



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

**May 13, 2013**  
**Monday**

**Next Ordinance: 1824-13**  
**Next Resolution: 13-1834**

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

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

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

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

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

**5. Consent Agenda**

A. Minutes – Approval of the minutes of:

- April 15, 2013 Regular Meeting

B. Payroll Approval:

- Approval of the 4/20/2013 and 5/5/2013 payroll direct deposits, checks, and benefits, in the amount of \$ 346,282.97.

- Approval of Checks / Vouchers #53770-53898 in the amount of \$1,008,400.54.

**6. Regular Agenda**

- A. Appointments to the Event Committee
- B. Ordinance – Adoption of Franchise Agreement – Zayo Group
- C. Ordinance – 2013 Budget Amendment #2
- D. Resolution – Amendment to Court Contract

**7. City Administrator Report**

**8. Council Reports**

**9. Mayor’s Report**

**10. Adjournment**

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

May 2013			
Mon 05/13	7:00 pm	Regular Meeting	A. Appointments to the Events Committee B. Adoption of Franchise Agreement – Zayo Group C. 2013 Budget Amendment Ordinance #2 D. Amendment to Court Contract
Mon 05/20	7:00 pm	Regular Meeting	A. Public Hearing - PSE Franchise Renewal B. Public Hearing on Sale of Property at 20 <sup>th</sup> Ave Reservoir Site C. Olofsson Estates Park Rezoning Request D. Energy Conservation Supplemental Contract
Mon 06/03	7:00 pm	Study Session	A. 6 – Year Transportation Improvement Program B. Electric Systems Plan Update C. DWLS Impound Ordinance
Mon 06/10	7:00 pm	Regular Meeting	A. Public Hearing & Adoption of 6 – Year Transportation Improvement Program B. Adoption of PSE Franchise Agreement C. Granting of Easement to DOE
Mon 06/17	7:00 pm	Regular Meeting	A. Adoption of 2012 Stormwater Manual
July 2013			
Mon 07/01	7:00 pm	Study Session	A. Mid-Year Budget Review & Prelim 2014 Revenue Picture. B. 2012 Stormwater Manual C. Street Presentation
Mon 07/08	7:00 pm	Regular Meeting	
Mon 07/15	7:00 pm	Regular Meeting	A. 2013 2 <sup>nd</sup> 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	<b>**MEETING CANCELLED**</b>
September 2013			
Tue 09/03	7:00 pm	Study Session	
Mon 09/09	7:00 pm	Regular Meeting	
Mon 09/16	7:00 pm	Regular Meeting	A. 2014 Revenue Estimates & Fee Schedule Changes
Mon 09/30		No Council Meeting	Preliminary Budget Distributed to Council
October 2013			
Mon 10/07	7:00 pm	Study Session	A. General Fund Budget Review



**DRAFT CITY COUNCIL MINUTES**

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

**CALL TO ORDER**

Mayor Perry called the regular meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

**ROLL CALL**

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

Excused: Councilmember Morton – **COUNCILMEMBER WHALEN MOVED**, seconded by Mayor Pro Tem Taylor, to excuse Councilmember Morton’s absence – **Passed 6/0**.

**STAFF PRESENT**

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

**ADDITIONS / DELETIONS**

None.

**CITIZEN PARTICIPATION**

<b>Speaker</b>	<b>Address</b>	<b>Comments</b>
Rob McDonald	1308 15 <sup>th</sup> Ave	<ul style="list-style-type: none"> <li>• Requests a wall to block the park lights, or for the lights to be tipped down, as they shine too brightly into his house.</li> <li>• As Chair of the Parks Board, invites everyone to Parks Appreciation Day this Saturday, preceded by a pancake breakfast at 8 a.m. at the Senior Center.</li> </ul>

## **PRESENTATION – Appreciation for Rich Porter**

Mayor Perry presented a proclamation to Rich and Sue Porter in appreciation for their years of community involvement. Mr. Porter spoke briefly of his time in Milton.

## **CONSENT AGENDA**

Approval of:

- Minutes:
  - April 8, 2013 Regular Meeting
- Claims Vouchers:
  - 4/5/2013 payroll direct deposits, checks, and benefits in the amount of \$125,611.74.

**MAYOR PRO TEM TAYLOR MOVED**, seconded by Councilmember Whalen, to approve the Consent Agenda. **The motion was voted on and passed 6/0.**

## **REGULAR AGENDA**

### **Item 7A – Kent Street Detention Pond Closeout**

City Administrator Mukerjee announced that the mudslide that postponed this item from last week's agenda had nothing to do with this project.

**COUNCILMEMBER ZAROUDNY MOVED**, seconded by Councilmember Whalen, to accept the Kent Street Detention Pond Project, subject to requirements of appropriate federal and state agencies, if any, and the subsequent release of retainage to the contractor. **The matter was voted on and passed 6/0.**

### **Item 6B – First Quarter Financial Report**

City Administrator Mukerjee said that Milton is on track for 1<sup>st</sup> quarter expectations, pointing out that sales tax revenues remain sluggish and are all the more reason to complete the visioning work that has begun.

Director Tylor gave an overview of the packet report:

- The 2<sup>nd</sup> quarter report will give a more accurate picture of annual progress; this is because not all revenues and expenditures occur according to the quarterly schedule, and several annual costs are paid at the beginning of the year.
- One item showing that wasn't budgeted for is the \$13,900 repair HVAC at the fire station; this will be accounted for in the 1<sup>st</sup> budget amendment.

Councilmembers expressed appreciation for the information and the presentation format. Discussion included the condition of the reserve fund, what is included in "Other revenues," and general clarifications.

### **Item 6C – Community Events Budget**

City Administrator Mukerjee explained that Council directed staff to create a separate "Community Events Budget" fund, and place the approved 2013 budget amount in that fund. Now the Council could consider funding some additional overhead costs.

**MAYOR PRO TEM TAYLOR MOVED**, seconded by Councilmember Zaroudny, to fund \$3,800.00 for overhead costs through an interfund transfer from the General Fund.

Councilmember Taylor said that the Events Committee does so much work that benefits the residents and the City alike. It is reasonable for the City to guarantee that the Committee has what they need.

Discussion included accountability processes and personnel costs.

**The motion was voted on and passed 6/0.**

Discussion continued regarding staff costs.

**COUNCILMEMBER ZAROUDNY MOVED**, seconded by Councilmember Whalen, to fund \$3,200.00 for city staff overtime costs through an interfund transfer from the General Fund.

Director Tylor clarified that these two motions would increase the Events Committee fund by a total of \$7,000, to accommodate overhead and staff overtime costs.

**The motion was voted on and passed 6/0.**

Mayor Perry clarified further that the City has the authority to approve how these funds are spent.

#### Item 6D – Review of Previous Budget Cuts

Discussion regarding the budget decisions so far this year, what is left, and what needs exist.

**COUNCILMEMBR ZAROUDNY MOVED**, seconded by Councilmember Whalen, to approve the purchase of a new phone system at \$20,000, as well as seasonal help at \$25,322.

Councilmember Jones asked Director Tylor for her comfort level regarding these two items. She said she is fairly comfortable, and she will bring any concerns that surface to Council's attention.

Director Tylor explained where the funds would originate.

**The motion was voted on and passed 6/0.**

Director Neal was asked and spoke to the need for seasonal workers.

**COUNCILMEMBER JONES MOVED**, seconded by Councilmember Whalen, to fund one seasonal employee for street/water/storm out of the \$25,322.

Clarification discussion ensued.

**Councilmember Jones retracted his motion. Councilmember Whalen agreed.**

**COUNCILMEMBER WHALEN MOVED**, seconded by Councilmember Jones, to fund two additional seasonal employees at \$25,322.

Clarification discussion ensued.

<b>Speaker</b>	<b>Address</b>	<b>Comments</b>
Leonard Sanderson	1201 24 <sup>th</sup> Ave Ct	The concern is with the General Fund. Clarified information regarding past budget items.

Director Neal thanked Council for their concern for adequate seasonal staffing, but suggested that, given the budget constraints, Council stay with two seasonal workers for the time being.

**Councilmember Whalen retracted his motion. Councilmember Jones agreed.**

**CITY ADMINISTRATOR REPORT**

- Good news – the employee Wellness Committee has worked hard and has attained a 2% discount on health insurance.
- Reported on state legislature bills.
- Offered advice to consider “one-time” versus “recurring” expenditures differently when reviewing budget items, as recurring expenditures create ongoing and future budget impacts.

**COUNCIL REPORTS**

Councilmember Whalen –

- Restated the compliment to staff on the pump house.
- Noted franchise poles with hanging fabric near Oak and Taylor that look bad and need to be cleaned up.
- Jovita alignment – concern about the 28<sup>th</sup>/Milton Way intersection – needs better visibility.

Councilmember Jones

- Neighbor reported that twice he has gone knocking at the fire department but no one was there.

Councilmember Zaroudny

- Appreciates staff’s advice during this and other meetings; keep in mind that directors have not received a raise in some time.
- Spaghetti Wars was a great time – complimented the Mayor and Events Committee – very well done.

Councilmember Manley

- Received a text from a builder today reporting on slow permit progress and unanswered calls to the building department. He has not yet verified the facts.

Councilmember Ott

- Spaghetti Wars was great – kudos to City Administrator Mukerjee for his long commute to attend.
- Reminder of Saturday’s Pancake Breakfast.

Mayor Pro Tem Taylor

- Thanks to the streets department for trying to save a young sapling that had been damaged and for ultimately replacing it.
- Kudos to code enforcement – noticed that attempts have been made to clean up area near 28<sup>th</sup> and Alder Ridge.
- Not receiving reports from civil service and senior center meetings.

**MAYOR’S REPORT**

- Vactor truck – she has asked staff to hold up on the purchase so Council could see 1<sup>st</sup> quarter numbers – the grant is good until June 30. Councilmembers who previously voted in the majority can bring this item back for reconsideration.
- Toured the Port of Tacoma with Mayor Pro Tem Taylor – impressive operation.
- Spaghetti Wars was hilarious – look for pictures on the Milton Police Foundation’s Facebook.
- Saturday morning, the Rangers and Earth Corps worked on storm damage clean up and blackberry removal on the Trail.
- Extends a special “thank you” to Richard Cosner and Mayor Pro Tem Taylor for all their help in many things, including selling Spaghetti Wars tickets; also to Albertson’s for their ongoing support.
- Finance Committee hasn’t met for a long time, so she and Director Tylor have decided to start it up again.

**ADJOURNMENT**

**COUNCILMEMBER WHALEN MOVED** to adjourn the meeting at 9:35 p.m. **The motion was voted on and passed 6/0.**

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

ATTEST:

\_\_\_\_\_  
Lisa Tylor, City Clerk

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

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

FINANCE DIRECTOR			DATE		
Claim Vouchers:			Payroll Disbursements:		
Date	Check #	Amount	Date	Check #	Amount
4/1/2013	53770-53772	98,479.30	4/20/2013	3547-3548	2,695.55
4/4/2013	53773	820.50	4/20/2013	ACH (Direct Deposit)	83,987.06
4/5/2013	53774-53779	56,850.41	4/20/2013	3549	419.99
4/16/2013	53780-53845	117,383.62	4/20/2013	ACH (Benefits)	54,956.85
4/30/2013	ACH	315,933.39	4/20/2013	VOID	<u>(1,705.04)</u>
5/2/2013	53849-53857	823.71			<b>140,354.41</b>
5/3/2013	53847, 53858-53898	<u>420,961.37</u>			
		<b>1,011,252.30</b>	5/5/2013	3550-3551	2,575.26
			5/5/2013	ACH (Direct Deposit)	88,166.77
Voids	53664, 53720, 53581, 53895	(2,851.76)	5/5/2013	3552-3556	3,152.62
Printer					
Error	53846, 53848		5/5/2013	ACH (Benefits)	<u>112,033.91</u>
					<b>205,928.56</b>
		<b>\$ 1,008,400.54</b>			<b>\$346,282.97</b>

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:

**\$1,354,683.51**

Dated: **May 13th, 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
53770	Dept. of Ecology	4/1/2013	406-37-553-311-49	2013-WAR045014	Storm/Annual Storwater Fee	\$ 935.67
	<b>Dept. of Ecology Total</b>					<b>\$ 935.67</b>
53771	East Pierce Fire & Rescue District #22	4/1/2013	002-00-522-100-41	41377	April/Fire Control Services Agreem	\$ 97,328.63
	<b>East Pierce Fire &amp; Rescue District #22 Total</b>					<b>\$ 97,328.63</b>
53772	Patrick Wetterlind	4/1/2013	406-38-553-350-49	32713	Storm/DOL endorsements	\$ 21.50
53772	Patrick Wetterlind	4/1/2013	101-00-542-900-49	32713	Street/DOL Endorsements	\$ 53.75
53772	Patrick Wetterlind	4/1/2013	403-34-534-500-49	132713	Water/DOL Endorsements	\$ 139.75
	<b>Patrick Wetterlind Total</b>					<b>\$ 215.00</b>
		<b>4/1/2013 Total</b>				<b>\$ 98,479.30</b>
53773	Noffke's Towing Service	4/4/2013	105-00-521-300-48	40313	DF/Repairs & Maint	\$ 820.50
	<b>Noffke's Towing Service Total</b>					<b>\$ 820.50</b>
		<b>4/4/2013 Total</b>				<b>\$ 820.50</b>
53774	Ductz	4/6/2013	401-32-533-501-33	4042013	Elec/Energy Conservation Incentive	\$ 21,100.00
	<b>Ductz Total</b>					<b>\$ 21,100.00</b>
53775	Fife City of	4/6/2013	001-58-558-600-41	142884	Bld/Prof Services - Planning-Fire Ar	\$ 342.00
53775	Fife City of	4/6/2013	001-58-558-600-41	142883	Bld/Prof Services - Planning	\$ 3,434.75
	<b>Fife City of Total</b>					<b>\$ 3,776.75</b>
53776	Gray & Osborne Inc	4/6/2013	001-00-386-100-00	12440.00-11	Prof Services Morning Side Booster	\$ 178.11
53776	Gray & Osborne Inc	4/6/2013	403-99-594-600-63	1248.00-9	Water/Prof Services Porter Way W	\$ 200.55
53776	Gray & Osborne Inc	4/6/2013	310-99-595-600-63	12479.00-10	CP/Prof Services Porter Way Presel	\$ 11,911.43
	<b>Gray &amp; Osborne Inc Total</b>					<b>\$ 12,290.09</b>
53777	Puyallup Heating	4/6/2013	401-32-533-501-33	4042013	Elec/Energy Conservation Incentive	\$ 3,800.00
	<b>Puyallup Heating Total</b>					<b>\$ 3,800.00</b>
53778	Skillings Connolly	4/6/2013	406-37-553-310-41	8216	Storm/Prof Services	\$ 15,814.65
	<b>Skillings Connolly Total</b>					<b>\$ 15,814.65</b>
53779	Systems For Public Safety	4/6/2013	001-21-521-200-48	21254	Pol/Prof Services	\$ 68.92
	<b>Systems For Public Safety Total</b>					<b>\$ 68.92</b>
		<b>4/6/2013 Total</b>				<b>\$ 56,850.41</b>
53780	A WorkSAFE Service	4/16/2013	406-38-553-350-41	174032	Storm/Prof Services	\$ 5.20
53780	A WorkSAFE Service	4/16/2013	403-34-534-500-41	174032	Water/Prof Services	\$ 20.80

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53780	A WorkSAFE Service	4/16/2013	101-00-542-900-41	174032	Streets/Prof Services	\$ 26.00
	<b>A WorkSAFE Service Total</b>					<b>\$ 52.00</b>
53781	Accountemps	4/16/2013	001-14-514-230-13	37667863	Fin/Temp Employee	\$ 87.53
53781	Accountemps	4/16/2013	001-14-514-230-13	37694720	Fin/Temp Employee	\$ 625.24
	<b>Accountemps Total</b>					<b>\$ 712.77</b>
53782	Advanced Traffic Products	4/16/2013	101-00-542-900-31	7461	Streets/Operating Supplies	\$ 50.82
	<b>Advanced Traffic Products Total</b>					<b>\$ 50.82</b>
53783	Allen Sandra	4/16/2013	001-12-512-500-41	2	Jury Trial Services 3/7/2013	\$ 300.00
	<b>Allen Sandra Total</b>					<b>\$ 300.00</b>
53784	AMB Tools and Equipment	4/16/2013	101-00-542-900-64	T295394	Streets/Portable Pressue Washer	\$ 870.07
53784	AMB Tools and Equipment	4/16/2013	403-34-534-500-64	T295394	Water/Portable Pressue Washer	\$ 870.08
53784	AMB Tools and Equipment	4/16/2013	406-38-553-350-64	T295394	Storm/Portable Pressue Washer	\$ 870.08
	<b>AMB Tools and Equipment Total</b>					<b>\$ 2,610.23</b>
53785	AMSAN	4/16/2013	001-18-518-300-31	283966497	Fac/Operating Supplies	\$ 613.01
	<b>AMSAN Total</b>					<b>\$ 613.01</b>
53786	Associated Petroleum Products	4/16/2013	403-34-534-550-31	0413764-IN	Water/Operating Supplies	\$ 87.23
	<b>Associated Petroleum Products Total</b>					<b>\$ 87.23</b>
53787	Association of Washington Cities	4/16/2013	001-13-513-102-49	1034-38554	Admin/LRI Registration	\$ 285.00
	<b>Association of Washington Cities Total</b>					<b>\$ 285.00</b>
53788	Battersby Pamela	4/16/2013	101-00-542-900-43	40313	Street/Travel Mileage	\$ 0.57
53788	Battersby Pamela	4/16/2013	001-32-532-100-43	40313	Eng/Travel Mileage	\$ 0.57
53788	Battersby Pamela	4/16/2013	406-38-553-350-43	40313	Storm/Travel Mileage	\$ 2.28
53788	Battersby Pamela	4/16/2013	401-32-533-500-43	40313	Elec/Travel Mileage	\$ 3.43
53788	Battersby Pamela	4/16/2013	403-34-534-500-43	40313	Water/Travel Mileage	\$ 4.56
53788	Battersby Pamela	4/16/2013	403-34-534-500-42	40313	Water/Postage	\$ 6.11
	<b>Battersby Pamela Total</b>					<b>\$ 17.52</b>
53789	Cascade Recreation	4/16/2013	001-76-576-600-31	5808	Parks/Operating Supplies	\$ 166.29
53789	Cascade Recreation	4/16/2013	001-76-576-600-64	5806	Parks/Basketball Hoop	\$ 1,985.62
	<b>Cascade Recreation Total</b>					<b>\$ 2,151.91</b>
53790	CASCADIA	4/16/2013	501-00-548-300-31	718258T	MP/Operating Supplies	\$ 1.58
53790	CASCADIA	4/16/2013	501-00-548-300-31	98680	MP/Elec-Repair and Maintenance	\$ 76.93
53790	CASCADIA	4/16/2013	501-00-548-300-31	98680	MP/Streets-Repair and Maintenance	\$ 128.22
53790	CASCADIA	4/16/2013	501-00-548-300-31	98680	MP/Storm-Repair and Maintenance	\$ 128.22
53790	CASCADIA	4/16/2013	501-00-548-300-31	98680	MP/Water-Repair and Maintenance	\$ 179.49
	<b>CASCADIA Total</b>					<b>\$ 514.44</b>
53791	Center Electric Inc.	4/16/2013	403-34-534-550-31	54617-000	Water/Operating Supplies	\$ 25.38
	<b>Center Electric Inc. Total</b>					<b>\$ 25.38</b>
53792	Chuckals	4/16/2013	001-21-521-200-31	C729922-0	Pol/Operating Supplies Credit	\$ (192.81)
53792	Chuckals	4/16/2013	101-00-542-903-49	734172-0	Streets/Business Cards Battersby	\$ 13.67

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53792	Chuckals	4/16/2013	401-32-533-503-49	734172-0	Elec/Business Cards Battersby	\$ 13.67
53792	Chuckals	4/16/2013	403-34-534-503-49	734172-0	Water/Business Cards Battersby	\$ 13.67
53792	Chuckals	4/16/2013	406-38-553-353-49	734172-0	Storm/Business Cards Battersby	\$ 13.68
53792	Chuckals	4/16/2013	401-32-533-500-31	735234-0	Elec/Operating Supplies	\$ 17.08
53792	Chuckals	4/16/2013	001-32-532-100-31	735377-0	Eng/Operating Supplies	\$ 20.02
53792	Chuckals	4/16/2013	401-31-533-100-31	735377-0	Elec/Operating Supplies	\$ 20.02
53792	Chuckals	4/16/2013	403-33-534-100-31	735377-0	Water/Operating Supplies	\$ 20.02
53792	Chuckals	4/16/2013	406-37-553-310-31	735377-0	Storm/Operating Supplies	\$ 20.03
53792	Chuckals	4/16/2013	406-38-553-350-31	735234-0	Storm/Operating Supplies	\$ 26.02
53792	Chuckals	4/16/2013	101-00-542-900-31	735234-0	Street/Operating Supplies	\$ 27.63
53792	Chuckals	4/16/2013	406-30-553-110-31	737973-0	Storm/Operating Supplies (paper)	\$ 31.50
53792	Chuckals	4/16/2013	001-58-558-603-49	734799-0	Pln/Business Cards - Larson	\$ 54.69
53792	Chuckals	4/16/2013	001-14-514-233-49	734799-0	Fin/Business Cards - Dabson	\$ 54.69
53792	Chuckals	4/16/2013	403-34-534-500-31	735234-0	Water/Operating Supplies	\$ 59.35
53792	Chuckals	4/16/2013	401-30-533-110-31	737973-0	Elec/Operating Supplies (paper)	\$ 94.49
53792	Chuckals	4/16/2013	403-30-534-110-31	737973-0	Water/Operating Supplies (paper)	\$ 94.49
53792	Chuckals	4/16/2013	001-19-518-900-31	737973-0	GF/Operating Supplies (paper)	\$ 94.50
53792	Chuckals	4/16/2013	001-21-521-200-31	729532-0	Pol/Operating Supplies	\$ 139.38
53792	Chuckals	4/16/2013	001-21-521-200-31	730061-0	Pol/Operating Supplies	\$ 139.38
53792	Chuckals	4/16/2013	001-21-521-200-31	729922-0	Pol/Operating Supplies	\$ 259.56
	<b>Chuckals Total</b>					<b>\$ 1,034.73</b>
53793	Code Publishing Company	4/16/2013	001-11-511-300-41	43115	CO/Code Update 3/27/13	\$ 150.56
53793	Code Publishing Company	4/16/2013	001-11-511-300-41	43083	CO/Code Update 032013	\$ 600.61
	<b>Code Publishing Company Total</b>					<b>\$ 751.17</b>
53794	Copier Maintenance Technology	4/16/2013	101-00-542-900-31	1141	Streets/Operating Supplies	\$ 22.45
53794	Copier Maintenance Technology	4/16/2013	406-38-553-350-31	1141	Storm/Operating Supplies	\$ 22.45
53794	Copier Maintenance Technology	4/16/2013	401-32-533-500-31	1141	Elec/Operating Supplies	\$ 52.38
53794	Copier Maintenance Technology	4/16/2013	403-34-534-500-31	1141	Water/Operating Supplies	\$ 52.38
53794	Copier Maintenance Technology	4/16/2013	101-00-542-900-64	49154	Streets/Printer	\$ 475.89
53794	Copier Maintenance Technology	4/16/2013	406-38-553-350-64	49154	Storm/Printer	\$ 475.89
53794	Copier Maintenance Technology	4/16/2013	401-32-533-500-64	49154	Elec/Printer	\$ 1,110.41
53794	Copier Maintenance Technology	4/16/2013	403-34-534-500-64	49154	Water/Printer	\$ 1,110.41
	<b>Copier Maintenance Technology Total</b>					<b>\$ 3,322.26</b>
53795	Data Bar Incorporated	4/16/2013	406-30-553-110-49	200235	Strm/Spring Cleanup 2013	\$ 88.83
53795	Data Bar Incorporated	4/16/2013	403-30-534-110-49	200235	Wtr/Spring Cleanup 2013	\$ 120.81
53795	Data Bar Incorporated	4/16/2013	401-30-533-110-49	200235	Elec/Spring Cleanup 2013	\$ 145.69
53795	Data Bar Incorporated	4/16/2013	406-30-553-110-49	200377	Storm/UB Past Dues	\$ 184.90
53795	Data Bar Incorporated	4/16/2013	403-30-534-110-49	200377	Wtr/UB Past Dues	\$ 251.47
53795	Data Bar Incorporated	4/16/2013	401-30-533-110-49	200377	Elec/UB Past Dues	\$ 303.24
53795	Data Bar Incorporated	4/16/2013	406-30-553-110-49	200416	Strm/UB Statements	\$ 867.10
53795	Data Bar Incorporated	4/16/2013	403-30-534-110-49	200416	Wtr/UB Statements	\$ 1,179.26
53795	Data Bar Incorporated	4/16/2013	401-30-533-110-49	200416	Elec/UB Statements	\$ 1,422.05
	<b>Data Bar Incorporated Total</b>					<b>\$ 4,563.35</b>
53796	Dept of Retirement Systems WA State	4/16/2013	001-17-517-381-46	981835	Emp Benefits/Old Age and Survivor	\$ 25.00
	<b>Dept of Retirement Systems WA State Total</b>					<b>\$ 25.00</b>
53797	EES CONSULTING	4/16/2013	401-31-533-100-41	15705	Elec/Prof Services	\$ 128.89
53797	EES CONSULTING	4/16/2013	401-31-533-100-41	15589	Elec/Prof Services	\$ 300.98
53797	EES CONSULTING	4/16/2013	401-31-533-100-41	15627	Elec/Prof Services	\$ 358.10
	<b>EES CONSULTING Total</b>					<b>\$ 787.97</b>
53798	Fastenal Company	4/16/2013	501-00-548-300-31	WAFED119048	MP/Operating Supplies	\$ 37.32
	<b>Fastenal Company Total</b>					<b>\$ 37.32</b>

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53799	Fife City of	4/16/2013	001-21-521-200-42	142904	Pol/Monthly Alarm Monitoring	\$ 19.95
53799	Fife City of	4/16/2013	001-21-528-600-51	142909	Pol/Monthly Dispatch Services	\$ 9,583.33
	<b>Fife City of Total</b>					<b>\$ 9,603.28</b>
53800	Fife Sand & Gravel	4/16/2013	403-34-534-500-47	24459	Water/Utilities	\$ 263.33
53800	Fife Sand & Gravel	4/16/2013	403-34-534-500-47	24521	Water/Utilities	\$ 484.58
	<b>Fife Sand &amp; Gravel Total</b>					<b>\$ 747.91</b>
53801	Gauthier Karen	4/16/2013	650-00-218-010-00	40113	Key Deposit Refund #357283 Renta	\$ 50.00
53801	Gauthier Karen	4/16/2013	650-00-218-010-00	40113	Building Deposit Refund #357283 I	\$ 200.00
	<b>Gauthier Karen Total</b>					<b>\$ 250.00</b>
53802	Girello Jeanine	4/16/2013	650-00-218-010-00	41513	Key Deposit Refund #358320 Renta	\$ 50.00
53802	Girello Jeanine	4/16/2013	650-00-218-010-00	41513	Building Deposit Refund #358320 R	\$ 200.00
	<b>Girello Jeanine Total</b>					<b>\$ 250.00</b>
53803	Grainger Inc	4/16/2013	403-34-534-550-31	9087880887	Water/Operating Supplies	\$ 133.04
	<b>Grainger Inc Total</b>					<b>\$ 133.04</b>
53804	HD Supply Power Solutions	4/16/2013	401-32-533-500-31	2215321-01	Elec/Operating Supplies	\$ 19.30
53804	HD Supply Power Solutions	4/16/2013	401-32-533-500-31	2209476-00	Elec/Operating Supplies	\$ 509.37
53804	HD Supply Power Solutions	4/16/2013	401-32-533-500-31	2226293-00	Elec/Operating Supplies	\$ 934.91
	<b>HD Supply Power Solutions Total</b>					<b>\$ 1,463.58</b>
53805	Hertz Equipment Rental Corp	4/16/2013	101-00-542-900-45	26762287-001	Streets/Lease	\$ 160.82
53805	Hertz Equipment Rental Corp	4/16/2013	001-76-576-600-45	26743924-001	Parks/Lease	\$ 311.61
	<b>Hertz Equipment Rental Corp Total</b>					<b>\$ 472.43</b>
53806	HJ Arnett Industries	4/16/2013	401-32-533-500-48	INV28403	Elec/Repair and Maintenance	\$ 187.80
53806	HJ Arnett Industries	4/16/2013	401-32-533-500-31	INV28187	Elec/Operating Supplies	\$ 601.12
	<b>HJ Arnett Industries Total</b>					<b>\$ 788.92</b>
53807	Honey Bucket	4/16/2013	001-76-576-600-45	1-633479	Parks/Monthly Rental 3/21 - 4/20	\$ 171.33
	<b>Honey Bucket Total</b>					<b>\$ 171.33</b>
53808	INV-Long Pest Control Inc.	4/16/2013	001-18-518-300-48	01-0179156	Fac/Repairs and Maintenance	\$ 152.07
	<b>INV-Long Pest Control Inc. Total</b>					<b>\$ 152.07</b>
53809	KIMBALL MIDWEST	4/16/2013	501-00-548-300-31	2826203	MP/Operating Supplies	\$ 19.67
	<b>KIMBALL MIDWEST Total</b>					<b>\$ 19.67</b>
53810	King County Finance	4/16/2013	001-19-539-900-53	41113	GF/Conservation District Fees	\$ 33.04
53810	King County Finance	4/16/2013	001-19-539-600-53	41113	GF/Noxious Weed Fees	\$ 37.20
53810	King County Finance	4/16/2013	001-19-539-500-53	41113	GF/Storm Mgmt Fees	\$ 2,001.39
	<b>King County Finance Total</b>					<b>\$ 2,071.63</b>
53811	KPG	4/16/2013	401-31-533-100-41	23313	Elec/Prof Services	\$ 3,804.69
	<b>KPG Total</b>					<b>\$ 3,804.69</b>

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53812	Larson Chris	4/16/2013	001-58-558-600-43	41313	Pln/Travel	\$ 27.11
	<b>Larson Chris Total</b>					<b>\$ 27.11</b>
53813	Lloyd Enterprises	4/16/2013	403-34-534-500-47	168000	Water/Disposal Fee	\$ 53.50
53813	Lloyd Enterprises	4/16/2013	403-34-534-500-31	168205	Water/Operating Supplies	\$ 240.80
53813	Lloyd Enterprises	4/16/2013	403-34-534-500-31	167894	Water/Operating Supplies	\$ 269.93
53813	Lloyd Enterprises	4/16/2013	403-34-534-500-31	168424	Water/Operating Supplies	\$ 286.21
53813	Lloyd Enterprises	4/16/2013	403-34-534-500-31	168305	Water/Operating Supplies	\$ 493.44
	<b>Lloyd Enterprises Total</b>					<b>\$ 1,343.88</b>
53814	Marsh Mundorf Pratt Sullivan & McKe	4/16/2013	401-31-533-100-41	3	Elec/Prof Services	\$ 131.89
53814	Marsh Mundorf Pratt Sullivan & McKe	4/16/2013	401-31-533-100-41	2	Elec/Prof Services	\$ 525.06
	<b>Marsh Mundorf Pratt Sullivan &amp; McKenzie Total</b>					<b>\$ 656.95</b>
53815	McCain	4/16/2013	101-00-542-900-31	INV0161472	Streets/Operating Supplies	\$ 3,850.88
	<b>McCain Total</b>					<b>\$ 3,850.88</b>
53816	Microflex	4/16/2013	001-14-514-230-41	21221	Fin/Tax Audit Program	\$ 10.08
	<b>Microflex Total</b>					<b>\$ 10.08</b>
53817	Miles Resources	4/16/2013	101-00-542-900-31	225298	Streets/Operating Supplies	\$ 138.85
53817	Miles Resources	4/16/2013	403-34-534-500-31	225198	Water/Operating Supplies	\$ 161.30
	<b>Miles Resources Total</b>					<b>\$ 300.15</b>
53818	Milton Petty Cash Lisa Tylor	4/16/2013	001-11-511-600-31	41013	CO/Cookies for Council Retreat	\$ 12.00
53818	Milton Petty Cash Lisa Tylor	4/16/2013	001-76-576-600-49	41013	Parks/License trailer #17	\$ 14.75
53818	Milton Petty Cash Lisa Tylor	4/16/2013	001-21-521-200-31	41013	Pol/Operating Supplies (phone cha	\$ 32.80
53818	Milton Petty Cash Lisa Tylor	4/16/2013	001-58-558-600-49	41013	Pln/License #10	\$ 47.25
	<b>Milton Petty Cash Lisa Tylor Total</b>					<b>\$ 106.80</b>
53819	Morgan Sound	4/16/2013	001-18-518-300-48	MSI72740	Fac/Repair and Maintenance	\$ 1,350.93
	<b>Morgan Sound Total</b>					<b>\$ 1,350.93</b>
53820	NEOGOV	4/16/2013	406-30-553-110-36	2712474	Storm/Performance Eval Software	\$ 96.49
53820	NEOGOV	4/16/2013	401-30-533-110-36	2712474	Elec/Performance Eval Software	\$ 220.55
53820	NEOGOV	4/16/2013	403-30-534-110-36	2712474	Water/Performance Eval Software	\$ 234.34
53820	NEOGOV	4/16/2013	001-19-518-900-36	2712474	GF/Performance Eval Software	\$ 827.06
	<b>NEOGOV Total</b>					<b>\$ 1,378.44</b>
53821	PC Clerks' & Finance Officer Assoc.	4/16/2013	001-14-514-231-49	31413	Fin/Annual Dues	\$ 20.00
	<b>PC Clerks' &amp; Finance Officer Assoc. Total</b>					<b>\$ 20.00</b>
53822	Pierce County Budget & Finance	4/16/2013	001-19-539-500-53	20913	GF/Storm Management Fees	\$ 169.10
53822	Pierce County Budget & Finance	4/16/2013	001-19-539-600-53	20913	GF/Noxious Weed Fees	\$ 220.67
53822	Pierce County Budget & Finance	4/16/2013	001-19-539-900-53	20913	GF/Conservation District Fees	\$ 245.96
53823	Pierce County Budget & Finance	4/16/2013	001-00-231-500-52	41113	Milton Court Remittance - March	\$ 184.15
	<b>Pierce County Budget &amp; Finance Total</b>					<b>\$ 819.88</b>
53824	Pierce County Community Newspaper	4/16/2013	001-13-513-100-49	3514	Admin/Ordinance Publication 1820	\$ 20.00
53824	Pierce County Community Newspaper	4/16/2013	001-13-513-100-49	3571	Admin/Printing	\$ 600.00
	<b>Pierce County Community Newspaper Group Total</b>					<b>\$ 620.00</b>

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53825	Pollardwater.com-East	4/16/2013	403-34-534-500-31	I349262-IN	Water/Operating Supplies	\$ 67.85
53825	Pollardwater.com-East	4/16/2013	403-34-534-500-31	I349393-IN	Water/Operating Supplies	\$ 559.28
	<b>Pollardwater.com-East Total</b>					<b>\$ 627.13</b>
53826	Preferred Copier Systems	4/16/2013	001-18-518-300-48	8753	Fac/Copier Maintenance March 20	\$ 1.66
53826	Preferred Copier Systems	4/16/2013	401-30-533-110-48	8753	Elect/Copier Maintenance March 2	\$ 2.33
53826	Preferred Copier Systems	4/16/2013	403-30-534-110-48	8753	Wtr/Copier Maintenance March 20	\$ 2.65
53826	Preferred Copier Systems	4/16/2013	001-32-532-100-48	8753	Eng/Copier Maintenance March 20	\$ 4.97
53826	Preferred Copier Systems	4/16/2013	101-00-542-900-48	8753	Street/Copier Maintenance March	\$ 4.98
53826	Preferred Copier Systems	4/16/2013	001-18-518-300-48	10003	Fac/Copier Maintenance April 2013	\$ 6.58
53826	Preferred Copier Systems	4/16/2013	403-33-534-100-48	8753	Wtr/Copier Maintenance March 20	\$ 7.47
53826	Preferred Copier Systems	4/16/2013	401-31-533-100-48	8753	Elect/Copier Maintenance March 2	\$ 7.47
53826	Preferred Copier Systems	4/16/2013	401-30-533-110-48	10003	Elect/Copier Maintenance April 20	\$ 9.20
53826	Preferred Copier Systems	4/16/2013	406-30-553-110-48	9026	Storm/Copier Maintenance March	\$ 9.38
53826	Preferred Copier Systems	4/16/2013	403-30-534-100-48	10003	Wtr/Copier Maintenance April 201	\$ 10.52
53826	Preferred Copier Systems	4/16/2013	001-13-513-100-48	8753	Admin/Copier Maintenance March	\$ 11.61
53826	Preferred Copier Systems	4/16/2013	001-58-558-600-48	8753	Plng/Copier Maintenance March 20	\$ 16.59
53826	Preferred Copier Systems	4/16/2013	001-24-558-500-48	8753	Bld/Copier Maintenance March 20	\$ 18.25
53826	Preferred Copier Systems	4/16/2013	101-00-542-900-48	10003	Street/Copier Maintenance April 20	\$ 19.73
53826	Preferred Copier Systems	4/16/2013	001-32-532-100-48	10003	Eng/Copier Maintenance April 201	\$ 19.73
53826	Preferred Copier Systems	4/16/2013	406-37-553-310-48	8753	Storm/Copier Maintenance March	\$ 21.57
53826	Preferred Copier Systems	4/16/2013	001-21-521-200-48	8380	PD/Copier Maintenance March 201	\$ 21.93
53826	Preferred Copier Systems	4/16/2013	403-30-534-110-48	9026	Wtr/Copier Maintenance March 20	\$ 22.18
53826	Preferred Copier Systems	4/16/2013	401-30-533-110-48	9026	Elect/Copier Maintenance March 2	\$ 26.44
53826	Preferred Copier Systems	4/16/2013	001-19-518-900-48	9026	GF/Copier Maintenance March 201	\$ 27.30
53826	Preferred Copier Systems	4/16/2013	403-33-534-100-48	10003	Wtr/Copier Maintenance April 201	\$ 29.59
53826	Preferred Copier Systems	4/16/2013	401-31-533-100-48	10003	Elect/Copier Maintenance April 20	\$ 29.59
53826	Preferred Copier Systems	4/16/2013	406-30-553-110-48	10325	Storm/Copier Maintenance April 20	\$ 42.82
53826	Preferred Copier Systems	4/16/2013	001-13-513-100-48	10003	Admin/Copier Maintenance April 2	\$ 46.03
53826	Preferred Copier Systems	4/16/2013	001-58-558-600-48	10003	Plng/Copier Maintenance April 201	\$ 65.75
53826	Preferred Copier Systems	4/16/2013	001-24-558-500-48	10003	Bld/Copier Maintenance April 201	\$ 72.33
53826	Preferred Copier Systems	4/16/2013	406-37-553-310-48	10003	Storm/Copier Maintenance April 20	\$ 85.49
53826	Preferred Copier Systems	4/16/2013	403-30-534-110-48	10325	Wtr/Copier Maintenance April 201	\$ 101.22
53826	Preferred Copier Systems	4/16/2013	401-30-533-110-48	10325	Elect/Copier Maintenance April 20	\$ 120.68
53826	Preferred Copier Systems	4/16/2013	001-19-518-900-48	10325	GF/Copier Maintenance April 2013	\$ 124.58
53826	Preferred Copier Systems	4/16/2013	001-21-521-200-48	9665	PD/Copier Maintenance April 2013	\$ 131.25
	<b>Preferred Copier Systems Total</b>					<b>\$ 1,121.87</b>
53827	Puyallup City of	4/16/2013	001-12-512-500-51	AR109405	Ct/Feb Probation	\$ 84.00
	<b>Puyallup City of Total</b>					<b>\$ 84.00</b>
53828	Raceway Technology & Mfg. Inc.	4/16/2013	403-34-534-500-31	71629	Water/Operating Supplies	\$ 459.90
	<b>Raceway Technology &amp; Mfg. Inc. Total</b>					<b>\$ 459.90</b>
53829	Randles Sand & Gravel Inc	4/16/2013	401-32-533-500-31	356535	Elec/Operating Supplies	\$ 582.65
53829	Randles Sand & Gravel Inc	4/16/2013	403-34-534-500-31	356535	Water/Operating Supplies	\$ 582.65
	<b>Randles Sand &amp; Gravel Inc Total</b>					<b>\$ 1,165.30</b>
53830	Schelbert Molly	4/16/2013	650-00-218-010-00	40313	Key Deposit Refund #360914 Renta	\$ 50.00
53830	Schelbert Molly	4/16/2013	650-00-218-010-00	40313	Building Deposit Refund #360914 R	\$ 200.00
	<b>Schelbert Molly Total</b>					<b>\$ 250.00</b>
53831	Sensus Metering System	4/16/2013	401-32-533-500-31	ZZ13012129	Elec/Operating Supplies (Flexnet M	\$ 24,600.00
	<b>Sensus Metering System Total</b>					<b>\$ 24,600.00</b>
53832	Shred-it Western Washington	4/16/2013	001-14-514-230-41	101336620	Fin/Prof Serv	\$ 17.33

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53832	Shred-it Western Washington	4/16/2013	001-21-521-200-41	101336620	Pol/Prof Serv	\$ 32.17
	<b>Shred-it Western Washington Total</b>					<b>\$ 49.50</b>
53833	Sitecrafting	4/16/2013	001-19-518-800-41	17994	GF/Domain Hosting & Maintenance	\$ 300.00
	<b>Sitecrafting Total</b>					<b>\$ 300.00</b>
53834	Skillings Connolly	4/16/2013	406-37-553-310-41	8257	Storm/Prof Services Stormwater Pe	\$ 24,376.52
	<b>Skillings Connolly Total</b>					<b>\$ 24,376.52</b>
53835	SONSRAY MACHINERY LLC	4/16/2013	501-00-548-300-31	E98232	MP/Elec - Operating Supplies	\$ 27.00
53835	SONSRAY MACHINERY LLC	4/16/2013	501-00-548-300-31	E98232	MP/Streets - Operating Supplies	\$ 27.01
53835	SONSRAY MACHINERY LLC	4/16/2013	501-00-548-300-31	E98232	MP/Storm - Operating Supplies	\$ 27.01
53835	SONSRAY MACHINERY LLC	4/16/2013	501-00-548-300-31	E98232	MP/Water-Operating Supplies	\$ 54.02
53835	SONSRAY MACHINERY LLC	4/16/2013	501-00-548-300-31	E98101	MP/Street - Operating Supplies	\$ 55.14
53835	SONSRAY MACHINERY LLC	4/16/2013	501-00-548-300-31	E98101	MP/Storm - Operating Supplies	\$ 55.14
53835	SONSRAY MACHINERY LLC	4/16/2013	501-00-548-300-31	E98101	MP/Elec - Operating Supplies	\$ 55.15
53835	SONSRAY MACHINERY LLC	4/16/2013	501-00-548-300-31	E98101	MP/Water - Operating Supplies	\$ 110.28
	<b>SONSRAY MACHINERY LLC Total</b>					<b>\$ 410.75</b>
53836	State Treasurer Washington	4/16/2013	001-00-231-500-52	41113	Milton Court Remittance - March	\$ 11,164.41
	<b>State Treasurer Washington Total</b>					<b>\$ 11,164.41</b>
53837	Systems For Public Safety	4/16/2013	001-21-521-200-48	20998	Pol/Repair and Maintenance (Dedu	\$ 1,000.00
	<b>Systems For Public Safety Total</b>					<b>\$ 1,000.00</b>
53838	Unifirst Corporation	4/16/2013	401-32-533-500-22	3300878268	Elec/Uniforms	\$ 6.36
53838	Unifirst Corporation	4/16/2013	401-32-533-500-22	3300883926	Elec/Uniforms	\$ 6.79
53838	Unifirst Corporation	4/16/2013	401-32-533-500-22	3300880140	Elec/Uniforms	\$ 6.79
53838	Unifirst Corporation	4/16/2013	401-32-533-500-22	3300882042	Elec/Uniforms	\$ 6.91
53838	Unifirst Corporation	4/16/2013	001-18-518-300-22	3300878268	Fac/Uniforms	\$ 9.11
53838	Unifirst Corporation	4/16/2013	001-18-518-300-22	3300883926	Fac/Uniforms	\$ 9.71
53838	Unifirst Corporation	4/16/2013	001-18-518-300-22	3300880140	Fac/Uniforms	\$ 9.71
53838	Unifirst Corporation	4/16/2013	001-18-518-300-22	3300882042	Fac/Uniforms	\$ 9.89
53838	Unifirst Corporation	4/16/2013	403-34-534-500-22	3300880246	Water/Uniforms	\$ 10.81
53838	Unifirst Corporation	4/16/2013	403-34-534-500-22	3300878376	Water/Uniforms	\$ 10.81
53838	Unifirst Corporation	4/16/2013	403-34-534-500-22	3300882151	Water/Uniforms	\$ 11.08
53838	Unifirst Corporation	4/16/2013	406-38-553-350-22	3300878268	Storm/Uniforms	\$ 14.85
53838	Unifirst Corporation	4/16/2013	406-38-553-350-22	3300883926	Storm/Uniforms	\$ 15.82
53838	Unifirst Corporation	4/16/2013	406-38-553-350-22	3300880140	Storm/Uniforms	\$ 15.82
53838	Unifirst Corporation	4/16/2013	406-38-553-350-22	3300882042	Storm/Uniforms	\$ 16.10
53838	Unifirst Corporation	4/16/2013	001-76-576-600-22	3300878268	Parks/Uniforms	\$ 20.56
53838	Unifirst Corporation	4/16/2013	501-00-548-300-22	3300878268	MP/Uniforms	\$ 21.21
53838	Unifirst Corporation	4/16/2013	001-76-576-600-22	3300883926	Parks/Uniforms	\$ 21.92
53838	Unifirst Corporation	4/16/2013	001-76-576-600-22	3300880140	Parks/Uniforms	\$ 21.92
53838	Unifirst Corporation	4/16/2013	001-76-576-600-22	3300882042	Parks/Uniforms	\$ 22.31
53838	Unifirst Corporation	4/16/2013	501-00-548-300-22	3300883926	MP/Uniforms	\$ 22.60
53838	Unifirst Corporation	4/16/2013	501-00-548-300-22	3300880140	MP/Uniforms	\$ 22.60
53838	Unifirst Corporation	4/16/2013	501-00-548-300-22	3300882042	MP/Uniforms	\$ 23.00
53838	Unifirst Corporation	4/16/2013	403-34-534-500-22	3300884037	Water/Uniforms	\$ 23.93
53838	Unifirst Corporation	4/16/2013	101-00-542-900-22	3300878268	Streets/Uniforms	\$ 38.18
53838	Unifirst Corporation	4/16/2013	101-00-542-900-22	3300883926	Streets/Uniforms	\$ 40.66
53838	Unifirst Corporation	4/16/2013	101-00-542-900-22	3300880140	Streets/Uniforms	\$ 40.66
53838	Unifirst Corporation	4/16/2013	101-00-542-900-22	3300882042	Streets/Uniforms	\$ 41.38
53838	Unifirst Corporation	4/16/2013	403-34-534-500-22	3300878268	Water/Uniforms	\$ 80.60
53838	Unifirst Corporation	4/16/2013	403-34-534-500-22	3300883926	Water/Uniforms	\$ 85.84
53838	Unifirst Corporation	4/16/2013	403-34-534-500-22	3300880140	Water/Uniforms	\$ 85.84
53838	Unifirst Corporation	4/16/2013	403-34-534-500-22	3300882042	Water/Uniforms	\$ 87.36

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53838	Unifirst Corporation	4/16/2013	401-32-533-500-22	3300880246	Elec/Uniforms	\$ 118.96
53838	Unifirst Corporation	4/16/2013	401-32-533-500-22	3300878376	Elec/Uniforms	\$ 118.96
53838	Unifirst Corporation	4/16/2013	401-32-533-500-22	3300882151	Elec/Uniforms	\$ 121.97
53838	Unifirst Corporation	4/16/2013	401-32-533-500-22	3300884037	Elec/Uniforms	\$ 263.21
	<b>Unifirst Corporation Total</b>					<b>\$ 1,484.23</b>
53839	Univar USA Inc	4/16/2013	403-34-534-550-31	KT198034	Water/Operating Supplies	\$ 556.86
	<b>Univar USA Inc Total</b>					<b>\$ 556.86</b>
53840	Unum Life Insurance	4/16/2013	001-17-517-381-46	31813	Emp Benefit Program/Leoff Prem	\$ 97.70
	<b>Unum Life Insurance Total</b>					<b>\$ 97.70</b>
53841	US Bank N.A. Custody	4/16/2013	001-14-514-230-49	40113	Fin/Safekeeping Fees March 2013	\$ 40.00
	<b>US Bank N.A. Custody Total</b>					<b>\$ 40.00</b>
53842	Utilities Underground Loc Cent	4/16/2013	401-32-533-500-49	3030153	Elec/Monthly Locates March	\$ 28.80
53842	Utilities Underground Loc Cent	4/16/2013	403-34-534-500-49	3030153	Water/Monthly Locates March	\$ 28.81
	<b>Utilities Underground Loc Cent Total</b>					<b>\$ 57.61</b>
53843	Washington Tractor	4/16/2013	501-00-548-300-31	144472	MP/Parks-Operating Supplies	\$ 10.69
53843	Washington Tractor	4/16/2013	501-00-548-300-31	144472	MP/Water-Operating Supplies	\$ 10.69
53843	Washington Tractor	4/16/2013	501-00-548-300-31	144472	MP/Streets-Operating Supplies	\$ 10.68
53843	Washington Tractor	4/16/2013	501-00-548-300-31	9839	MP/Streets-Operating Supplies	\$ 395.15
53843	Washington Tractor	4/16/2013	501-00-548-300-31	9839	MP/Elec-Operating Supplies	\$ 43.90
	<b>Washington Tractor Total</b>					<b>\$ 471.11</b>
53844	Water Management Laborer	4/16/2013	403-34-534-550-41	119638	Water/Water Testing	\$ 250.00
53844	Water Management Laborer	4/16/2013	403-34-534-550-41	119433	Water/Water Testing	\$ 152.00
53844	Water Management Laborer	4/16/2013	403-34-534-550-41	119718	Water/Water Testing	\$ 82.00
	<b>Water Management Laborer Total</b>					<b>\$ 484.00</b>
53845	Zumar	4/16/2013	101-00-542-900-31	161383	Streets/Operating Supplies	\$ 226.97
	<b>Zumar Total</b>					<b>\$ 226.97</b>
			<b>4/16/2013 Total</b>			<b>\$ 117,383.62</b>
0	Allen Sandra	4/30/2013	001-12-512-500-41	41377	Ct/Prof Services - Judge	\$ 4,000.00
	<b>Allen Sandra Total</b>					<b>\$ 4,000.00</b>
0	Bonneville PowerAdministration	4/30/2013	401-32-533-500-33	0313 TRN01	Elect/Transmission Bill	\$ 34,695.00
0	Bonneville PowerAdministration	4/30/2013	401-32-533-500-33	0313 PWR01	Elect/Power Bill	\$ 184,092.00
	<b>Bonneville Total</b>					<b>\$ 218,787.00</b>
0	CIT Technology Fin. Serv.	4/30/2013	001-32-532-100-45	23035800	Eng/Copy Machine Lease	\$ 4.04
0	CIT Technology Fin. Serv.	4/30/2013	101-00-542-900-45	23035800	Street/Copy Machine Lease	\$ 4.10
0	CIT Technology Fin. Serv.	4/30/2013	406-30-553-110-45	23074735	Storm/Copy Machine Lease	\$ 27.11
0	CIT Technology Fin. Serv.	4/30/2013	401-31-533-100-45	23035800	Elec/Copy Machine Lease	\$ 28.47
0	CIT Technology Fin. Serv.	4/30/2013	403-30-534-110-45	23074735	Wat/Copy Machine Lease	\$ 37.96
0	CIT Technology Fin. Serv.	4/30/2013	001-24-558-500-45	23035800	Build/Copy Machine Lease	\$ 40.67
0	CIT Technology Fin. Serv.	4/30/2013	001-58-558-600-45	23035800	Plan/Copy Machine Lease	\$ 40.67
0	CIT Technology Fin. Serv.	4/30/2013	406-37-553-310-45	23035800	Storm/Copy Machine Lease	\$ 42.71
0	CIT Technology Fin. Serv.	4/30/2013	403-33-534-100-45	23035800	Water/Copy Machine Lease	\$ 42.71
0	CIT Technology Fin. Serv.	4/30/2013	401-30-533-110-45	23074735	Elec/Copy Machine Lease	\$ 43.39

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	CIT Technology Fin. Serv.	4/30/2013	406-30-553-110-45	23074735	Storm/Copy Machine Lease	\$ 61.53
0	CIT Technology Fin. Serv.	4/30/2013	001-19-518-900-45	23074735	GF/Copy Machine Lease	\$ 72.30
0	CIT Technology Fin. Serv.	4/30/2013	001-13-513-100-45	23035800	Admin/Copy Machine Lease	\$ 81.33
0	CIT Technology Fin. Serv.	4/30/2013	403-30-534-110-45	23074735	Wat/Copy Machine Lease	\$ 86.15
0	CIT Technology Fin. Serv.	4/30/2013	401-30-533-110-45	23074735	Elec/Copy Machine Lease	\$ 98.45
0	CIT Technology Fin. Serv.	4/30/2013	001-21-521-200-45	23035801	PD/Copy Machine Lease	\$ 158.79
0	CIT Technology Fin. Serv.	4/30/2013	001-19-518-900-45	23074735	GF/Copy Machine Lease	\$ 164.09
	<b>CIT Total</b>					<b>\$ 1,034.47</b>
0	Comcast	4/30/2013	001-32-532-100-42	24735133	Eng/Monthly Trunk Lines	\$ 3.81
0	Comcast	4/30/2013	001-32-532-100-42	30713	Eng/Internet/Phone Service	\$ 4.04
0	Comcast	4/30/2013	001-18-518-300-42	24735133	Fac/Monthly Trunk Lines	\$ 4.33
0	Comcast	4/30/2013	001-18-518-300-42	30713	Fac/Internet/Phone Service	\$ 4.59
0	Comcast	4/30/2013	001-13-513-100-42	24735133	Admin/Monthly Trunk Lines	\$ 7.61
0	Comcast	4/30/2013	001-13-513-100-42	30713	Admin/Internet/Phone Service	\$ 8.08
0	Comcast	4/30/2013	001-76-576-600-42	24735133	Parks/Monthly Trunk Lines	\$ 10.51
0	Comcast	4/30/2013	403-34-534-550-42	24735133	Water/Monthly Trunk Lines	\$ 10.86
0	Comcast	4/30/2013	501-00-548-300-42	24735133	MP/Monthly Trunk Lines	\$ 10.86
0	Comcast	4/30/2013	001-76-576-600-42	30713	Parks/Internet/Phone Service	\$ 11.15
0	Comcast	4/30/2013	403-34-534-550-42	30713	Water/Internet/Phone Service	\$ 11.52
0	Comcast	4/30/2013	501-00-548-300-42	30713	MP/Internet/Phone Service	\$ 11.53
0	Comcast	4/30/2013	001-24-558-500-42	24735133	Bld/Monthly Trunk Lines	\$ 11.94
0	Comcast	4/30/2013	001-24-558-500-42	30713	Bld/Internet/Phone Service	\$ 12.68
0	Comcast	4/30/2013	001-14-514-230-42	24735133	Fin/Monthly Trunk Lines	\$ 16.70
0	Comcast	4/30/2013	001-14-514-230-42	30713	Fin/Internet/Phone Service	\$ 17.72
0	Comcast	4/30/2013	101-00-542-900-42	24735133	Streets/Monthly Trunk Lines	\$ 23.32
0	Comcast	4/30/2013	101-00-542-900-42	30713	Streets/Internet/Phone Service	\$ 24.74
0	Comcast	4/30/2013	406-38-553-350-42	24735133	Storm/Monthly Trunk Lines	\$ 33.45
0	Comcast	4/30/2013	406-38-553-350-42	30713	Storm/Internet/Phone Service	\$ 35.49
0	Comcast	4/30/2013	403-34-534-500-42	24735133	Water/Monthly Trunk Lines	\$ 65.41
0	Comcast	4/30/2013	403-34-534-500-42	30713	Water/Internet/Phone Service	\$ 69.42
0	Comcast	4/30/2013	401-32-533-500-42	24735133	Elec/Monthly Trunk Lines	\$ 81.95
0	Comcast	4/30/2013	401-32-533-500-42	30713	Elec/Internet/Phone Service	\$ 86.96
0	Comcast	4/30/2013	001-21-521-200-42	24735133	PD/Monthly Trunk Lines	\$ 151.91
0	Comcast	4/30/2013	001-21-521-200-42	30713	PD/Internet/Phone Service	\$ 161.19
	<b>Comcat Total</b>					<b>\$ 891.77</b>
0	Dept of L&I WA State	4/30/2013	001-00-231-500-11	Q1 042613	Quarterly L&I	\$ 29,575.37
	<b>Dept of L&amp;I WA State Total</b>					<b>\$ 29,575.37</b>
0	Dept of Revenue WA State	4/30/2013	406-37-553-310-53	41613	Storm/Excise Tax	\$ 1,197.78
0	Dept of Revenue WA State	4/30/2013	403-33-534-100-53	41613	Water/Excise Tax	\$ 8,051.16
0	Dept of Revenue WA State	4/30/2013	401-31-533-100-53	41613	Elec/Excise Tax	\$ 16,469.71
	<b>Dept of Revenue WA State Total</b>					<b>\$ 25,718.65</b>
0	Discovery Benefits	4/30/2013	001-17-517-310-49	370736	Employee Benefits Program/FSA	\$ 15.60
	<b>Discovery Total</b>					<b>\$ 15.60</b>
0	Herron Dana	4/30/2013	001-24-558-500-49	41613	Bld/Travel - Parking Fee Minutema	\$ 24.00
	<b>Herron Dana Total</b>					<b>\$ 24.00</b>
0	Milton - C/O RLI City of	4/30/2013	001-18-518-300-47	32013	Fac/Utilities	\$ 47.43
0	Milton - C/O RLI City of	4/30/2013	001-24-558-500-47	32013	Bldg/Utilities	\$ 63.00
0	Milton - C/O RLI City of	4/30/2013	001-58-558-600-47	32013	Pln/Utilities	\$ 63.00
0	Milton - C/O RLI City of	4/30/2013	406-38-553-350-47	32013	Storm/Utilities	\$ 217.00
0	Milton - C/O RLI City of	4/30/2013	001-19-518-900-47	32013	GF/Utilities	\$ 253.90
0	Milton - C/O RLI City of	4/30/2013	001-21-521-200-47	32013	PD/Utilities	\$ 279.11

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	Milton - C/O RLI City of	4/30/2013	001-73-569-500-47	32013	AC/Utilities	\$ 560.83
0	Milton - C/O RLI City of	4/30/2013	001-76-576-600-47	32013	Prks/Utilities	\$ 1,171.42
0	Milton - C/O RLI City of	4/30/2013	401-32-533-500-47	32013	Elect/Utilities	\$ 1,353.02
0	Milton - C/O RLI City of	4/30/2013	101-00-542-900-47	32013	Signals & Street Lights/Utilit	\$ 2,222.48
0	Milton - C/O RLI City of	4/30/2013	403-34-534-550-47	32013	Wtr/Utilities	\$ 4,391.11
	<b>Milton - C/O RLI City of Total</b>					<b>\$ 10,622.30</b>
0	Neal Letticia	4/30/2013	001-32-532-100-43	32313	Eng/Travel - APWA Conference Mil	\$ 14.24
0	Neal Letticia	4/30/2013	101-00-542-900-43	32313	Streets/Travel - APWA Conference	\$ 14.24
0	Neal Letticia	4/30/2013	406-37-553-310-43	32313	Storm/Travel - APWA Conference	\$ 28.48
0	Neal Letticia	4/30/2013	401-31-533-100-43	32313	Elec/Travel - APWA Conference Mi	\$ 42.71
0	Neal Letticia	4/30/2013	403-33-534-100-43	32313	Water/Travel - APWA Conference	\$ 42.71
	<b>Neal Letticia Total</b>					<b>\$ 142.38</b>
0	Ogden Murphy Wallace	4/30/2013	310-04-595-202-63	704805	Legal/Prof Services Jovita Condemr	\$ 414.00
0	Ogden Murphy Wallace	4/30/2013	001-15-515-200-41	704805	Legal/Prof Services Routine	\$ 916.29
0	Ogden Murphy Wallace	4/30/2013	001-15-515-200-41	704796	Legal/Prof Services Routine	\$ 3,426.15
	<b>Ogden Murphy Wallace Total</b>					<b>\$ 4,756.44</b>
0	Pierce County Sewer	4/30/2013	001-24-558-500-47	512931 0413	Bld/Utilities	\$ 2.57
0	Pierce County Sewer	4/30/2013	001-18-518-300-47	512931 0413	Fac/Utilities	\$ 2.58
0	Pierce County Sewer	4/30/2013	001-58-558-600-47	512931 0413	PL/Utilities	\$ 2.58
0	Pierce County Sewer	4/30/2013	001-76-576-600-47	512931 0413	Parks/Utilities	\$ 2.58
0	Pierce County Sewer	4/30/2013	001-21-521-200-47	512923 0413	PD/Utilities	\$ 5.92
0	Pierce County Sewer	4/30/2013	406-38-553-350-47	512931 0413	Storm/Utilities	\$ 7.73
0	Pierce County Sewer	4/30/2013	001-21-521-200-47	512931 0413	Pol/Utilities	\$ 10.31
0	Pierce County Sewer	4/30/2013	403-34-534-550-47	512931 0413	Wat/Utilities	\$ 10.31
0	Pierce County Sewer	4/30/2013	403-34-534-550-47	512923 0413	Wat/Utilities	\$ 11.83
0	Pierce County Sewer	4/30/2013	401-32-533-500-47	512931 0413	Elec/Utilities	\$ 12.88
0	Pierce County Sewer	4/30/2013	001-19-518-900-47	512842 0413	GF/Utilities	\$ 14.55
0	Pierce County Sewer	4/30/2013	001-19-518-900-47	758965 0413	GF/Utilities	\$ 17.40
0	Pierce County Sewer	4/30/2013	406-38-553-350-47	512923 0413	Storm/Utilities	\$ 17.76
0	Pierce County Sewer	4/30/2013	001-73-569-500-47	512842 0413	AC/Utilities	\$ 21.82
0	Pierce County Sewer	4/30/2013	401-32-533-500-47	512923 0413	Elec/Utilities	\$ 23.68
0	Pierce County Sewer	4/30/2013	001-76-576-600-47	513431 0413	Parks/Utilities	\$ 36.37
	<b>Pierce County Sewer Total</b>					<b>\$ 200.87</b>
0	Pitney Bowes Inc.	4/30/2013	406-37-553-310-42	41413	Storm/Postage	\$ 100.00
0	Pitney Bowes Inc.	4/30/2013	403-33-534-100-42	41413	Wat/Postage	\$ 400.00
0	Pitney Bowes Inc.	4/30/2013	401-31-533-100-42	41413	Elec/Postage	\$ 500.00
0	Pitney Bowes Inc.	4/30/2013	001-19-528-800-42	41413	GF/Postage	\$ 1,000.00
	<b>Pitney Bowes Inc. Total</b>					<b>\$ 2,000.00</b>
0	Puget Sound Energy	4/30/2013	001-73-569-500-47	32013	AC/PSE Utility Bill	\$ 143.42
0	Puget Sound Energy	4/30/2013	403-34-534-550-47	32013	Wtr/Electric Charges	\$ 350.85
	<b>Puget Sound Energy</b>					<b>\$ 494.27</b>
0	Shell Fleet Plus	4/30/2013	101-00-542-900-32	03-040513	Streets/Fuel	\$ 19.30
0	Shell Fleet Plus	4/30/2013	406-37-553-350-32	03-040513	Storm/Fuel	\$ 19.30
0	Shell Fleet Plus	4/30/2013	101-00-542-900-32	42-040513	Streets/Fuel	\$ 36.75
0	Shell Fleet Plus	4/30/2013	406-37-553-350-32	42-040513	Storm/Fuel	\$ 36.75
0	Shell Fleet Plus	4/30/2013	403-34-534-500-32	03-040513	Water/Fuel	\$ 38.59
0	Shell Fleet Plus	4/30/2013	101-00-542-900-32	01-040513	Streets/Fuel	\$ 39.32
0	Shell Fleet Plus	4/30/2013	406-38-553-350-32	01-040513	Storm/Fuel	\$ 39.32
0	Shell Fleet Plus	4/30/2013	101-00-542-900-32	12-040513	Streets/Fuel	\$ 41.88
0	Shell Fleet Plus	4/30/2013	406-38-553-350-32	12-040513	Storm/Fuel	\$ 41.88
0	Shell Fleet Plus	4/30/2013	406-37-553-350-32	07-040513	Storm/Fuel	\$ 50.25

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	Shell Fleet Plus	4/30/2013	101-00-542-900-32	07-040513	Streets/Fuel	\$ 50.25
0	Shell Fleet Plus	4/30/2013	403-34-534-500-32	42-040513	Water/Fuel	\$ 73.50
0	Shell Fleet Plus	4/30/2013	101-00-542-900-32	06-040513	Streets/Fuel	\$ 75.15
0	Shell Fleet Plus	4/30/2013	406-37-553-350-32	06-040513	Storm/Fuel	\$ 75.15
0	Shell Fleet Plus	4/30/2013	403-34-534-500-32	01-040513	Water/Fuel	\$ 78.63
0	Shell Fleet Plus	4/30/2013	403-34-534-500-32	12-040513	Water/Fuel	\$ 83.74
0	Shell Fleet Plus	4/30/2013	001-18-518-300-32	09-040513	Fac/Fuel	\$ 89.16
0	Shell Fleet Plus	4/30/2013	403-34-534-500-32	07-040513	Water/Fuel	\$ 100.50
0	Shell Fleet Plus	4/30/2013	403-34-534-500-32	06-040513	Water/Fuel	\$ 150.30
0	Shell Fleet Plus	4/30/2013	401-32-533-500-32	05-040513	Elec/Fuel	\$ 183.83
0	Shell Fleet Plus	4/30/2013	403-34-534-500-32	05-040513	Water/Fuel	\$ 183.83
0	Shell Fleet Plus	4/30/2013	403-34-534-550-32	04-040513	Water/Fuel	\$ 211.79
0	Shell Fleet Plus	4/30/2013	001-76-576-600-32	09-040513	Parks/Fuel	\$ 267.46
0	Shell Fleet Plus	4/30/2013	401-32-533-500-32	08-040513	Water/Fuel	\$ 1,057.15
	<b>Shell Fleet Plus</b>					<b>\$ 3,043.78</b>
0	US Bank	4/30/2013	001-13-513-100-43	2713-040613	Admin/Credit	\$ (6.00)
0	US Bank	4/30/2013	001-21-521-200-41	6770-040613	PD/Prof Svcs-Mobilelock	\$ 2.50
0	US Bank	4/30/2013	001-13-513-100-43	2713-040613	Admin/Parking	\$ 3.00
0	US Bank	4/30/2013	001-14-514-230-42	6853-040613	Fin/Postage	\$ 3.76
0	US Bank	4/30/2013	401-32-533-500-31	6895-040613	Elect/Supplies-Safeway	\$ 3.99
0	US Bank	4/30/2013	001-76-576-600-49	6838-040613	Parks/Misc-WSDOT Good to Go	\$ 5.00
0	US Bank	4/30/2013	107-21-521-200-62	6416-040613	PD/Small Tools CJ Bldg - Home Dep	\$ 9.94
0	US Bank	4/30/2013	001-14-514-230-32	6853-040613	Fin/Fuel	\$ 10.00
0	US Bank	4/30/2013	101-00-542-900-31	6572-040613	Streets/Operating Supplies-Home I	\$ 12.56
0	US Bank	4/30/2013	401-32-533-500-42	6895-040613	Elect/Postage-USPS	\$ 13.20
0	US Bank	4/30/2013	401-32-533-500-31	6648-040613	Elect/Supplies-Home Depot	\$ 13.58
0	US Bank	4/30/2013	001-21-521-200-31	6598-040613	PD/Supplies-Hometown	\$ 13.72
0	US Bank	4/30/2013	001-18-518-300-31	4238-040613	Fac/Supplies-Hometown	\$ 14.74
0	US Bank	4/30/2013	501-00-548-300-31	6689-040613	MP-Streets/Supplies-Carburetion T	\$ 19.16
0	US Bank	4/30/2013	107-21-521-200-62	8284-040613	PD/Supplies-CJ Bldg	\$ 19.17
0	US Bank	4/30/2013	001-18-518-300-48	6838-040613	Fac/Repairs & Maint-Robbles	\$ 20.15
0	US Bank	4/30/2013	001-21-521-200-43	6770-040613	PD/Meals-A Spoonfull of Sugar	\$ 25.19
0	US Bank	4/30/2013	001-76-576-600-32	4238-040613	Parks/Fuel	\$ 28.00
0	US Bank	4/30/2013	001-13-513-100-43	6739-040613	Admin/Meals-Fife City Bar & Grill	\$ 28.24
0	US Bank	4/30/2013	001-17-517-900-31	7590-040613	Employee Wellness Supplies/Amaz	\$ 28.95
0	US Bank	4/30/2013	001-21-521-200-31	6671-040613	PD/Supplies-Hometown Hardware	\$ 32.72
0	US Bank	4/30/2013	001-21-521-200-31	6416-040613	PD/Operating Supplies - Rite Aid	\$ 32.81
0	US Bank	4/30/2013	501-00-548-300-31	6689-040613	MP-Storm/Supplies-Oreilly	\$ 33.64
0	US Bank	4/30/2013	101-00-542-900-35	6523-040613	Streets/Small Tools-Home Depot	\$ 33.78
0	US Bank	4/30/2013	001-13-513-100-49	6705-040613	Admin/Manual-AWC	\$ 35.00
0	US Bank	4/30/2013	001-13-513-100-49	7590-040613	Admin/Misc - AWC	\$ 35.00
0	US Bank	4/30/2013	001-21-521-200-31	6416-040613	PD/Operating Supplies - Fire King	\$ 35.01
0	US Bank	4/30/2013	406-38-553-350-31	6572-040613	Storm/Work Boots-Whistle Workw	\$ 36.42
0	US Bank	4/30/2013	001-18-518-300-31	4238-040613	Fac/Supplies-Hometown Hardware	\$ 36.92
0	US Bank	4/30/2013	401-32-533-500-32	6457-040613	Elect/Propane - 76	\$ 38.93
0	US Bank	4/30/2013	001-24-558-500-32	6556-040613	Bldg - Fuel	\$ 39.77
0	US Bank	4/30/2013	001-76-576-600-31	4238-040613	Parks/Supplies-Autozone	\$ 43.74
0	US Bank	4/30/2013	001-13-513-100-43	6739-040613	Admin/Meals-Anthony's	\$ 43.79
0	US Bank	4/30/2013	001-76-576-600-31	6838-040613	Parks/Supplies-Excel	\$ 44.20
0	US Bank	4/30/2013	001-18-518-300-31	6838-040613	Fac/Supplies-Hometown Hardware	\$ 44.59
0	US Bank	4/30/2013	101-00-542-900-31	6572-040613	Streets/Work Boots-Whistle Workv	\$ 45.53
0	US Bank	4/30/2013	501-00-548-300-31	6689-040613	MP-Fac/Supplies-Ron Jones	\$ 47.00
0	US Bank	4/30/2013	501-00-548-300-31	6689-040613	MP-Parks/Supplies-Ron Jones	\$ 47.00
0	US Bank	4/30/2013	001-21-521-200-31	6887-040613	PD/Supplies-Autozone	\$ 48.11
0	US Bank	4/30/2013	001-21-521-200-31	6770-040613	PD/Supplies-FBI Leeda	\$ 50.00
0	US Bank	4/30/2013	001-21-521-200-31	6770-040613	PD/Supplies-Great Pacific Packagin	\$ 54.26
0	US Bank	4/30/2013	001-21-521-200-36	6598-040613	PD/Small Assets-IT-Radioshack	\$ 54.68
0	US Bank	4/30/2013	001-76-576-600-31	4238-040613	Parks/Supplies-Tacoma Waste Wtr	\$ 60.00
0	US Bank	4/30/2013	001-76-576-600-31	4238-040613	Parks/Supplies-Tacoma Waste Wtr	\$ 60.00
0	US Bank	4/30/2013	401-32-533-500-32	9197-040613	Elect/Fuel	\$ 68.06
0	US Bank	4/30/2013	401-32-533-500-31	6648-040613	Elect/Supplies-Invensys Metering	\$ 68.71

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	US Bank	4/30/2013	001-19-518-900-64	7590-040613	GF/Software-Corel	\$ 69.99
0	US Bank	4/30/2013	501-00-548-300-32	6689-040613	MP/Fuel	\$ 73.08
0	US Bank	4/30/2013	107-21-521-200-62	6416-040613	PD/Small Tools CJ Bldg - Lowes	\$ 81.86
0	US Bank	4/30/2013	107-21-521-200-62	6598-040613	PD/CJ Bldg-Home Depot	\$ 82.55
0	US Bank	4/30/2013	001-21-521-200-22	6531-040613	PD/Uniforms - Galls	\$ 83.47
0	US Bank	4/30/2013	001-76-576-600-35	6838-040613	Parks/Small Tools-Home Depot	\$ 85.72
0	US Bank	4/30/2013	001-24-558-500-49	6556-040613	Bldg - IFGC Code Book	\$ 85.96
0	US Bank	4/30/2013	501-00-548-300-32	6689-040613	MP-Fuel	\$ 96.09
0	US Bank	4/30/2013	001-76-576-600-31	6739-040613	Parks/Supplies-Vandergiesen Nur:	\$ 98.63
0	US Bank	4/30/2013	403-34-534-500-31	6572-040613	Wtr/Work Boots-Whistle Workwea	\$ 100.17
0	US Bank	4/30/2013	501-00-548-300-31	6689-040613	MP/Supplies-Oreilly Auto	\$ 101.67
0	US Bank	4/30/2013	001-19-518-900-45	7590-040613	GF/Archive Storage Fees	\$ 110.00
0	US Bank	4/30/2013	101-00-542-900-31	6572-040613	Streets/Operating Supplies-Home I	\$ 116.88
0	US Bank	4/30/2013	403-34-534-550-31	6820-040613	Wtr/Supplies-Home Depot	\$ 128.59
0	US Bank	4/30/2013	001-21-521-200-32	6473-040613	PD/Fuel	\$ 133.65
0	US Bank	4/30/2013	501-00-548-300-31	6689-040613	MP-Streets/Supplies-Oreilly	\$ 134.58
0	US Bank	4/30/2013	001-32-532-100-43	6713-040613	Eng/Travel-Hilton (To be credited)	\$ 142.42
0	US Bank	4/30/2013	501-00-548-300-31	6689-040613	MP-/Supplies-Oreilly Auto	\$ 143.58
0	US Bank	4/30/2013	501-00-548-300-31	6689-040613	MP-Elect/Supplies-Carburetion Tec	\$ 172.41
0	US Bank	4/30/2013	403-34-534-502-49	6432-040613	Wtr/WETRC Registration Wetterlin	\$ 185.00
0	US Bank	4/30/2013	107-21-521-200-62	6598-040613	PD/CJ Bldg-Home Depot	\$ 205.78
0	US Bank	4/30/2013	401-32-533-500-31	6648-040613	Elect/Supplies-Airgas	\$ 218.80
0	US Bank	4/30/2013	001-21-521-200-32	6671-040613	PD/Fuel	\$ 227.50
0	US Bank	4/30/2013	001-21-521-200-32	3217-040613	PD/Fuel	\$ 272.23
0	US Bank	4/30/2013	001-76-576-600-35	4238-040613	Parks/Small Tools-Agrishop	\$ 273.75
0	US Bank	4/30/2013	001-21-521-200-32	6531-040613	PD/Fuel	\$ 309.41
0	US Bank	4/30/2013	001-21-521-200-32	6770-040613	PD/Fuel	\$ 318.67
0	US Bank	4/30/2013	001-21-521-200-32	6598-040613	PD/Fuel	\$ 340.07
0	US Bank	4/30/2013	001-21-521-200-32	6887-040613	PD/Fuel	\$ 340.43
0	US Bank	4/30/2013	001-21-521-200-32	6622-040613	Pol/Fuel	\$ 344.88
0	US Bank	4/30/2013	001-18-518-300-48	6838-040613	Fac/Repairs & Maint-Ferguson	\$ 356.48
0	US Bank	4/30/2013	001-21-521-200-32	6630-040613	PD/Fuel	\$ 364.20
0	US Bank	4/30/2013	001-21-521-200-32	6416-040613	PD/Fuel	\$ 372.06
0	US Bank	4/30/2013	001-21-521-200-32	6614-040613	PD/Fuel	\$ 440.20
0	US Bank	4/30/2013	001-32-532-100-43	6713-040613	Eng/Travel-APWA Conf-Hilton	\$ 454.41
0	US Bank	4/30/2013	401-32-533-500-31	6648-040613	Elect/Supplies-Airgas	\$ 494.49
0	US Bank	4/30/2013	001-21-521-200-32	6747-040613	PD/Fuel	\$ 509.84
0	US Bank	4/30/2013	001-21-521-200-31	8284-040613	PD/Fuel	\$ 512.05
0	US Bank	4/30/2013	107-21-521-200-62	6614-040613	PD/Supplies CJ Bldg	\$ 533.01
0	US Bank	4/30/2013	001-14-514-230-43	6481-040613	Fin/Travel - Springbrook Conferenc	\$ 633.33
0	US Bank	4/30/2013	403-34-534-500-43	6523-040613	Wtr/Travel	\$ 333.90
0	US Bank	4/30/2013	403-34-534-500-43	6523-040613	Wtr/Travel	\$ 12.47
0	US Bank	4/30/2013	403-34-534-500-43	6523-040613	Wtr/Travel	\$ 5.19
0	US Bank	4/30/2013	403-34-534-500-43	6523-040613	Wtr/Travel	\$ 13.00
0	US Bank	4/30/2013	403-34-534-500-43	6523-040613	Wtr/Travel	\$ 13.68
0	US Bank	4/30/2013	403-34-534-500-43	6523-040613	Wtr/Travel	\$ 17.15
0	US Bank	4/30/2013	403-34-534-500-43	6820-040613	Wtr/Travel-Meals	\$ 10.15
0	US Bank	4/30/2013	403-34-534-500-43	6820-040613	Wtr/Travel-Lodgin	\$ 353.40
0	US Bank	4/30/2013	401-32-533-500-43	6895-040613	Elect/Travel-Meals	\$ 15.01
0	US Bank	4/30/2013	401-32-533-500-43	6895-040613	Elect/Travel-Meals	\$ 22.50
0	US Bank	4/30/2013	401-32-533-500-43	6895-040613	Elect/Travel-Meals	\$ 12.00
0	US Bank	4/30/2013	401-32-533-500-43	6895-040613	Elect/Travel-Meals	\$ 14.09
0	US Bank	4/30/2013	403-34-534-500-43	6820-040613	Wtr/Travel-Meals	\$ 13.71
0	US Bank	4/30/2013	403-34-534-500-43	6820-040613	Wtr/Travel-Meals	\$ 13.00
0	US Bank	4/30/2013	403-34-534-500-43	6820-040613	Wtr/Travel-Meals	\$ 16.04
0	US Bank	4/30/2013	403-34-534-500-43	6820-040613	Wtr/Travel-Meals	\$ 18.65
0	US Bank	4/30/2013	401-32-533-500-43	6895-040613	Elect/Travel-Lodging	\$ 353.40
0	US Bank	4/30/2013	401-32-533-500-43	6895-040613	Elect/Travel-Meals	\$ 11.00
0	US Bank	4/30/2013	401-32-533-500-43	6895-040613	Elect/Travel-Meals	\$ 21.00
0	US Bank	4/30/2013	401-32-533-500-43	6895-040613	Elect/Travel-Meals	\$ 15.00
0	US Bank	4/30/2013	001-13-513-100-43	6739-040613	Admin/Travel	\$ 23.36
<b>US Bank Total</b>						<b>\$ 12,494.11</b>

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	Verizon Wireless	4/30/2013	001-13-513-100-42	9701112949	Admin/Verizon Charges	\$ 40.45
0	Verizon Wireless	4/30/2013	001-13-513-100-42	9701112949	Admin/Verizon Charges	\$ 56.12
	Verizon Wireless	4/30/2013	001-32-532-100-42	9701112949	Eng/Verizon Charges	\$ 5.78
	Verizon Wireless	4/30/2013	101-00-542-900-42	9701112949	Streets/Verizon Charges	\$ 17.33
	Verizon Wireless	4/30/2013	101-00-542-900-42	9701112949	Streets/Verizon Charges	\$ 5.78
	Verizon Wireless	4/30/2013	401-31-533-100-42	9701112949	Elect/Verizon Charges	\$ 17.33
	Verizon Wireless	4/30/2013	401-32-533-500-42	9701112949	Elect/Verizon Charges	\$ 57.78
	Verizon Wireless	4/30/2013	403-33-534-100-42	9701112949	Water/Verizon Charges	\$ 17.33
	Verizon Wireless	4/30/2013	403-34-534-500-42	9701112949	Water/Verizon Charges	\$ 28.89
	Verizon Wireless	4/30/2013	406-37-553-310-42	9701112949	Storm/Verizon Charges	\$ 11.56
	Verizon Wireless	4/30/2013	406-38-553-350-42	9701112949	Storm/Verizon Charges	\$ 11.56
	Verizon Wireless	4/30/2013	001-21-521-200-42	9701112949	PD/Verizon Charges	\$ 600.17
	Verizon Wireless	4/30/2013	118-21-521-230-42	9701112949	PD-Reserves/Verizon Charges	\$ 122.56
	Verizon Wireless	4/30/2013	001-21-521-200-42	9701112949	PD/Verizon Charges	\$ 516.96
	Verizon Wireless	4/30/2013	401-30-533-110-42	9701112949	Elect/Verizon Charges	\$ 11.56
	Verizon Wireless	4/30/2013	403-30-534-110-42	9701112949	Water/Verizon Charges	\$ 10.98
	Verizon Wireless	4/30/2013	406-30-553-110-42	9701112949	Storm/Verizon Charges	\$ 5.20
	Verizon Wireless	4/30/2013	403-34-534-500-42	9701112949	Water/Verizon Charges	\$ 20.03
	Verizon Wireless	4/30/2013	401-32-533-500-42	9701112949	Elect/Verizon Charges	\$ 20.02
	Verizon Wireless	4/30/2013	001-14-514-230-42	9701112949	Finance/Verizon Charges	\$ 30.05
	Verizon Wireless	4/30/2013	401-30-533-110-42	9701112949	Elect/Verizon Charges	\$ 8.09
	Verizon Wireless	4/30/2013	401-30-533-110-42	9701112949	Elect/Verizon Charges	\$ 11.22
	Verizon Wireless	4/30/2013	403-30-534-110-42	9701112949	Water/Verizon Charges	\$ 9.24
	Verizon Wireless	4/30/2013	403-30-534-110-42	9701112949	Water/Verizon Charges	\$ 12.82
	Verizon Wireless	4/30/2013	001-18-518-300-42	9701232244	Fac/Verizon Charges	\$ 3.87
	Verizon Wireless	4/30/2013	001-32-532-100-42	9701232244	Eng/Verizon Charges	\$ 2.58
	Verizon Wireless	4/30/2013	001-76-576-600-42	9701232244	Parks/Verizon Charges	\$ 12.50
	Verizon Wireless	4/30/2013	101-00-542-900-42	9701232244	Streets/Verizon Charges	\$ 28.36
	Verizon Wireless	4/30/2013	401-32-533-500-42	9701232244	Elect/Verizon Charges	\$ 78.62
	Verizon Wireless	4/30/2013	403-34-534-500-42	9701232244	Water/Verizon Charges	\$ 70.89
	Verizon Wireless	4/30/2013	406-38-553-350-42	9701232244	Storm/Verizon Charges	\$ 11.60
	Verizon Wireless	4/30/2013	401-31-533-100-42	9701232244	Elect/Verizon Charges	\$ 1.93
	Verizon Wireless	4/30/2013	403-33-534-100-42	9701232244	Water/Verizon Charges	\$ 1.93
	Verizon Wireless	4/30/2013	406-37-553-310-42	9701232244	Storm/Verizon Charges	\$ 14.82
	Verizon Wireless	4/30/2013	501-00-548-300-42	9701232244	MP/Verizon Charges	\$ 14.35
	Verizon Wireless	4/30/2013	001-24-558-500-42	9701232244	Bld/Verizon Charges	\$ 16.28
	Verizon Wireless	4/30/2013	401-30-533-110-42	9701232244	Elect/Verizon Charges	\$ 4.74
	Verizon Wireless	4/30/2013	403-30-534-110-42	9701232244	Water/Verizon Charges	\$ 4.88
	Verizon Wireless	4/30/2013	406-30-553-110-42	9701232244	Storm/Verizon Charges	\$ 4.74
	Verizon Wireless	4/30/2013	001-73-569-500-42	9701232244	AC/Verizon Charges	\$ 2.96
	Verizon Wireless	4/30/2013	401-30-533-110-42	9701385596	Elect/Verizon Charges	\$ 19.51
	Verizon Wireless	4/30/2013	403-30-534-110-42	9701385596	Water/Verizon Charges	\$ 19.51
	<b>Verizon Wireless Total</b>					<b>\$ 1,962.88</b>
	Zumach, Darrin	4/30/2013	401-32-533-500-43	40213	Elect/Travel-WDW Conference	\$ 169.50
	<b>Zumach, Darrin Total</b>					<b>\$ 169.50</b>
		<b>4/30/2013 Total</b>				<b>\$ 315,933.39</b>
53849	DICKSON BLY	5/2/2013	401-00-131-000-00		Refund Check	\$ 54.42
53849	DICKSON BLY	5/2/2013	403-00-131-000-00		Refund Check	\$ 48.43
53849	DICKSON BLY	5/2/2013	406-00-131-000-00		Refund Check	\$ 24.77
	<b>DICKSON BLY Total</b>					<b>\$ 127.62</b>
53850	FANNIE MAE	5/2/2013	401-00-131-000-00		Refund Check	\$ 280.33
53850	FANNIE MAE	5/2/2013	403-00-131-000-00		Refund Check	\$ 28.53
53850	FANNIE MAE	5/2/2013	406-00-131-000-00		Refund Check	\$ 16.58
	<b>FANNIE MAE Total</b>					<b>\$ 325.44</b>

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53851	FINLAYSON HELEN	5/2/2013	401-00-131-000-00		Refund Check	\$ 17.47
53851	FINLAYSON HELEN	5/2/2013	403-00-131-000-00		Refund Check	\$ 1.15
53851	FINLAYSON HELEN	5/2/2013	406-00-131-000-00		Refund Check	\$ 0.56
	<b>FINLAYSON HELEN Total</b>					<b>\$ 19.18</b>
53852	FRAUMENI DAVID	5/2/2013	403-00-131-000-00		Refund Check	\$ 127.61
	<b>FRAUMENI DAVID Total</b>					<b>\$ 127.61</b>
53853	HOBBS LEEANN	5/2/2013	401-00-131-000-00		Refund Check	\$ 2.97
53853	HOBBS LEEANN	5/2/2013	403-00-131-000-00		Refund Check	\$ 22.98
	<b>HOBBS LEEANN Total</b>					<b>\$ 25.95</b>
53854	JACK STEVE	5/2/2013	401-00-131-000-00		Refund Check	\$ 12.70
53854	JACK STEVE	5/2/2013	403-00-131-000-00		Refund Check	\$ 1.40
53854	JACK STEVE	5/2/2013	406-00-131-000-00		Refund Check	\$ 0.90
	<b>JACK STEVE Total</b>					<b>\$ 15.00</b>
53855	KNIGHT NORMITA	5/2/2013	401-00-131-000-00		Refund Check	\$ 89.65
53855	KNIGHT NORMITA	5/2/2013	403-00-131-000-00		Refund Check	\$ 23.03
	<b>KNIGHT NORMITA Total</b>					<b>\$ 112.68</b>
53856	LEVANGER MICHAEL	5/2/2013	403-00-131-000-00		Refund Check	\$ 29.09
	<b>LEVANGER MICHAEL Total</b>					<b>\$ 29.09</b>
53857	YAMADA GARRETT & LYNN	5/2/2013	403-00-131-000-00		Refund Check	\$ 41.14
	<b>YAMADA GARRETT &amp; LYNN Total</b>					<b>\$ 41.14</b>
		<b>5/2/2013 Total</b>				<b>\$ 823.71</b>
53847	JENNINGS NORTHWEST LLC	5/3/2013	403-99-594-500-63	4182013	Water/CP-Porter Way Storm Drain	\$ 1,104.97
53847	JENNINGS NORTHWEST LLC	5/3/2013	403-99-594-500-63	4182013	Water/CP-Porter Way Watermain I	\$ 4,843.32
53847	JENNINGS NORTHWEST LLC	5/3/2013	310-99-594-500-63	4182013	CP/Porter Way Overlay	\$ 246,578.80
	<b>JENNINGS NORTHWEST LLC Total</b>					<b>\$ 252,527.09</b>
53858	Accountemps	5/3/2013	001-14-514-230-13	37765873	Fin/Temp Employee	\$ 338.75
53858	Accountemps	5/3/2013	001-14-514-230-13	37741197	Fin/Temp Employee	\$ 364.87
	<b>Accountemps Total</b>					<b>\$ 703.62</b>
53859	AMSAN	5/3/2013	001-18-518-300-31	285004065	Fac/Supplies	\$ 11.16
	<b>AMSAN Total</b>					<b>\$ 11.16</b>
53860	Association of the United States Army	5/3/2013	001-19-518-901-49	42313	GF/Annual Renewal	\$ 150.00
	<b>Association of the United States Army Total</b>					<b>\$ 150.00</b>
53861	Burton Harold	5/3/2013	001-17-517-380-29	41113	Leoff Retiree Expenses	\$ 211.94
	<b>Burton Harold Total</b>					<b>\$ 211.94</b>
53862	CenturyLink	5/3/2013	001-19-528-800-42	41413	GF/Communications	\$ 104.65
53862	CenturyLink	5/3/2013	001-21-521-200-42	41413	Pol/Communications	\$ 104.64

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
	<b>CenturyLink Total</b>					\$ 209.29
53863	Certified Laboratories	5/3/2013	501-00-548-300-31	1014842	MP/Supplies	\$ 446.56
	<b>Certified Laboratories Total</b>					\$ 446.56
53864	Chemsearch	5/3/2013	401-32-533-500-31	1044748	Elec/Operating Supplies	\$ 215.44
	<b>Chemsearch Total</b>					\$ 215.44
53865	Chuckals	5/3/2013	403-34-534-500-31	738892-0	Water/Supplies	\$ 47.65
53865	Chuckals	5/3/2013	101-00-542-900-31	738892-0	Streets/Supplies	\$ 28.10
53865	Chuckals	5/3/2013	406-38-553-350-31	738892-0	Storm/Supplies	\$ 19.36
53865	Chuckals	5/3/2013	403-34-534-550-31	738892-0	Water/Supplies	\$ 17.15
53865	Chuckals	5/3/2013	406-37-553-310-31	738892-0	Storm/Supplies	\$ 12.65
53865	Chuckals	5/3/2013	001-32-532-100-31	738892-0	Eng/Supplies	\$ 12.65
53865	Chuckals	5/3/2013	401-31-533-100-31	738892-0	Elec/Supplies	\$ 12.64
53865	Chuckals	5/3/2013	403-33-534-100-31	738892-0	Water/Supplies	\$ 12.64
	<b>Chuckals Total</b>					\$ 162.84
53866	City Treasurer	5/3/2013	401-32-533-500-31	90497258	Elec/Supplies	\$ 3,208.58
53866	City Treasurer	5/3/2013	401-32-533-500-41	90497258	Elec/Prof Services	\$ 631.05
53866	City Treasurer	5/3/2013	401-32-533-500-45	90497258	Elec/Lease	\$ 60.00
53866	City Treasurer	5/3/2013	001-76-576-600-31	90495525	Parks/Operating Supplies T-Ball Fie	\$ 597.87
	<b>City Treasurer Total</b>					\$ 4,497.50
53867	Copier Maintenance Technology	5/3/2013	401-32-533-500-48	1191	Elec/Repair and Maintenance	\$ 108.44
53867	Copier Maintenance Technology	5/3/2013	403-34-534-500-31	1191	Water/Repair and Maintenance	\$ 108.44
53867	Copier Maintenance Technology	5/3/2013	101-00-542-900-31	1191	Streets/Repair and Maintenance	\$ 46.47
53867	Copier Maintenance Technology	5/3/2013	406-38-553-350-31	1191	Storm/Repair and Maintenance	\$ 46.47
	<b>Copier Maintenance Technology Total</b>					\$ 309.82
53868	Daily Journal Of Commerce	5/3/2013	401-32-533-500-44	3273725	Elec/Advertising	\$ 37.24
53868	Daily Journal Of Commerce	5/3/2013	403-34-534-500-44	3273725	Water/Advertising	\$ 37.24
53868	Daily Journal Of Commerce	5/3/2013	101-00-542-900-44	3273725	Street/Advertising	\$ 15.96
53868	Daily Journal Of Commerce	5/3/2013	406-38-553-350-44	3273725	Storm/Advertising	\$ 15.96
	<b>Daily Journal Of Commerce Total</b>					\$ 106.40
53869	Dell Marketing L.P.	5/3/2013	001-19-518-900-64	1.01356E+12	GF/Capital Equipment - Server Ext	\$ 958.91
	<b>Dell Marketing L.P. Total</b>					\$ 958.91
53870	Dept of Employment Security WA Stat	5/3/2013	001-17-517-780-24	41313	Emp Benefits/Unemployment 1st C	\$ 2,133.00
	<b>Dept of Employment Security WA State Total</b>					\$ 2,133.00
53871	East Pierce Fire & Rescue District #22	5/3/2013	002-00-522-100-41	50113	Monthly Fire Control Services Cont	\$ 97,328.63
	<b>East Pierce Fire &amp; Rescue District #22 Total</b>					\$ 97,328.63
53872	Fastenal Company	5/3/2013	501-00-548-300-31	WAFED119130	MP/Supplies	\$ 19.16
	<b>Fastenal Company Total</b>					\$ 19.16
53873	Fife City of	5/3/2013	001-58-558-600-41	142923	Pln/Prof Services - Planning	\$ 3,524.25
53873	Fife City of	5/3/2013	401-30-533-110-41	142924	Elec/Administrative Services Contr	\$ 263.03
53873	Fife City of	5/3/2013	403-30-534-110-41	142924	Water/Administrative Services Con	\$ 300.60
53873	Fife City of	5/3/2013	001-13-513-100-41	142924	Admin/Administrative Services Cor	\$ 1,315.12

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
	<b>Fife City of Total</b>					\$ 5,403.00
53874	Gray & Osborne Inc	5/3/2013	310-99-595-600-63	12479.00-11	CP/Prof Services Porter Way Preser	\$ 12,061.63
53874	Gray & Osborne Inc	5/3/2013	403-66-594-500-61	11464.00-20	Water/Prof Services Reservoir Boo	\$ 266.14
53874	Gray & Osborne Inc	5/3/2013	001-00-386-100-00	12440.00-12	Prof Services-Morning Side Booster	\$ 1,086.35
	<b>Gray &amp; Osborne Inc Total</b>					\$ 13,414.12
53875	HD Fowler	5/3/2013	403-34-534-500-31	I3327125	Water/Supplies	\$ 4.30
53875	HD Fowler	5/3/2013	403-34-534-500-31	I3327580	Water/Supplies	\$ 54.70
	<b>HD Fowler Total</b>					\$ 59.00
53876	HD Supply Power Solutions	5/3/2013	401-32-533-500-31	2239632-00	Elec/Supplies	\$ 47.04
	<b>HD Supply Power Solutions Total</b>					\$ 47.04
53877	Hourglass Construction	5/3/2013	107-21-521-200-62	20130409	Pol/CJ Building	\$ 920.00
	<b>Hourglass Construction Total</b>					\$ 920.00
53878	ICMA Retirement Corporation	5/3/2013	401-31-533-100-49	12324	Elec/Annual Plan Fee	\$ 250.00
	<b>ICMA Retirement Corporation Total</b>					\$ 250.00
53879	KPG	5/3/2013	401-31-533-100-41	31713	Elec/Prof Services	\$ 2,874.85
	<b>KPG Total</b>					\$ 2,874.85
53880	Olbrechts & Associates PLLC	5/3/2013	001-15-515-200-41	41313	Legal/Prof Services March 2013	\$ 1,188.00
	<b>Olbrechts &amp; Associates PLLC Total</b>					\$ 1,188.00
53881	Perry Debra	5/3/2013	107-00-367-100-00	42613	CJ/Spaghetti Wars Supplies	\$ 94.56
53881	Perry Debra	5/3/2013	001-76-576-600-31	42613	Parks/Appreciation Day Supplies Tr	\$ 63.30
53881	Perry Debra	5/3/2013	001-76-576-600-31	42613	Parks/Rangers Lunch Interurban Tr	\$ 35.73
	<b>Perry Debra Total</b>					\$ 193.59
53882	Petersen Brothers Inc.	5/3/2013	101-00-542-900-48	1304501	Streets/Repair and Maintenance	\$ 7,167.71
	<b>Petersen Brothers Inc. Total</b>					\$ 7,167.71
53883	Pierce County Budget & Finance	5/3/2013	101-00-542-900-48	AR146046	Streets/Repair and Maintenance	\$ 644.10
53883	Pierce County Budget & Finance	5/3/2013	001-19-518-901-49	AR146229	GF/Rainier Communications Comm	\$ 6,343.98
53883	Pierce County Budget & Finance	5/3/2013	001-00-231-500-52	50113	Milton Court Remittance April	\$ 163.39
	<b>Pierce County Budget &amp; Finance Total</b>					\$ 7,151.47
53884	Pierce County Community Newspaper	5/3/2013	001-58-558-600-44	3531	Plan/Advertising Notice of Applicat	\$ 60.00
53884	Pierce County Community Newspaper	5/3/2013	001-58-558-600-44	3310	Plan/Advertising Seeks Volunteer's	\$ 60.00
53884	Pierce County Community Newspaper	5/3/2013	001-58-558-600-44	3500	Plan/Advertising Application Comn	\$ 60.00
	<b>Pierce County Community Newspaper Group Total</b>					\$ 180.00
53885	Pollardwater.com-East	5/3/2013	403-34-534-500-35	I349455-IN	Water/Operating Equipment	\$ 230.58
	<b>Pollardwater.com-East Total</b>					\$ 230.58
53886	PRO-VAC	5/3/2013	401-32-533-500-41	130404-004	Elec/Prof Services	\$ 1,371.16
53886	PRO-VAC	5/3/2013	401-32-533-500-41	130322-006	Elec/Prof Services	\$ 1,772.59
	<b>PRO-VAC Total</b>					\$ 3,143.75

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53887	Professional Claims Intervention Servi	5/3/2013	001-17-517-670-41	2787	Emp Benefits/Monthly Claims Man	\$ 1,000.00
53887	Professional Claims Intervention Servi	5/3/2013	001-17-517-670-41	2788	Emp Benefits/Monthly Claims Man	\$ 300.00
	<b>Professional Claims Intervention Services Total</b>					<b>\$ 1,300.00</b>
53888	Puyallup City of	5/3/2013	001-19-518-800-41	AR109410	GF/Mar 2013 IT Services	\$ 811.26
53888	Puyallup City of	5/3/2013	001-19-518-800-41	AR109409	GF/Feb 2013 IT Services	\$ 582.28
	<b>Puyallup City of Total</b>					<b>\$ 1,393.54</b>
53889	Randles Sand & Gravel Inc	5/3/2013	403-34-534-500-31	356792	Water/Supplies	\$ 571.57
	<b>Randles Sand &amp; Gravel Inc Total</b>					<b>\$ 571.57</b>
53890	Richland PD Norcan C/O Alisha Grow	5/3/2013	001-21-521-201-49	41513	Pol/Dues for Norcan & IACA	\$ 25.00
	<b>Richland PD Norcan C/O Alisha Grow Total</b>					<b>\$ 25.00</b>
53891	Springbrook Software	5/3/2013	401-30-533-110-31	INV24836	Elec/Monthly Web Payment Fees	\$ 462.80
53891	Springbrook Software	5/3/2013	403-30-534-110-31	INV24836	Water/Monthly Web Payment Fee:	\$ 462.80
53891	Springbrook Software	5/3/2013	406-30-553-110-31	INV24836	Storm/Monthly Web Payment Fees	\$ 231.40
	<b>Springbrook Software Total</b>					<b>\$ 1,157.00</b>
53892	Standard Parts Corporation (NAPA)	5/3/2013	403-34-534-550-35	259607	Water/Equipment	\$ 27.31
53892	Standard Parts Corporation (NAPA)	5/3/2013	501-00-548-300-31	259607	MP/Elec-Supplies	\$ 52.90
53892	Standard Parts Corporation (NAPA)	5/3/2013	501-00-548-300-31	259607	MP/Streets-Supplies	\$ 5.11
53892	Standard Parts Corporation (NAPA)	5/3/2013	501-00-548-300-31	259692	MP/Elec-Supplies	\$ (12.89)
53892	Standard Parts Corporation (NAPA)	5/3/2013	501-00-548-300-31	259692	MP/Street-Credit	\$ (1.24)
53892	Standard Parts Corporation (NAPA)	5/3/2013	501-00-548-300-31	260771	MP/Street - Supplies	\$ 1.78
53892	Standard Parts Corporation (NAPA)	5/3/2013	501-00-548-300-31	260771	MP/Elec - Supplies	\$ 18.30
53892	Standard Parts Corporation (NAPA)	5/3/2013	403-34-534-550-35	260771	Water/Equipment	\$ 9.45
53892	Standard Parts Corporation (NAPA)	5/3/2013	501-00-548-300-31	259692	MP/Water-Supplies	\$ (6.66)
	<b>Standard Parts Corporation (NAPA) Total</b>					<b>\$ 94.06</b>
53893	State Treasurer Washington	5/3/2013	001-00-231-500-52	50113	Milton Court Remittance - April	\$ 9,713.60
	<b>State Treasurer Washington Total</b>					<b>\$ 9,713.60</b>
53894	Sumner	5/3/2013	001-19-554-300-51	2249	GF/Animal Control Services	\$ 1,775.35
	<b>Sumner Total</b>					<b>\$ 1,775.35</b>
53895	Tacoma City Treasurer	5/3/2013	401-32-533-500-31	90497263	Elec/Operating Supplies	\$ 727.14
53895	Tacoma City Treasurer	5/3/2013	001-76-576-600-31	90495525	Parks/Operating Supplies	\$ 597.87
	<b>Tacoma City Treasurer Total</b>					<b>\$ 1,325.01</b>
53896	Tacoma Pierce Co.	5/3/2013	001-73-575-500-41	IN0137000	AC/Inspection Fee	\$ 160.00
	<b>Tacoma Pierce Co. Total</b>					<b>\$ 160.00</b>
53897	Titus-Will Ford	5/3/2013	501-00-548-300-48	FOCS807406	MP/Elec-Repair and Maintenance	\$ 904.38
	<b>Titus-Will Ford Total</b>					<b>\$ 904.38</b>
53898	Unifirst Corporation	5/3/2013	401-32-533-500-22	885939	Elec/Uniforms	\$ 118.95
53898	Unifirst Corporation	5/3/2013	403-34-534-500-22	885939	Wat/Uniforms	\$ 10.82
53898	Unifirst Corporation	5/3/2013	001-18-518-300-22	8852829	Fac/Uniforms	\$ 9.44
53898	Unifirst Corporation	5/3/2013	001-76-576-600-22	8852829	Parks/Uniforms	\$ 21.30

Check #	Name	Payment Date	Account	Invoice #	Description	Amount
53898	Unifirst Corporation	5/3/2013	501-00-548-300-22	8852829	Motor Pool/Uniforms	\$ 21.95
53898	Unifirst Corporation	5/3/2013	101-00-542-900-22	8852829	Streets/Uniforms	\$ 39.53
53898	Unifirst Corporation	5/3/2013	401-32-533-500-22	8852829	Elec Maint/Uniforms	\$ 6.59
53898	Unifirst Corporation	5/3/2013	403-34-534-500-22	8852829	Water Maint/Uniforms	\$ 83.44
53898	Unifirst Corporation	5/3/2013	406-38-553-350-22	8852829	Storm/Uniforms	\$ 15.37
<b>Unifirst Corporation Total</b>						<b>\$ 327.39</b>
<b>5/3/2013 Total</b>						<b>\$ 420,961.37</b>
<b>Voids Total</b>						<b>\$ (2,851.76)</b>
<b>Grand Total</b>						<b>\$ 1,008,400.54</b>



To: City Council Members  
From: Debra Perry, Mayor  
Date: May 13, 2013  
Re: Appointments to Event Committee

---

**ATTACHMENT:** Reappointments of Richard Cosner and Kendra Dixon to the Event Committee

---

**TYPE OF ACTION:**

Information Only  Discussion  Action  Expenditure Required:

---

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

**Discussion:** Mayor Perry is recommending the following reappointments to the Event Committee:

- Richard Cosner
- Kendra Dixon

**Recommendation/Action:** "I move to approve the Mayor's reappointments of Richard Cosner and Kendra Dixon to the Event Committee for terms to expire May 31, 2017."



To: Mayor Perry and City Council Members  
 From: City Administrator, Mukerjee  
 Public Works Director, Neal  
 Date: May 13, 2013  
 Re: **Franchise & Joint Utility Pole Use Agreement with Zayo Group**

- ATTACHMENTS:**
- A. Ordinance granting franchise
  - B. Joint Utility Pole Use Agreement
  - C. Map of Proposed Fiber Optic Cable
  - D. Excerpt of April 8, 2013 City Council Minutes

**TYPE OF ACTION:**

Information Only    Discussion    Action    Expenditure Required:

**Recommendation/Action:** Move to (1) approve the attached ordinance approving a franchise, and (2) approve the joint utility pole use agreement with Zayo Group LLC, and authorize the Mayor to execute the same.

**Previous Council Review:** 4/8/13.

**Issue:** Consideration of a franchise and a joint pole use agreement with the Zayo Group LLC, a fiber optic provider.

**Background:** City Council held a public hearing on April 8, 2013 (see *Attachment D*).

**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 C*.

The franchise agreement is for 10 years, and it will allow Zayo to install fiber optic lines within the city's rights-of-way, both on our poles, as well as underground.

A pole use agreement is attached which requires an annual payment to the city of \$20 per pole. They will also pay the city's street work permit costs for doing work within the right-of-way, as well as \$3,000 to cover estimated legal and staff costs on the agreement.

Approval of the ordinance granting the franchise and the utility pole use agreement is recommended.

**ORDINANCE NO. 1823-13**

**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. Upon obtaining specific authorization by permit of the City and upon executing a Joint Utility Pole Use Agreement, Franchisee may be permitted to run or suspend wires, cables or other facilities existing poles, 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 in the amount of \$3,000 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 franchisee shall have the sole responsibility of notifying the assignee or transferee of any notice of construction received from the city. 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 13<sup>th</sup> day of May, 2013.

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: \_\_\_\_\_

Return to Agenda Bill

## **JOINT UTILITY POLE USE AGREEMENT**

This Agreement (“Agreement”) is made this 13th day of May, 2013, by and between the City of Milton, a Washington municipal corporation, hereinafter called the “City,” and Zayo Group, LLC, a Delaware limited liability company, hereinafter called the “Company.”

WITNESSETH:

WHEREAS, the City owns hundreds of utility poles and it is of mutual advantage to the parties herein to share the poles as opposed to incurring the costs of disrupting city right of ways with additional poles and support structures,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

### **PART I**

#### **DEFINITIONS**

For purposes of this Agreement, the following terms, phrases, words and their derivations shall have the meanings set forth below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- A. “City” is the City of Milton.
- B. “Contact” means the attachment of any equipment or property to a pole.
- C. “Council” is the City Council of Milton.
- D. “Facility” is any or all personal property or fixtures the Company attaches to a pole.
- E. “Joint poles” means poles jointly used by two or more utilities.
- F. “Person” is any person, firm, partnership, association, corporation, company or organization of any kind.
- G. “Pole” means any electrical utility pole owned by the City of Milton.
- H. “Service drop” means a side connection from a pole to a utility customer’s property.

- I. “Utility” includes the City, Company, and third parties who may utilize poles for attachment of utility equipment.

## **Part II**

### **SPECIFIC PROVISIONS**

#### Article 1 – Scope of Agreement.

This Agreement shall apply to all poles owned by the City. The City shall have the sole and exclusive authority to determine which of its poles may be joint poles used by the Company and other utilities under this Agreement. The City may deny use of a pole for any reason. All poles used by the shall be subject to this Agreement, whether in use on the effective date of this Agreement, or thereafter.

#### Article 2 – Attachment

2.1 The Company may attach its equipment to the City’s poles only with the City’s prior written consent. This Agreement shall not in itself constitute any such consent. Company shall, upon the City’s request, promptly remove any equipment that is attached to any pole without the City’s written consent.

2.2 If Company desires to attach any equipment to a pole, Company shall submit to the City a written application therefor (an “application”). Each application shall be numbered consecutively, and shall describe in detail:

- a. The equipment to be attached,
- b. Each pole affected by such attachment,
- c. The amount of space desired on each pole affected by the attachment,
- d. The proposed location of the equipment on the affected poles,
- e. The approximate dates on which the attachment will be made, and
- f. The action that Company intends to take to accommodate any additional strain that may be imposed upon the affected poles by the attachment.

2.3 Each application shall also include working sketches and such other information (for example, with regard to the proposed nature, appearance, circuit arrangement, and line sags of the equipment) as the City reasonably may request.

2.4 Unless otherwise directed in writing by the City, Company shall submit each application to:

City of Milton  
Attn: Electric Division  
1000 Laurel Street  
Milton, WA 98354

2.5 The City shall respond to each application within thirty (30) days after receipt thereof. In the event that the City gives its written consent to any attachment, Company shall make the attachment in accordance with (a) the application therefor, (b) any conditions or qualifications set forth in the City's consent, and (c) the provisions of this Agreement. The City shall not unreasonably withhold its consent to Company's applications.

2.6 Unless otherwise directed by the City, Company shall install guys and anchors necessary to support any additional strain which is actually imposed on any pole by attachment of the equipment. Company's guying shall not cause a change in the sag of the City's conductors. If the City must install or replace guys or anchors solely to support the strain imposed by attachment of equipment, Company shall reimburse the City on demand for the reasonable cost of such installation or replacement. Unless immediate action is necessary as determined by the City, prior to the City's installation or replacement of any guy or anchor which is necessary to support the additional strain imposed by the attachment of Company's equipment, the City shall give Company thirty (30) days written notice of its intention to install or replace such guy and Company shall have the opportunity to do the installation itself.

2.7 If the City relocates, replaces, or removes any pole to which equipment is attached, Company shall relocate such equipment as directed by the City at Company's cost.

### Article 3 – Performance of Work

3.1 The attachment, maintenance, repair, relocation, and removal of equipment and other tasks performed in connection with this Agreement or the attachment of equipment to poles is collectively referred to herein as "work".

3.2 Company shall perform its work in a professional manner. Company shall ensure that the work and the equipment is in all respects (a) safe, (b) free from all faults and defects in workmanship, material, and design, (c) in compliance with the requirements of this Agreement, and (d) in compliance with all applicable regulations or laws.

3.3 Company shall promptly and satisfactorily correct or replace any work or equipment for which it is responsible and which is found to be defective or not in conformity with the requirements of this Agreement. If Company fails or refuses to perform any work required by this Agreement or to make such corrections or replacements within thirty (30) days following written notice from the City, or in the event immediate action is necessary as determined by the City, the City may perform such work and make such corrections and replacements at Company's expense, except that the City shall allow Company a reasonable time to complete work when circumstances do not allow Company to perform work or make corrections or replacements within 30 days.

3.4 The Company shall be given one hundred twenty (120) days from the date of notification to remove their facilities from all structures which have been abandoned by City. If removal is not accomplished within 120 days from the date of notification, the City shall have the option to (1) transfer in writing the title, and ownership of the pole to Company or (2) remove Company's facilities from such structure and charge the cost of such removal to the Company. In the event

the City elects to transfer ownership to the Company, the Company shall thereafter assume all responsibility for such ownership and disposal.

3.5 Company and the City shall give immediate attention, and shall use their best efforts, to promptly, courteously, and equitably respond to, adjust, and settle (without obligating the City in any way) all complaints received by Company or the City from third parties arising out of or in connection with the work performed by the Company or its representatives. Company shall promptly notify the City of all such complaints and any action taken or to be taken in connection therewith.

3.6 Property damaged, altered, or removed by Company in connection with the performance of the work or the operation of the equipment shall be promptly repaired, replaced, or otherwise restored by Company to at least as good quality and condition as existed prior to such damage, alteration, or removal. On pole removals, the Company shall ensure that all damage and holes left by equipment removal are repaired and filled properly to prevent future liability.

3.7 Company shall ensure that the equipment of any utility including, but not limited to, all supply, disposal, distribution, and communication systems, and all similar or related facilities, equipment, and other property, is not damaged, altered, removed, or interrupted by Company in connection with the performance of the work or the operation of the equipment.

3.8 In the performance of the work and this Agreement, Company shall comply and shall ensure that the equipment, the work, and all of Company's suppliers and contractors of any tier, comply with the following:

- a. Laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, of any governmental authority,
- b. Industry standards and codes, including, but not limited to, modern maintenance and the Milton Municipal Code, except where the lawful requirements of public authorities may be more stringent, in which case the latter shall govern, and
- c. Milton's Standard Practices, Specifications, Rules, and Regulations that will be provided by the City to Company. All construction shall be designed and performed for maximum and safe pole-climbing space, with all conduit risers to be installed on standoffs.

3.9 Company shall obtain and comply and shall ensure that the equipment, work, and all of Company's suppliers and contractors of any tier comply with all permits, licenses, franchises, right-of-ways, easements, and other rights required to perform the work and operate the equipment and the Company's system in accordance with this Agreement. Company shall furnish to the City such evidence thereof (such as certified copies of permits, licenses, franchises, right-of-ways and easements) as the City may reasonably request.

3.10 Company represents and warrants that it is, and that at all times during the term it shall be, properly authorized, licensed, organized, equipped, and financed to perform the work and operate the equipment and the Company's system.

3.11 Company shall be and operate as an independent contractor, not an agent or representative of the City, in the performance of the work and the operation of the equipment and the Company's system. In no event shall either party be authorized to enter into any agreements on behalf of the other or to act as or be an agent or representative of the other.

#### Article 4 – Division of Costs

4.1 The cost of erecting new joint poles, constructing new pole lines, extending existing pole lines, or to replacing existing poles, shall be borne by the parties as follows:

- a. the City shall, at its sole expense, erect all new joint poles forty-five (45) feet in length
- b. Company shall, at its sole expense (1) erect all new poles greater than forty five (45) feet in length, (2) replace all existing poles that are to be replaced at Company's behest, including without limitation removal of the pole to be replaced, and (3) extending existing pole lines to accommodate the needs of the Company.

4.2 The cost to Company of erecting or maintaining any poles shall not entitle the Company to the ownership of any part of the poles except as provided herein.

4.3 Each party shall place, maintain, rearrange, transfer, and remove its own attachments at its own expense, except as otherwise expressly provided.

4.4 The expense of maintaining joint poles, excluding replacement thereof, shall be borne by the City.

#### **Article 5- Fees**

5.1 Company shall pay the City fees for the attachment of equipment to the poles as follows:

- a. The Company shall pay to the City an annual rate per pole ("Annual Payment") of \$20.00 for the remainder of 2013, and increased by 5% for each subsequent calendar year.
- b. The Company shall pay the City on a prorated annual basis an Annual Payment for all poles contacted since the last annual anniversary in amount equal to the number of newly contacted poles times the current Annual Rate, divided by the number of calendar months during which the pole was actually contacted.
- c. The Company shall also pay the City a \$30.00 usage fee "Usage Fee" per month for each power supply units attached to a pole. The monthly Usage Fee shall be paid in advance on or before the 1<sup>st</sup> day of each month. No invoice shall be sent by the City for Usage Fees.

5.2 The City shall provide Company with a correct, itemized invoice for the Annual Payments as described above. Company shall pay each such invoice within thirty (30) days of Company's receipt thereof.

5.3 Within ten (10) days after commencement of the term and each anniversary thereof, the Company shall provide a written report identifying each pole contacted by the Company and covered by the terms and conditions of this Agreement. These reports will be in a format and structure as mutually agreed upon by the Company and the City and, upon request, will be accompanied by such supporting documents or information commonly in use by both Company and the City. If a comparison of the Company's reports and the City's records discloses a 5% or greater discrepancy between the Company's and the City's contacted pole figures, the parties shall attempt to reconcile such reports. In the event that such reconciliation is unable to bring about a mutually agreeable result, the City may perform a physical inventory of poles to determine the exact number of the City poles contacted by the Company. The results of such inventory will be made available to both parties to this agreement, and the inventory will allow both parties to reconcile the inventory amount to the individual pole contacted. If such an inventory discloses that the Company has understated pole contacts, the Company shall immediately pay to the City any deficiency in the payments of fees and shall reimburse the City for its costs and labor expended to perform the physical inventory. If the inventory discloses an overstatement in the City figures that are not the result of the Company's failure to comply with the terms and conditions of this Agreement, then the City shall reimburse the Company for any over payment. All adjustments and repayments for reimbursements shall be made within sixty (60) days of the completion of the inventory.

5.4 In the event Company fails to (1) timely pay the Usage Fees, Annual Payments, or other compensation or remuneration in accordance with this Agreement or (2) promptly provide data, documents, reports, insurance, or information to the City in accordance with this Agreement, it shall pay a late fee of fifty (\$50) dollars per month.

5.5 Upon termination of this Agreement, Company shall promptly remove all equipment from the poles. If Company shall fail to promptly remove the equipment upon termination of the term, the City may, after one hundred eighty (180) days advance notice to Company of its intent to do so, remove and dispose of the equipment at the Company's expense.

### **PART III**

#### **GENERAL PROVISIONS**

##### **Article 1 – Modification of Agreement.**

The provisions and terms of this Agreement may be subject to review and amendment at the request of either party made in writing to the other party. Said request shall state specifically the article or portion of article to be amended and the proposed amendment. The proposed amendment or any subsequent changes thereto shall have the approval of both parties before becoming effective.

##### **Article 2 – Insurance**

The Company shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection

with the exercise of the rights, privileges and authority granted hereunder to the Company, its agents, representatives or employees. The Company shall provide an insurance certificate, together with an endorsement naming the City, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, and such insurance certificate shall evidence:

- A. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:
  - 1. \$5,000,000.00 for bodily injury or death to each person;
  - 2. \$5,000,000.00 for property damage resulting from any one accident;  
and
  - 3. \$5,000,000.00 for all other types of liability.
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000.00 for each person and \$3,000,000.00 for each accident;
- C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00;
- D. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$3,000,000.00;

The liability insurance policies required by this Article shall be maintained by the Company throughout the term of this Agreement, and such other period of time during which the Company is using City poles without this Agreement, or is engaged in the removal of its facilities from City poles. The Company shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any work or installation of any facilities pursuant to this Agreement. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Company. The Company's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, consultants, and volunteers with respect to liability, claims, or injuries related to the Company's use of the subject property, except with respect to intentional acts on the part of the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Company'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 reduced in coverage, canceled nor the intention not to renew be stated until 60 days after receipt by the City of Milton, by registered mail, of a written notice

addressed to the Public Works Director of such intent to cancel or not to renew."

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

### Article 3 - Indemnification and Waiver.

The Company hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers from any and all claims, costs, judgments, awards or liability to any person, including claims by the Company's own employees to which the Company might otherwise be immune under Title 51 RCW, arising from injury, sickness, or death of any person or damage to property of which the negligent acts or omissions of the Company, its agents, servants, officers or employees in performing the activities authorized by this Agreement are the proximate cause. The Company further releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person including claims by the Company's own employees, including those claims to which the Company might otherwise have immunity under Title 51 RCW, arising against the City solely by virtue of the City's ownership or control of the rights-of-way, or other public properties, by virtue of the Company's exercise of the rights granted herein, or by virtue of the City's permitting the Company's use of the City's public ways or other public property, or based upon the City's inspection or lack of inspection of work performed by the Company, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this Agreement or pursuant to any other permit or approval issued in connection with this Agreement. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of the Company, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public way or other public place in performance of work or services permitted under this Agreement. In the event that the Company's facilities emit electromagnetic impulses (EMF) or radio frequency emissions, the Company expressly agrees that this indemnity provision extends to any and all claims for injury, sickness or death of any person, including employees of the Company, arising or allegedly arising out of or caused by said emissions.

Inspection or acceptance by the City of any work performed by the Company at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation, provided, that the Company has been given prompt written notice by the City of any such claim, the City has the right to defend or participate in the defense of any such claim, and the City has the right to approve any settlement or other compromise of any such claim; provided further that said approval shall not be unreasonably withheld.

In the event that the Company refuses the tender of defense in any suit or any claim, said tender having been required pursuant to the indemnification clauses 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 the Company, then the Company shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable costs and attorneys' fees of recovering under this indemnification clause.

The obligations of the Company under the indemnification provisions of this paragraph 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 be construed to require the Company to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence or the intentional conduct of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Company's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. In the event that any court of competent jurisdiction determines that this Agreement 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.

Notwithstanding any other provisions of this Section, the Company assumes the risk of damage to its facilities located on City poles from activities conducted by the City, its officers, agents, employees and contractors. The Company releases and waives any and all claims against the City, its officers, agents, employees or contractors for damage to or destruction of the Company's facilities or injury to any person, caused by or arising out of activities conducted by the City, its officers, agents, employees and contractors, in the public ways and upon City-owned property. The Company 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 the Company's facilities as the result of any interruption of service due to damage or destruction of the Company's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors.

The provisions of this Section shall survive the expiration, revocation, or termination of this Agreement.

#### Article 4 – Interference and Joint Use of Multiple Parties. Existing Rights of Other Parties.

The rights of the Company to use City poles are not exclusive. The City may confer use rights to other parties, to the extent that such rights do not involve any physical encroachments into the pole space leased to Company. The City shall not be responsible for and makes no warranties or representations on any interference or lack thereof caused by the operation of one pole user's facility on another pole user. Company shall not allow its facilities to interfere with the operation of any facilities on the pole owned and/or operated by the City.

Article 5 – Service of Notices.

Wherever in this Agreement notice is provided to be given by either party hereto to the others such notice shall be in writing and given by letter mailed, or by personal delivery, to the City at 1000 Laurel Street, Milton, Washington, 98354, or to the Company at its offices as noted in the witness section of this agreement, as the case may be, or to such other address as either party may, from time to time, designate in writing for that purpose.

Article 6 – Term of Agreement.

This Agreement shall expire on December 31, 2018, provided this Agreement shall automatically renew for two additional five year terms unless notice of cancellation is provided by either party in more than one hundred and eighty days prior to the commencement of the additional term. This Agreement may also be terminated at any time by either upon one year's advance written notice.

Upon termination of this Agreement, Company shall promptly remove all equipment from the poles. If Company shall fail to promptly remove the equipment upon termination of the term, the City may, after one hundred eighty (180) days advance notice to Company of its intent to do so, remove and dispose of the equipment at the Company's expense.

Article 7 – Transfer of Rights.

The Company shall not sell or transfer its plant or system to another person or entity, nor transfer any rights conferred by this Agreement to another person or entity, without prior written approval by the City, and the filing by the vendee, assignee or lessee with the City Clerk an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of this Agreement, and agreeing to perform all the conditions hereof.

Article 8 – Waiver of Terms or Conditions.

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

Article 9 – Compliance with Applicable Laws and Ordinances.

The Company shall, at all times during the life of this Agreement, be subject to all lawful exercise of the police power of the City, and to such reasonable regulation as the City shall hereafter by resolution or ordinance provide.

Article 10 – Bond Required.

During the term this Agreement remains in effect, the Company or its successor hereunder, shall post with the City a bond in the sum of \$50,000.00, conditioned upon the faithful performance of the terms and conditions hereof, and providing for recovery by the City

against the bond in case of the Company's failure to perform the terms and conditions hereof, including without limitation the provisions of Article 5.

Article 11 – Penalties.

Any violation by the Company, its vendee, company or successor of the provisions of this Agreement or any material portions thereof, or the failure to promptly perform any of the provisions thereof, shall be cause for the termination hereof, and all rights hereunder, after sixty (60) days' written notice to the Company and continuation of such violation, failure or default.

Article 12 – Severability.

If any section, sentence, clause or phrase of this ordinance should be held invalid or illegal, the invalidity or illegality thereof shall not effect the validity or legality of any other section, sentence, clause or phrase of this ordinance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized on the day and year first above written.

CITY OF MILTON

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

Attest/Authenticated:

By \_\_\_\_\_  
Lisa Tylor, City Clerk

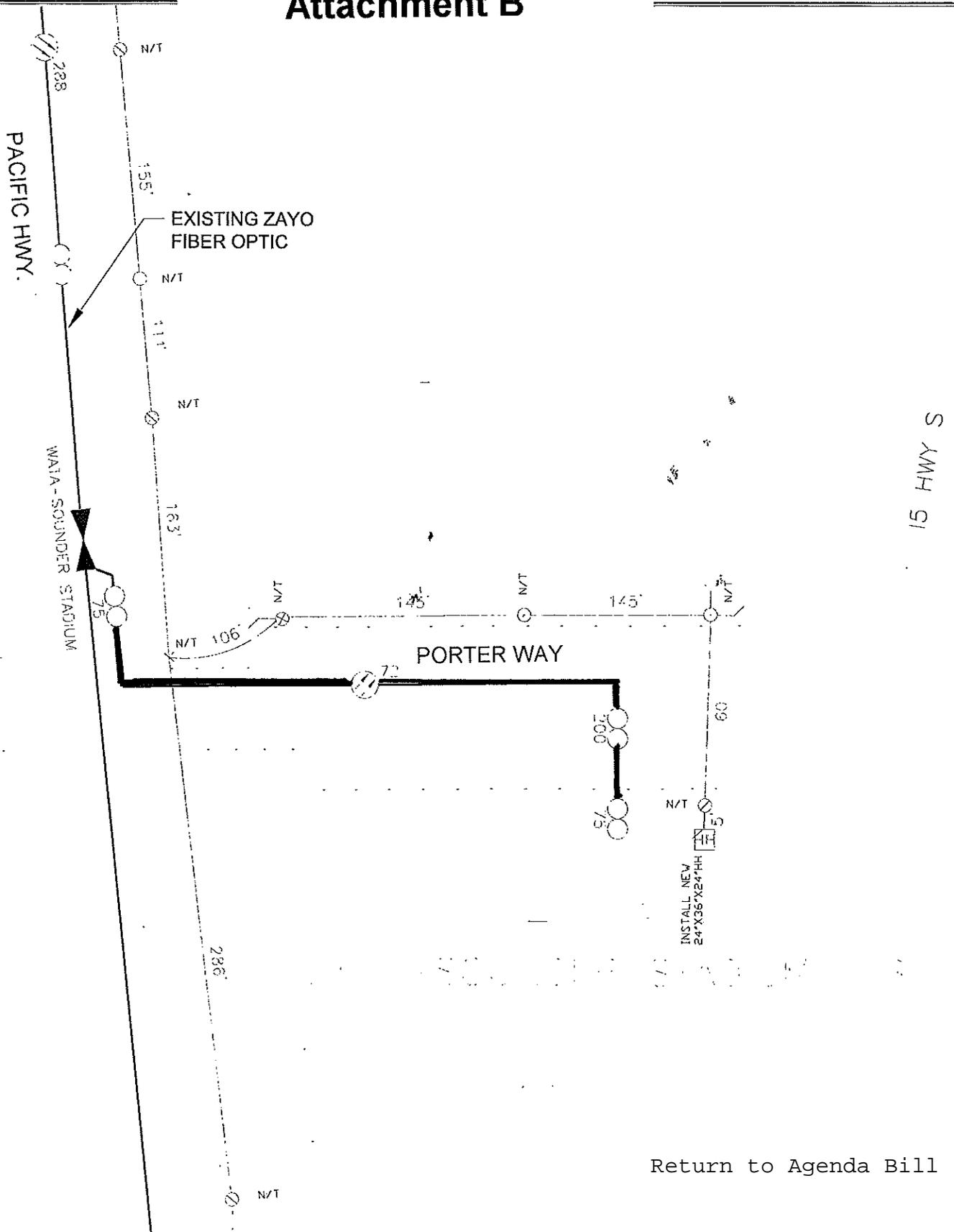
ZAYO GROUP, LLC

By \_\_\_\_\_  
Authorized Agent

Company Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Attachment B



15 HWY S

Return to Agenda Bill

	<b>0178-WATA-SOUNDERS STADIUM</b> <b>REDMOND RING 8 - SECTION D</b>		Attachments		Rev	Do
	Address: City: MILTON County: PIERCE State: WA		Job Number: S10236-1-0178 Fielded by: S.MORRISON Phone: (253)592-7536 Designed by: TKETCHER		A	07/2
					-	-
					-	-
					-	-
					-	-
					-	-



**CITY COUNCIL MINUTES (*Excerpts*)**

**Regular Meeting, Monday – April 8, 2013**

**PUBLIC HEARING**

- **Item 7A – Franchise Agreement with Zayo Group**

City Administrator Mukerjee introduced this item, explaining it requires a public hearing and two readings before Council.

7:35 p.m. – Mayor Pro Tem Taylor opened the public hearing.

<b>Speaker</b>	<b>Address</b>	<b>Comments</b>
Jacquelyn Whalen	1605 13 <sup>th</sup> Ave	<ul style="list-style-type: none"> <li>• Requested that the public hearing be continued until next week to allow for more public comment.</li> <li>• Requested clarity regarding what revenue the City can expect to receive.</li> <li>• Requested clarity regarding what franchise fees the City can expect to receive.</li> <li>• Requested that aesthetics be considered.</li> </ul>
Leonard Sanderson	1201 24 <sup>th</sup> Ave Ct	<ul style="list-style-type: none"> <li>• Asked for clarity regarding whether the cabling will be over or below ground.</li> <li>• The only revenue to be expected is pole attachment fees – everything else will be based on customer revenue.</li> <li>• Suggests closing the hearing.</li> </ul>

7:40 p.m. – Mayor Pro Tem Taylor closed the public hearing.

City Administrator Mukerjee said that staff will confirm the above-ground/underground confusion, whether this is truly a franchise agreement, and revenue expectations. It will be brought back to Council when clarified.

<b>Speaker</b>	<b>Address</b>	<b>Comments</b>
Leonard Sanderson	1201 24 <sup>th</sup> Ave Ct	Suggested that it's better to make this aboveground due to the new paving in the area of installation.

Discussion ensued regarding right-of-way permitting processes, direct and indirect costs to the City, potential revenue for the City, location of current fiber optic services in Milton, and the expected disruption during installation (2-3 days).

Return to Agenda Bill



**To:** Mayor Perry and City Council Members  
**From:** Subir Mukerjee, City Administrator  
 Lisa Tylor, Finance Director  
**Date:** May 13, 2013  
**Re:** **2013 Budget Amendment #2**

**ATTACHMENTS:** Ordinance No. 1822-13

**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing

**Recommendation/Action:** "I move to adopt the attached budget ordinance amending the 2013 Budget."

**Fiscal Impact/Source of Funds:** Outlined in budget ordinance.

**Issue:**

The attached ordinance would be the second amendment to the 2013 adopted budget. The first amendment, adopted on February 19, 2013, primarily served to adjust beginning fund balances from *projected* (as adopted) to *actual*. This amendment will provide additional adjustments to the adopted budget, for certain revenue and/or expenditure items approved by City Council to-date. These specific items are described in detail below. The "net adjustment" resulting from Budget Amendment #2 refers to the impact to the adopted ending fund balance (EFB).

Budget Amendment #2:

**General Fund**

Adjustment of \$164,693 (EFB decrease)

- ✓ Additional expenditures of \$13,900 for HVAC repairs at fire station
- ✓ Additional expenditures of \$1,025 for alarm monitoring/Fire Station
- ✓ Additional expenditures of \$12,976 for (1) seasonal employee-Parks/Facilities
- ✓ Additional expenditures of \$33,839 for City Visioning Project/Consultants
- ✓ Additional expenditures of \$20,000 for Comp. Plan Update/Consultants
- ✓ Additional expenditures of \$11,380 for fund's share of phone system upgrade
- ✓ Additional expenditures of \$2,000 for code publishing services
- ✓ Additional expenditures of \$5,228 for PC Emer. Mgmt. Svcs contract (not budgeted for)
- ✓ Additional expenditures of \$1,845 for RCC Dues (1/2 year, dues higher than budgeted)
- ✓ Reduced expenditures of \$12,000 for auditor fees (paid in 2012)
- ✓ Additional interfund transfer to Streets for LED Lights - \$17,500
- ✓ Additional interfund transfer to Streets to balance budget - \$25,000
- ✓ Additional interfund transfer to Community Events - \$7,000
- ✓ Eliminate interfund transfer from Strategic Reserve - \$25,000 (occurred 2012)

**Fire/EMS Fund**

Adjustment of \$849 (EFB increase)

- ✓ A slight reduction to the amount of the city's contract with East Pierce due to reduced assessed valuation (contract based on \$2/\$1,000 of AV)

**Street Fund**

Adjustment of \$21,239 (EFB increase)

- ✓ Additional expenditures of \$17,500 for LED Traffic Lights
- ✓ Additional expenditures of \$3,761 for fund's share of (1) seasonal employee
- ✓ Additional interfund Transfer-In of \$42,500 from the General Fund to accommodate above items and overall balancing of fund

⇒ Net adjustment to "General Fund" (General, Fire/EMS and Streets) = **\$142,605 (EFB decrease)**

**OTHER FUNDS:****Criminal Justice Fund**

Adjustment of \$40,000 (EFB decrease)

- ✓ Additional expenditures of \$40,000 for facility improvements (remodel of Library)

**Community Events Fund**

Net Adjustment of \$0

- ✓ Additional expenditures of \$3,800 for "general" community events items
- ✓ Additional expenditures of \$3,200 for OT Salary & Benefits related to events
- ✓ Additional interfund Transfer-In of \$7,000 from the General Fund to accommodate above items

**Electric Utility Fund**

Adjustment of \$3,900 (EFB decrease)

- ✓ Additional expenditures of \$3,900 for fund's share of phone system upgrade

**Water Utility Fund**

Adjustment of \$257,162 (EFB decrease)

- ✓ Additional expenditures of \$250,000 for unbudgeted bond project/Well
- ✓ Additional expenditures of \$3,762 for fund's share of (1) seasonal employee
- ✓ Additional expenditures of \$3,400 for fund's share of phone system upgrade

**Storm Water Operating Fund**

Adjustment of \$5,081 (EFB decrease)

- ✓ Additional expenditures of \$3,761 for fund's share of (1) seasonal employee
- ✓ Additional expenditures of \$1,320 for fund's share of phone system upgrade

**Storm Water Capital Fund**

Adjustment of \$157,850 (EFB decrease)

- ✓ Additional expenditures of \$157,850 for the purchase/financing of the Vector Truck. This purchase was included in the adopted 2013 budget, although at an inadequate level. The current actual cost is \$407,850, including sales tax. This purchase is to be offset by grant funds in the amount of \$137,000, leaving a balance \$270,850 required of city funds. The amount of city funds budgeted for was \$113,000, resulting in a budget shortfall of \$157,850

**CITY OF MILTON  
ORDINANCE 1822-13**

**AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON;  
AMENDING ORDINANCE NO. 1817-13 AMENDING THE ANNUAL  
BUDGET OF THE CITY OF MILTON FOR THE FISCAL YEAR  
ENDING DECEMBER 31, 2013; PROVIDING FOR SEVERABILITY;  
AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Milton City Council adopted the 2013 budget pursuant to Ordinance 1805-12; and

**WHEREAS**, on February 19, 2013 the Milton City Council amended Ordinance 1805-12 by adopting Ordinance 1817-13; and

**WHEREAS**, this adjustment will amend Ordinance 1817-13, adjusting the previously amended 2013 budget for all additions, deletions or corrections approved to-date by Council; and

**WHEREAS**, previous budget ordinances are being amended to reflect changes in order to stay in compliance with the State Auditor; **NOW THEREFORE**,

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

**Section 1.** The 2013 budget, as adopted through Ordinance 1805-12, and amended through Ordinance 1817-13, is hereby further amended as set forth below.

## 2013 Amended Budget, By Fund

FUND:	<i>Adopted 2/19/13</i>								
	2013 Adopted Beginning Fund Balance	2013 Adopted Ending Fund Balance	2013 Beginning Fund Balance Adjustments	2013 <b>Amend #1</b> Revenue Adjustments	2013 <b>Amend #1</b> Expend Adjustments	2013 <b>Amend #2</b> Revenue Adjustments	2013 <b>Amend #2</b> Expend Adjustments	2013 Amended Ending Fund Balance	
<b><u>General Government Funds -</u></b>									
General	\$ 606,497	\$ 723,802	\$ 121,957	(19,000)	1,600	(25,000)	(139,693)	\$ 663,666	
Fire/EMS	75,996	6,477	(17,943)	11,500	-	-	849	883	
<b><u>Special Revenue Funds -</u></b>									
Streets	64,705	25,686	(42,305)	-	-	42,500	(21,261)	4,620	
Strategic Reserve	802,819	807,819	9,560	-	-	-	-	817,379	
Drug Seizure	2,894	2,894	10,050	-	-	-	-	12,944	
Criminal Justice	196,614	169,824	57,279	-	-	-	(40,000)	187,103	
Community Events Fund	-	-	212	19,000	(13,100)	7,000	(7,000)	6,112	
Reserve Officers	3,303	3,303	806	-	-	-	-	4,109	
Muni. Cap. Improvement (REET1)	89,416	5,420	95,335	-	-	-	-	100,755	
Muni. Cap. Improvement (REET2)	75,471	87,471	95,271	-	-	-	-	182,742	
Traffic Impact Fees	17,357	20,357	(584)	-	-	-	-	19,773	
<b><u>Capital Improvement Funds:</u></b>									
Capital Improvement	697,857	420,560	47,213	-	-	-	-	467,773	
<b><u>Enterprise Funds -</u></b>									
Electric Utility	5,428,685	5,452,225	(866,620)	-	-	-	(3,900)	4,581,705	
Water Utility	2,634,528	2,420,725	355,285	-	-	-	(257,162)	2,518,848	
Storm Water Operations	916,308	878,020	(196,668)	-	-	-	(5,081)	676,271	
Storm Water Capital	661,568	619,223	34,947	-	-	-	(157,850)	496,320	
<b><u>Internal Service Funds -</u></b>									
Vehicle Repair & Maintenance	-	771	1,000	-	-	-	-	1,771	
	<b>\$ 12,274,018</b>	<b>\$ 11,644,577</b>	<b>\$ (295,206)</b>	<b>\$ 11,500</b>	<b>\$ (11,500)</b>	<b>\$ 24,500</b>	<b>\$ (631,098)</b>	<b>\$ 10,742,773</b>	

**Section 2. Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or Federal law or regulations, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 3. Effective Date.** This ordinance shall become effective and be in full force five (5) days after passage, approval, and publication as provided by law.

**PASSED AND APPROVED** at the regular meeting of the Council of the City of Milton, Washington, this 13th day of May, 2013.

---

Debra Perry, Mayor

Attest/Authenticated:

---

Lisa Tylor, Finance Director/City Clerk

Approved as to form:

---

Bio F. Park, City Attorney

Return to Agenda Bill

Date of Publication: May 17, 2013

Effective Date: May 22, 2013



To: Mayor Perry and City Council Members  
 From: City Administrator, Mukerjee  
 Date: May 13, 2013  
 Re: **Resolution Amending Court Contract**

**ATTACHMENTS:** A. Resolution with Amendment to Municipal Court Service Agreement relating to public defender costs.

**TYPE OF ACTION:**

Information Only  Discussion  Action  Expenditure Required:

**Recommendation/Action:** Move to pass the attached resolution authorizing the Mayor to execute an amendment to the agreement for municipal court services with the city of Puyallup.

**Previous Council Review:** Council retreat.

**Issue:** The attached amendment to the court services contract with the city of Puyallup will reduce the cost of public defender services.

**Discussion:** The current contract with the city of Puyallup has the cost of public defender services at a \$195 per case, which was based on Milton’s previous public defender contract.

Puyallup has retained a new public defender, and can provide this service to Milton at reduced costs, based on a fixed monthly charge of \$2,750 for the first 200 cases per month, and \$165 per case for cases above 200 per year. For those cases where the public defender has a ethical or legal conflict, the cost will be \$170/case.

The table below shows the anticipated cost savings, based on 230 public defender cases assigned to the public defender in 2012:

No. of Cases per year.	Current Contract at \$195/case	Proposed Rate \$2,750/month + \$165/case for over 200 cases/yr.	Cost Difference
200	\$39,000	\$33,000	<b>(\$6,000)</b>
230	\$44,850	\$37,950	<b>(\$6,900)</b>
250	\$48,750	\$41,250	<b>(\$7,500)</b>

This arrangement will save the city approximately \$7,000 per year, depending on the number of cases.

Passage of this amendment is recommended.

**CITY OF MILTON  
RESOLUTION NO. 13-1833**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MILTON, WASHINGTON;  
AMENDING THE AGREEMENT FOR MUNICIPAL COURT SERVICES BETWEEN THE CITY  
OF PUYALLUP AND THE CITY OF MILTON, WASHINGTON**

**Whereas**, city of Milton has an Agreement with the city of Puyallup for the provision of certain municipal court services; and

**Whereas**, the parties wish to execute an amendment attached hereto as Exhibit A, related to the appointment of a public defender.

**THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON DOES HEREBY RESOLVE AS  
FOLLOWS:**

The City Council hereby authorizes the Mayor to execute an amendment to the agreement with the City of Puyallup for municipal court services, substantially in the form attached hereto as Exhibit A.

**PASSED AND APPROVED** by the City Council of the City of Milton, Washington, at a regularly scheduled meeting this 13<sup>th</sup> day of May, 2013.

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

Attest:

\_\_\_\_\_  
Lisa Tylor, City Clerk

Return to Agenda Bill

Approved as to form:

\_\_\_\_\_  
By Bio Park, City Attorney

**EXHIBIT A**

**AMENDMENT #1  
TO**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PUYALLUP AND THE CITY  
OF MILTON FOR THE PROVIDING OF FACILITIES AND PERSONNEL FOR THE  
MUNICIPAL COURT OF MILTON**

THIS AMENDMENT amends that certain Agreement for Municipal Court Services between the **City of Milton** (“Milton”) and the **City of Puyallup** (“Puyallup”) effective January 1, 2013.

IN CONSIDERATION OF the terms and conditions set forth below, the parties agree to amend Section 6.2.1 Appointment of Public Defender Services of the Agreement for Municipal Court Services as follows:

**6.2.1 Appointment of Public Defender.** Milton shall pay Puyallup \$2,750 per month and \$165 for every appointment above 200 appointments per year of a regular public defender made by the Milton Municipal Court Judge or pro tem judge pertaining to a criminal misdemeanor or gross misdemeanor case filed in Milton Municipal Court. Milton shall pay Puyallup \$170 for every appointment that is made when the regular public defender handling Milton Municipal Court case assignments cannot accept a case assignment due to an ethical or legal conflict preventing representation of an indigent defendant. Appointments of conflict public defenders shall not count towards the aforementioned 200 appointments per year. This cost shall be for representation at bail hearings, pretrials, motions, trials, sentencing, and review/probation hearings.

Except as expressly amended herein all other provisions of the Agreement for Municipal Court Services entered into between the parties shall remain unchanged and in full force and effect.

**CITY OF MILTON**

\_\_\_\_\_  
By: Debra Perry  
Its: Mayor

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Tylor, City Clerk

\_\_\_\_\_  
Bio Park, City Attorney

**CITY OF PUYALLUP**

\_\_\_\_\_  
By: Bill McDonald  
Its: City Manager

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Arline, City Clerk

\_\_\_\_\_  
Steve Kirkelie, Deputy City Attorney

Return to Agenda Bill