee hereby

warrants that its operations as authorized under this franchise are those of a telephone business as defined in RCW 82.16.010. As a result, the City will not impose a franchise fee under the terms of this ordinance, other than as described herein. Franchisee acknowledges that its operation with the City may constitute a telephone business subject to the utility tax imposed pursuant to the Milton Municipal Code Chapter 5.08.

However, the City hereby reserves its right to impose a franchise fee on Franchisee for purposes other than to recover its administrative expenses, if Franchisee's operations as authorized by this franchise change so that not all uses of the franchise are those of a "telephone business" as defined in RCW 82.16.010; or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate Franchisee's operations, as allowed under applicable law. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable Federal, State, or local laws.

Section 14. Indemnification. Franchisee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Franchisee's own employees for which Franchisee might otherwise be immune under Title 51 RCW, for injury or death of any person or damage to property caused by or arising out of the negligent acts or omissions of Franchisee, its agents, servants, officers or employees in the performance of this franchise, and any rights granted hereunder.

Section 14.1 Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any

of its obligations under this Section. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Franchisee's consent, prior to the culmination of any litigation or the institution of any litigation.

Section 14.2 In the event that Franchisee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification provision contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, the Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision.

Section 14.3 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, its officers, employees and agents, Franchisee's liability hereunder shall be only to the extent of Franchisee's negligence. It is further specifically and expressly understood that the indemnification provision provided herein constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 14.4 The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Franchisee to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence, willful

misconduct, or criminal acts of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

Section 14.5 Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any willful, malicious, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful, malicious, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

Section 14.6 The provisions of this Section 14 shall survive the expiration, revocation, or termination of this franchise.

Section 15. Insurance. Franchisee shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted hereunder to Franchisee, its agents representatives or employees. Franchisee shall provide a copy of a Certificate of Insurance to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance certificate shall evidence a policy of insurance that includes:

- (a) Automobile Liability insurance with limits no less than \$3,000,000 Combined Single Limit per occurrence for bodily injury and property damage; and
- (b) Commercial General Liability insurance, written on an occurrence basis with limits no less than \$5,000,000 combined single limit per occurrence and \$5,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; premises; operations; independent contractors; stop gap liability; personal injury; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.
- (c) Professional Liability insurance with limits no less than \$1,000,000 per claim for all professionals employed or retained by Franchisee to perform services under this franchise.
- (d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee.

The insurance policies obtained by Franchisee shall name the City, its officers, officials, employees, agents, and volunteers, as an additional insured with regard to activities performed by or on behalf of Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of Franchisee's insurance and shall not contribute with it.

In addition to the coverage requirements set forth in this Section, each such insurance policy shall contain the following endorsement:

It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 60 days after receipt by the City, by certified mail, of a written notice addressed to the Public Works Director of such intent to cancel or not to renew.

Within thirty (30) days after receipt by the City of any insurance cancellation notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, the Franchisee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

Section 16. Abandonment of Franchisee's Fiber Optic Cable Network. Upon the expiration, termination, or revocation of the rights granted under this Franchise, the Franchisee shall remove all of its Facilities from the Rights-of-Way within thirty (30) days of receiving

notice from the Public Works Director. The Facilities, in whole or in part, may not be abandoned by Franchisee without written notice to the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director, and all necessary permits must be obtained prior to such work. Provided, however, that the City may permit the Franchisee's improvements to be abandoned and placed in such a manner as the City may prescribe. Upon permanent abandonment, and the Franchisee's agreement to transfer ownership of the Facilities to the City, the Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place and which are not removed within thirty (30) days of receipt of said notice shall automatically become the property of the City. Provided, however, that nothing contained within this Section shall prevent the City from compelling the Franchisee to remove any such Facilities through judicial action when the City has not permitted the Franchisee to abandon said Facilities in place. The provisions of this Section shall survive the expiration, revocation or termination of this franchise ordinance.

Section 17. Construction and Completion Bond. Franchisee shall furnish a construction and completion bond written by a corporate surety acceptable to the City equal to at least 120% of the estimated cost of constructing the Franchisee's telecommunications Facilities within the public ways of the City prior to commencement of any such work. The bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other properties affected by the construction; (5) submission of as-built drawings after completion of construction; and, (6) timely payment and satisfaction of all claims, demands, or liens for labor,

materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and shall warrant all such restoration work for a period of two (2) years.

Section 18. Security Fund. Franchisee shall provide City with a performance bond in the amount of Fifty Thousand Dollars (\$50,000) running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from the bond any damages suffered by City as a direct result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of Section 18 shall constitute a material breach of this franchise. Such a financial guarantee shall not be construed to limit Franchisee's liability to the guarantee amount, or otherwise limit City's recourse to any remedy to which City is otherwise entitled at law or in equity.

Section 19 Modification. The City and Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 20. Forfeiture and Revocation. If Franchisee willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given Franchisee by the City under the provisions of this franchise, then Franchisee shall, at the election of the Milton City Council,

forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon notice to Franchisee.

Section 21. Remedies to Enforce Compliance.

Section 21.1 The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver.

Section 21.2 If Franchisee shall violate, or fail to comply with any of the provisions of this franchise, or should it fail to heed or comply with any notice given to Franchisee under the provisions of this franchise, the City shall provide Franchisee with written notice specifying with reasonable particularity the nature of any such breach and Franchisee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If City reasonably determines the breach cannot be cured within (30) thirty days, City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the

breach is not cured within the specified time, or Franchisee does not comply with the specified conditions, City may, at its discretion, (1) revoke this Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the security fund set forth in Section 18, or (3) pursue other remedies as described in Section 21.1 above.

Section 22. Non-Waiver. The failure of the City to insist upon strict performance of any of the covenants and agreements of this franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or option.

Section 23. City Ordinances and Regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of any fiber optic cable or cable facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. In the event of a conflict between the provisions of this Franchise and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

Section 24. Cost of Publication. The cost of publication of this Ordinance shall be borne by Franchisee.

Section 25. Acceptance. This franchise may be accepted by Franchisee by its filing with the City Clerk an unconditional written acceptance, within sixty (60) days from the City's

execution of this franchise, in the form attached hereto as Exhibit B. Failure of Franchisee to so accept this franchise shall be deemed a rejection thereof by Franchisee and the rights and privileges herein granted shall absolutely cease and determine. In addition, Franchisee shall file proof of insurance obtained pursuant to Section 15, any construction or completion bonds pursuant to Section 17 and the letter of credit required pursuant to Section 18.

Section 26. Survival. All of the provisions, conditions, and requirements of Section 5, Section 6, Section 8, Section 11, Section 14 and Section 16 of this franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 27. Assignment. This agreement may not be assigned or transferred without the written approval of the City, which approval shall not be unreasonably withheld, except Franchisee may freely assign this Franchise in whole or in part to a parent or subsidiary organization or as part of any corporate financing, reorganization or refinancing. The Franchisee shall provide prompt, written notice to the City of any such assignment. The assignee or transferee must have the legal, technical, financial and other requisite qualifications to own, hold and operate the Franchisee's telecommunications system. The Franchisee shall reimburse the

City for all direct and indirect costs and expenses reasonably incurred by the City in considering a request to transfer or assign this franchise and shall pay the applicable application fee.

Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the Franchisee, of the ownership or working control of the Facilities, of the ownership or working control of affiliated entities having ownership or working control of the Franchisee or of the Facilities, or of control of the capacity or bandwidth of the Franchisee's Facilities or substantial parts thereof, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are not exempt from City approval. The Franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of the Franchisee's company. Every change, transfer, or acquisition of control of a Franchisee's company shall cause a review of the proposed transfer. In the event that the City adopts a resolution denying its consent and such change, transfer or acquisition of control has been effected, the City may cancel this Franchise.

Franchisee may, without the prior written consent of the City: (i) lease the Facilities, or any portion thereof, to another entity; (ii) grant an indefeasible right of user interest in the Facilities, or any portion thereof, to another entity; or (iii) offer or provide capacity or bandwidth from the Facilities to another person, PROVIDED THAT: Franchisee at all times retains exclusive control over the Facilities and remains responsible for locating, servicing, repairing, relocating, or removing its Facilities pursuant to the terms and conditions of this Franchise and remains in compliance with this Franchise.

Section 28. Entire Agreement. This franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or

understandings, written or otherwise, shall be binding upon the parties upon execution of this franchise.

Section 29. Eminent Domain. The existence of this franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this franchise.

Section 30. Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The City shall notify the Franchisee in writing not less than sixty (60) days before vacating all or any portion of any such area. The City may, after sixty (60) days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 31. Notice. Any Notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

CITY OF MILTON
Public Works
1000 Laurel St.
Milton WA 98354

Zayo Group, LLC
400 Centennial Parkway, Suite 200
Louisville CO 80027
Attn: General Counsel, ZFTI

Section 32. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either

party may request renegotiation of those remaining terms of this franchise materially affected by such court's ruling.

Section 33. Compliance with All Applicable Laws. The Franchisee agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. The Franchisee further agrees to save and hold the City harmless from damage, loss or expense, arising out of the said use or work, unless caused by the City's sole negligence and to remove all liens and encumbrances arising as a result of said use or work. The Franchisee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner suitable to the City. Additionally, the Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation upon providing Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, City may enact the proposed amendment, by incorporating Franchisee's concerns to the maximum extent City deems possible.

Section 34. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the Court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Section 35. Hazardous Substances. The Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall the Franchisee allow any of its agents, contractors or any person under its control to do the same. The Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with the Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by the Franchisee's agents, contractors or other persons acting under the Franchisee's control, whether or not intentional.

Section 36. Licenses, Fees and Taxes. Prior to constructing any improvements, the Franchisee shall obtain a business or utility license from the City. The Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by the Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business; shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 37. Miscellaneous.

Section 37.1 City and the Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this franchise.

Section 37.2 This franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

Section 37.3 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 37.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

Section 37.5 Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by the Franchisee by any person or entity.

Section 37.6 This franchise may be enforced at both law and equity.

Section 38. Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the premises or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate

this franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's expense.

Section 39. 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 by a vote of _____ for, _____ against, by the City Council of the City of Milton, Washington, at a special scheduled meeting thereof this _____ day of _____, _____.

CITY OF MILTON

Debra Perry, Mayor

Attest/Authenticated:

Lisa Taylor, City Clerk

Approved as to form:

City Attorney

Published: _____

Effective Date:

EXHIBIT A

EXHIBIT B

STATEMENT OF ACCEPTANCE

Zayo Group, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions, and provisions of the franchise attached hereto and incorporated herein by this reference.

Date: _____

ZAYO GROUP, LLC

By: _____

Name: _____

Its: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On this _____ day of _____, 2012, before me personally appeared _____ to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013.

NOTARY PUBLIC

[Print Name]

My commission expires: _____

Back to Agenda Bill



To: Mayor Perry and City Council Members
From: City Administrator, Mukerjee
Finance Director, Tylor
Date: April 8, 2013
Re: **Ordinance Renewing EMS Levy**

ATTACHMENTS: A. Ordinance

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: Move to pass the attached ordinance placing the extension of the EMS Levy for five years, on the August Primary Elections.

Previous Council Review: NA

Issue: The City's EMS Levy which expires at the end of 2013. In order to avoid losing the EMS levy in the event the fire annexation measure fails, Council should consider passing an ordinance placing it on the ballot either at the August Primary Election or the November General Election. A change in the State law now requires only a simple majority approval for uninterrupted EMS levies, Otherwise a 60% voter approval is required.

Discussion: In 2007, the voters of the City of Milton approved a \$0.50 EMS levy for the years 2008-2013. If the fire annexation measure fails, we will need to ask the voters to extend the current \$0.50 EMS levy, which expires at the end of this year.

The advantage of placing it on the August primary is that it gives us a second opportunity in November if needed. However, placing a measure on a primary ballot is generally more expensive. Also, knowing the election results in August gives us the opportunity to take that in to account while preparing the 2014 city budget. The deadline to file a resolution for the August election is May 10th.

The November general elections would be the last opportunity to place this before the voters. While it would be less expensive to do so, this would be the last opportunity if we wanted to have uninterrupted EMS revenues. Also, we would essentially have to prepare two versions of the 2014 budget, one assuming passage, and the other with this revenue.

The fire annexation ballot measure is scheduled for April 23rd. If the votes are close, we would not know the final results until they are certified on May 7th. Since there is no Council meeting between May 7th when the annexation election results are certified, and May, 10th, which is the deadline for the August election, it is proposed that an EMS Levy ordinance be approved and submitted sometime between May 7 and May 10th. If the annexation election is approved, the EMS levy matter will be moot, and the ordinance would not be submitted.

**CITY OF MILTON
ORDINANCE 1821-13**

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, CALLING FOR A SPECIAL ELECTION AT THE AUGUST 6, 2013 PRIMARY ELECTION DATE FOR THE PURPOSE OF AUTHORIZING A TEMPORARY ADDITIONAL REGULAR PROPERTY TAX LEVY FOR EMERGENCY MEDICAL SERVICES FOR COLLECTION IN THE YEARS 2014 - 2019 AT A RATE NOT TO EXCEED FIFTY CENTS PER ONE THOUSAND DOLLARS OF ASSESSED VALUATION; PROVIDING FOR THE ACTUAL AMOUNT OF SAID LEVY TO BE DETERMINED DURING THE ANNUAL BUDGET AND PROPERTY TAX LEVY PROCESS; LIMITING THE USE OF SUCH LEVY FUNDS TO EMERGENCY MEDICAL CARE AND EMERGENCY MEDICAL SERVICES; REQUIRING SPECIAL ACCOUNTING FOR SUCH FUNDS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 84.52.069 authorizes cities to temporarily impose an additional regular property tax levy of up to fifty cents per one thousand dollars of assessed valuation in order to provide emergency medical care and emergency medical services, and

WHEREAS, assuring a stable source of funds in order to provide such emergency medical care and services will ensure that such services can be continuously provided and thus be in the best interest of the public health, safety and welfare, and

WHEREAS, in 2007, the voters of the City of Milton approved a \$0.50 EMS levy for the years 2008-2013, and

WHEREAS, RCW 84.52.069 authorizes the uninterrupted continuation of a six-year levy to be approved by a majority of the registered voters, and

WHEREAS, in order for the City of Milton to impose an uninterrupted continuation of a temporary levy, it must obtain approval of the voters of the City and the City Council has therefore determined to submit a proposition to the voters authorizing the levy at a rate not to exceed fifty cents per one thousand dollars of assessed valuation at the August 6, 2013 primary election date; now, therefore,

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

Section 1. Call for Election The King County and Pierce County Auditors, as *ex officio* supervisors of elections, are hereby requested to call and conduct an election in the City of Milton at the August 6 2013 primary election date for the purpose of submitting to the qualified electors of the City for their approval or rejection the question of whether or not a temporary additional regular property tax levy shall be made in 2013, for collection in the years 2014 - 2019, in order to provide for the uninterrupted continuation of a six-year levy for emergency medical care and emergency medical services within the City. Said question shall be

in substantially the form set forth in Section 2 below and shall provide for a temporary regular property tax levy at a rate not to exceed fifty cents per one thousand dollars of assessed valuation and shall be in addition to the regular property tax levy of the City as provided by law. The actual amount of said levy shall be determined on an annual basis during the annual budget and annual tax levy process.

Section 2. Ballot Title and Proposition. The ballot title and proposition to be submitted to the voters shall be in substantially the following form:

CITY OF MILTON PROPOSITION NO. _____
CONTINUATION OF TEMPORARY LEVY
FOR EMERGENCY MEDICAL CARE AND SERVICES

To continue to assist in the funding of emergency medical care and emergency medical services, shall the City of Milton be authorized to temporarily levy additional regular property taxes at a rate of up to fifty cents per one thousand dollars of assessed valuation, for collection in the years 2014 - 2019?

_____ **YES**
_____ **NO**

The City Administrator and City Attorney are authorized to make such minor adjustments to the wording of such proposition as may be recommended by the King or Pierce County Auditor, as long as the intent of the proposition remains clear and as approved by the City Council.

Section 3. Use of Funds. If the proposition set forth above is passed by the voters of the City, any and all funds generated as the result of the tax imposed shall be used only for the provision of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical services.

Section 4. Accounting. If the proposition set forth above passes, the City shall separately account for expenditures of the revenues generated by the levy. The City shall maintain a statement of the accounting, which shall be updated at least every two years and shall be available to the public upon request at no charge.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. This ordinance, being the exercise of a power specifically delegated to the legislative body, is not subject to referendum, and shall take effect and be in full force five (5) days after its passage and publication as provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Milton, this 8th day of April, 2013.

APPROVED:

Debra Perry, Mayor

ATTEST/AUTHENTICATED:

Lisa Tylor, City Clerk

Approved As To Form:

Back to Agenda Bill

By: _____
Bio Park, City Attorney

Published:

Effective Date: