



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

**August 12, 2013**  
**Monday**

**Next Ordinance: 1825-13**  
**Next Resolution: 13-1837**

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

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

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

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

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

**5. Consent Agenda**

A. Minutes – Approval of the minutes of:

- i. July 22, 2013 Special Meeting
- ii. August 5, 2013 Special Meeting

B. Claims Approval:

- i. Payroll Disbursements for 7/20/2013 in the amount of \$198,166.05.

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

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

Thank you.

- ii. Checks/vouchers numbered 54099-54178 in the amount of \$498,761.80.

**6. Public Hearing**

- A. Puget Sound Energy Franchise Agreement

**7. Regular Agenda**

- A. Approval of Phone System
- B. Park Name Change – Milton Community Park to Triangle Park
- C. Baker Land Purchase
- D. Traffic Study Recommendation

**8. City Administrator Report**

**9. Council Reports**

**10. Mayor's Report**

**11. Adjournment**

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

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

Thank you.

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

August 2013			
Mon 08/12	7:00 pm	Regular Meeting	A. Public Hearing - PSE Franchise Agreement B. Approval of Phone System C. Park Name Change – Milton Community Park to Triangle Park D. Baker Land Purchase E. Traffic Study Recommendation
Mon 08/19	7:00 pm	Regular Meeting	<b>**MEETING CANCELLED**</b>
September 2013			
Tue 09/03	7:00 pm	Study Session	A. Amendments to Various Land Use Codes B. New NPDES Permit for Stormwater C. Discussion on Drug Loitering, Stay Out of Drug Areas (SODA); Stay Out of Areas of Prostitution (SOAP) orders
Mon 09/09	7:00 pm	Regular Meeting	A. Proclamation - National Recovery Month B. Public Hearing - Approval of Solid Waste Contract & Ordinances Amending certain sections of the MMC related to Solid Waste C. 2 <sup>nd</sup> Public Hearing & Adoption of PSE Franchise Agreement F. Acceptance of Planning Grant from WA Dept. of Commerce D. Amendments to Building & Fire Codes E. Granting of Easement to DOE
Mon 09/16	7:00 pm	Regular Meeting	A. Amendments to Various Land Use Codes B. 2014 Revenue Estimates & Fee Schedule Changes C. Municipal Judge Contract D. Review of Commercial Parking Tax Code
Mon 09/30		No Council Meeting	Preliminary Budget Distributed to Council
October 2013			
Mon 10/07	7:00 pm	Study Session	A. Discussion on Activity Center Renovation Update B. General Fund Budget Review
Mon 10/14	7:00 pm	Regular Meeting	A. Public Hearing on Revenue Estimates B. Adoption of Tax Levy C. General Fund Budget Review (contd. If needed).
Mon 10/21	7:00 pm	Regular Meeting	A. 1 <sup>st</sup> Public Hearing - Budget B. Award Design Contract for Milton Way Sidewalk Project C. Study Session on Other Funds
November 2013			
Mon 11/04	7:00 pm	Study Session	A. Budget Study Session
Tue 11/12	7:00 pm	Regular Meeting	A. 2 <sup>nd</sup> Public Hearing B. Final Budget Review & Direction
Mon 11/18	7:00 pm	Regular Meeting	A. 3 <sup>rd</sup> & Final Public Hearing B. Budget Adoption
December 2013			
Mon 12/02	7:00 pm	Special Meeting/ Study Session	Adoption of Comprehensive Plan Amendments
Mon 12/09	7:00 pm	Regular Meeting	
Mon 12/16	7:00 pm	Regular Meeting	
January 2014			



*DRAFT CITY COUNCIL MINUTES*

---

**Special Meeting**  
**Monday, July 22, 2013**  
**6:30 p.m.**

**CALL TO ORDER**

Mayor Perry called the special meeting to order at 6:30 p.m.

**ROLL CALL:** Council Members present: Whalen, Jones, Taylor, Ott, Morton, Manley and Zaroudny

**STAFF PRESENT:** City Administrator Mukerjee, City Attorney Scott Snyder and Finance Director Lisa Tylor

Mayor Perry recessed the meeting and convened to Executive Session on labor negotiations with the Police Guild, not to last more than 60 minutes.

Mayor Perry adjourned the meeting at 7:27 p.m.

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

ATTEST:

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



**Special Meeting  
Monday, August 5, 2013  
7:00 p.m.**

**1. CALL TO ORDER**

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

**2. ROLL CALL:**

Council Members present: Whalen, Jones, Ott, Morton, Manley and Zaroudny.

**COUNCILMEMBER WHALEN MOVED**, seconded by Councilmember Jones, to excuse Mayor Pro-Tem Taylor. **Passed 6/0.**

**STAFF PRESENT:** City Administrator Mukerjee, Police Chief Rhoads, Public Works Director Neal, Finance Director Lisa Tylor, and Associate Planner Larson.

**3. BUSINESS ITEMS:**

**a. Annexation Petition – Clear Firs Development and the Sunridge Apartments**

Petitioners addressed the Council as follows:

Speaker	Address	Comments
Sushil Deodhar spoke on behalf of the petitioners. Others in attendance: Mike Smolko, Crystal Passeck and John Luton	6808 5 <sup>th</sup> St Ct E, Fife, WA	Presenting petition from 80% property owners. Currently feel disconnected, Share Milton's values and this is a logical extension of the city.

City Administrator Mukerjee and Police Chief Rhoads commented that although the annexation petition had 80% of signatures, in order to provide police service to the area, an additional officer would be needed, at an estimated first year cost of \$140,000, and an annual cost of \$106,000 in subsequent years. The anticipated tax revenues would be \$11,675. Based on the cost benefit analysis, the recommended action was that unless council was able to fund another police position and car, the annexation petition should be declined.

Councilmembers expressed appreciation for the petition and questioned why the city should not annex this area. Discussions centered around call volumes, both from this area and compared with other apartment complexes in the city; the concept of annexing based on a cost benefit analysis; and our high degree of responsibility to annex this area. Council acknowledged the burden it puts on the city, but said the obligation is greater.

Mike Smolko	Petitioner	Security is not an issue for the Sunridge manager, who has his own security.
-------------	------------	--

Council decided not to make any decisions until they received call volume data from the area, and Mayor Perry requested that Chief Rhoads bring the “SOAP and SODA” program to Council for review.

**b. Discussion on Survey Questionnaire for Comprehensive Plan Update**

The Mayor added this item to the agenda and asked that the Council review a draft survey questionnaire which was designed to get public feedback on the proposed comprehensive plan update. The survey would be available at Milton Days and also on the city’s website.

Council comments were that the questionnaire was too long, the answers would not provide good feedback, some of the questions were leading, etc. Some other comments were that survey questionnaires always include some questions that are somewhat ambiguous.

Jacquelyn Whalen	1605 13 <sup>th</sup> Ave	In 2006 she and other planning commissioners manned a booth at Milton Days and conducted a simple survey, which gave good information. This is an important process.
Leonard Sanderson	1201 24 <sup>th</sup> Ave Ct	Commented that the questions in the survey don’t offer the chance to express opinions.

The Mayor asked councilmembers to email their suggestions to Chris, and Chris would then go ahead with an abbreviated questionnaire.

**c. Taylor Street Paving Project – Design Contract**

This project is funded at a 90% level from TIB grants. Construction would most probably be next spring, unless we get some dry fall weather to do the project.

**COUNCILMEMBER WHALEN MOVED**, seconded by Councilmember Ott, to authorize the Mayor to enter into a contract with the consulting firm of KPG for engineering design for the Taylor Street Overlay Project for a cost not to exceed \$57,439.48. **Passed 6/0.**

**d. Electrical System Plan Update**

City Administrator Mukerjee and Public Works Director Neal went over the need to update the electrical systems plan and the proposed scope of work.

Council was supportive of doing the plan update, and the discussion centered on the ownership and cost of the substation.

Leonard Sanderson	1201 24 <sup>th</sup> Ave Ct	Provided a history of the substation, and suggested that if the cost of purchasing and maintaining the substation were too great, the City should consider selling the electric utility.
-------------------	------------------------------	--

Staff will bring back a formal action item at a later date.

**e. ADA Restrooms in Triangle Park**

City Administrator Mukerjee and Public Works Director Neal went over several examples of pre-fabricated park restrooms.

Council discussions included a preference for the bathroom style in Edgewood, a preference for the “Denali” type design, one stall each for male and female, stainless steel fixtures, no heating, installing skylights, security lighting, remote locking device, and low maintenance.

Staff will bring back a formal action item after formally receiving the state grant.

**The meeting was adjourned at 9:35 p.m.**

ATTEST:

---

Debra Perry, Mayor

---

Lisa Tylor, City Clerk

[Back to Agenda](#)



**Accounts Payable**  
**AP Checks by Date (For Council)**

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



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	Tylor Lisa	7/9/2013	001-14-514-230-43	62813	Fin/Mileage for WCIA Training	78.99
	<b>Tylor Lisa Total</b>					<b>78.99</b>
54099	AMSAN	7/9/2013	001-18-518-300-31	289906596	Fac/Supplies	740.76
	<b>AMSAN Total</b>					<b>740.76</b>
54100	Associated Petroleum Products	7/9/2013	403-34-534-500-32	0444182-IN	Water/Fuel	283.82
54100	Associated Petroleum Products	7/9/2013	401-32-533-500-32	0444182-IN	Elec/Fuel	283.82
54100	Associated Petroleum Products	7/9/2013	101-00-542-900-32	0444182-IN	Streets/Fuel	283.82
54100	Associated Petroleum Products	7/9/2013	001-76-576-600-32	0444182-IN	Parks/Fuel	283.82
	<b>Associated Petroleum Products Total</b>					<b>1,135.28</b>
54101	Brewster Carol	7/9/2013	001-00-362-400-00	62513	Building Rental Refund - Canceled	150.00
54101	Brewster Carol	7/9/2013	650-00-219-010-00	62513	Key Deposit Refund - Canceled Ren	50.00
54101	Brewster Carol	7/9/2013	650-00-219-010-00	62513	BuildingDeposit Refund - Canceled	200.00
	<b>Brewster Carol Total</b>					<b>400.00</b>
54102	CenturyLink	7/9/2013	001-19-528-800-42	61413	GF/Communications	104.65
54102	CenturyLink	7/9/2013	001-21-521-200-42	61413	Pol/Communications	1,428.05
	<b>CenturyLink Total</b>					<b>1,532.70</b>
54103	Chuckals	7/9/2013	403-34-534-500-31	746709-0	Water/Supplies	22.05
54103	Chuckals	7/9/2013	401-32-533-500-31	746709-0	Elec/Supplies	22.04
54103	Chuckals	7/9/2013	406-37-553-310-31	746709-0	Storm/Supplies	34.04
54103	Chuckals	7/9/2013	001-14-514-230-31	746688-0	Fin/Supplies	58.58
54103	Chuckals	7/9/2013	001-19-518-900-31	746611-0	GF/Supplies	45.25
54103	Chuckals	7/9/2013	401-30-533-110-31	746611-0	Elec/Supplies	45.25
54103	Chuckals	7/9/2013	403-30-534-110-31	746611-0	Water/Supplies	45.25
54103	Chuckals	7/9/2013	406-30-553-110-31	746611-0	Storm/Supplies	15.09
54103	Chuckals	7/9/2013	001-21-521-200-31	736102-0	Pol/Supplies	290.91
	<b>Chuckals Total</b>					<b>578.46</b>
54104	CLOWNS UNLIMITED INC	7/9/2013	116-79-573-901-41	228559	Milton Days/Zipline	3,133.19
	<b>CLOWNS UNLIMITED INC Total</b>					<b>3,133.19</b>
54105	Copy Wrights Inc	7/9/2013	403-34-534-550-49	79923	Water/Printing	8.75
	<b>Copy Wrights Inc Total</b>					<b>8.75</b>
54106	Craig C. Mike	7/9/2013	001-17-517-380-29	70513	Emp Benefits/Leoff	108.40
	<b>Craig C. Mike Total</b>					<b>108.40</b>
54107	Data Bar Incorporated	7/9/2013	401-30-533-110-49	202085	Elec/UB Statements	1,398.69
54107	Data Bar Incorporated	7/9/2013	403-30-534-110-49	202085	Wtr/UB Statements	1,159.89
54107	Data Bar Incorporated	7/9/2013	406-30-553-110-49	202085	Strm/UB Statements	852.86
54107	Data Bar Incorporated	7/9/2013	403-34-534-503-49	202085	Water/Insert Consumer Confidence	96.10
54107	Data Bar Incorporated	7/9/2013	401-30-533-110-49	202020	Elec/UB Past Dues	231.06
54107	Data Bar Incorporated	7/9/2013	403-30-534-110-49	202020	Wtr/UB Past Dues	191.60
54107	Data Bar Incorporated	7/9/2013	406-30-553-110-49	202020	Storm/UB Past Dues	140.89
	<b>Data Bar Incorporated Total</b>					<b>4,071.09</b>



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
54108	East Pierce Fire & Rescue District #22	7/9/2013	002-00-522-100-41	13-Jul	Fire Control Svc Agmnt AB 10-0	97,328.63
	<b>East Pierce Fire &amp; Rescue District #22 Total</b>					<b>97,328.63</b>
54109	Everson's Econo-Vac Inc.	7/9/2013	403-34-534-500-41	71166	Water/Prof Services	688.59
	<b>Everson's Econo-Vac Inc. Total</b>					<b>688.59</b>
54110	Fife Sand & Gravel	7/9/2013	403-34-534-500-47	24747	Water/Utilities Waste Disposal	252.36
	<b>Fife Sand &amp; Gravel Total</b>					<b>252.36</b>
54111	Fire King of Seattle Inc.	7/9/2013	403-34-534-500-31	896	Water/Supplies	21.70
54111	Fire King of Seattle Inc.	7/9/2013	101-00-542-900-31	896	Streets/Supplies	21.70
54111	Fire King of Seattle Inc.	7/9/2013	406-38-553-350-31	896	Storm/Supplies	21.69
54111	Fire King of Seattle Inc.	7/9/2013	403-34-534-500-31	881	Water/Supplies	14.19
54111	Fire King of Seattle Inc.	7/9/2013	101-00-542-900-31	881	Street/Supplies	14.19
54111	Fire King of Seattle Inc.	7/9/2013	406-38-553-350-31	881	Storm/Supplies	14.18
54111	Fire King of Seattle Inc.	7/9/2013	403-34-534-500-31	885	Water/Supplies	5.04
54111	Fire King of Seattle Inc.	7/9/2013	406-38-553-350-31	885	Storm/Supplies	5.05
54111	Fire King of Seattle Inc.	7/9/2013	101-00-542-900-31	885	Street/Supplies	5.04
	<b>Fire King of Seattle Inc. Total</b>					<b>122.78</b>
54112	HD Supply Power Solutions	7/9/2013	401-32-533-500-31	2301254-00	Elec/Supplies	448.02
54112	HD Supply Power Solutions	7/9/2013	401-32-533-500-31	2301325-00	Elec/Supplies	125.63
54112	HD Supply Power Solutions	7/9/2013	401-32-533-500-31	2295099-00	Elec/Supplies	236.30
	<b>HD Supply Power Solutions Total</b>					<b>809.95</b>
54113	HD Supply Waterworks Ltd.	7/9/2013	403-34-534-500-31	8098329	Water/Supplies	248.62
	<b>HD Supply Waterworks Ltd. Total</b>					<b>248.62</b>
54114	Heiman William	7/9/2013	650-00-218-010-00	62413	Key Deposit Refund rcpt# 368033 &	50.00
54114	Heiman William	7/9/2013	650-00-218-010-00	62413	Building Deposit Refund rcpt# 368C	200.00
	<b>Heiman William Total</b>					<b>250.00</b>
54115	INV-Long Pest Control Inc.	7/9/2013	001-18-518-300-41	01-0179157	Fac/Prof Services	152.07
	<b>INV-Long Pest Control Inc. Total</b>					<b>152.07</b>
54116	KIMBALL MIDWEST	7/9/2013	501-00-548-300-31	3024804	MP/Supplies	234.61
	<b>KIMBALL MIDWEST Total</b>					<b>234.61</b>
54117	Lloyd Enterprises	7/9/2013	001-76-576-600-47	170960	Parks/Utilities Waste Disposal	46.69
	<b>Lloyd Enterprises Total</b>					<b>46.69</b>
54118	Marsh Mundorf Pratt Sullivan & McKe	7/9/2013	401-31-533-100-41	60713	Elec/Prof Services	328.14
	<b>Marsh Mundorf Pratt Sullivan &amp; McKenzie Total</b>					<b>328.14</b>
54119	Occupational Medical Clinic	7/9/2013	001-18-518-300-41	62813	Fac/New Employee Drug Testing	17.00
54119	Occupational Medical Clinic	7/9/2013	001-76-576-600-41	62813	Parks/New Employee Drug Testing	17.00
	<b>Occupational Medical Clinic Total</b>					<b>34.00</b>
54120	Pease Ron	7/9/2013	001-17-517-380-29	70513	Emp Benefits/Leoff	4,005.51
	<b>Pease Ron Total</b>					<b>4,005.51</b>
54121	Petrich Marine	7/9/2013	116-79-573-901-45	8172013	Milton Days/Stage Rental	300.00
	<b>Petrich Marine Total</b>					<b>300.00</b>
54122	Pierce County Budget & Finance	7/9/2013	001-58-558-600-41	AR148233	Plan/GIS Data Request	120.00
54122	Pierce County Budget & Finance	7/9/2013	001-00-231-500-52	70513	Milton Court Remittance - July	198.67
	<b>Pierce County Budget &amp; Finance Total</b>					<b>318.67</b>
54123	Pierce County Community Newspaper	7/9/2013	001-13-513-100-49	3809	Admin/Meeting Notice	40.00
	<b>Pierce County Community Newspaper Group Total</b>					<b>40.00</b>
54124	Preferred Copier Systems	7/9/2013	001-13-513-100-48	12494	Admin/Copier Maintenance	18.78



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
54124	Preferred Copier Systems	7/9/2013	406-37-553-310-48	12494	Storm/Copier Maintenance	34.87
54124	Preferred Copier Systems	7/9/2013	403-33-534-100-48	12494	Wtr/Copier Maintenance	12.07
54124	Preferred Copier Systems	7/9/2013	401-31-533-100-48	12494	Elect/Copier Maintenance	12.07
54124	Preferred Copier Systems	7/9/2013	001-58-558-600-48	12494	Plng/Copier Maintenance	26.83
54124	Preferred Copier Systems	7/9/2013	101-00-542-900-48	12494	Street/Copier Maintenance	8.05
54124	Preferred Copier Systems	7/9/2013	001-24-558-500-48	12494	Bld/Copier Maintenance	29.50
54124	Preferred Copier Systems	7/9/2013	001-32-532-100-48	12494	Eng/Copier Maintenance	8.05
54124	Preferred Copier Systems	7/9/2013	001-18-518-300-48	12494	Fac/Copier Maintenance	2.68
54124	Preferred Copier Systems	7/9/2013	401-30-533-110-48	12494	Elect/Copier Maintenance	3.76
54124	Preferred Copier Systems	7/9/2013	403-30-534-110-48	12494	Wtr/Copier Maintenance	4.29
54124	Preferred Copier Systems	7/9/2013	001-19-518-900-48	12755	GF/Copier Maintenance	63.74
54124	Preferred Copier Systems	7/9/2013	401-30-533-110-48	12755	Elect/Copier Maintenance	61.74
54124	Preferred Copier Systems	7/9/2013	403-30-534-110-48	12755	Wtr/Copier Maintenance	51.79
54124	Preferred Copier Systems	7/9/2013	406-30-553-110-48	12755	Storm/Copier Maintenance	21.91
54124	Preferred Copier Systems	7/9/2013	001-21-521-200-48	12240	PD/Copier Maintenance	49.03
<b>Preferred Copier Systems Total</b>						<b>409.16</b>
54125	Puyallup City of	7/9/2013	001-12-512-500-51	AR109531	Ct/March Court Services (Pub Defe	2,843.78
54125	Puyallup City of	7/9/2013	001-12-512-500-51	AR109532	Ct/April Court Services (Public Defe	2,940.46
54125	Puyallup City of	7/9/2013	001-12-512-500-51	AR109530	Ct/Feb Court Services (Public Defer	2,695.00
54125	Puyallup City of	7/9/2013	001-12-512-500-51	AR109529	Ct/January Court Services (Public D	2,500.00
54125	Puyallup City of	7/9/2013	001-12-512-500-51	AR109533	Ct/May Court Services (Public Defe	3,169.11
54125	Puyallup City of	7/9/2013	001-21-523-600-51	AR109537	Pol/May Jail Services	3,185.00
<b>Puyallup City of Total</b>						<b>17,333.35</b>
54126	Rainier Lighting & Elec Supply	7/9/2013	401-32-533-500-31	309790-1	Elec/Supplies	1,409.07
<b>Rainier Lighting &amp; Elec Supply Total</b>						<b>1,409.07</b>
54127	Retail Lockbox Merchant Services	7/9/2013	001-14-514-230-49	926	Fin/2nd Quarter NSF Fees	35.00
<b>Retail Lockbox Merchant Services Total</b>						<b>35.00</b>
54128	Robinson Noble Saltbush Inc.	7/9/2013	403-99-594-100-63	13-555	Water/Water Test Drilling Project	2,447.25
<b>Robinson Noble Saltbush Inc. Total</b>						<b>2,447.25</b>
54129	Sensus Metering System	7/9/2013	401-32-533-500-31	ZZ14002550	Elec/Supplies	328.00
<b>Sensus Metering System Total</b>						<b>328.00</b>
54130	Shope Concrete Products Co.	7/9/2013	406-38-553-350-31	9940309	Storm/Supplies	682.66
<b>Shope Concrete Products Co. Total</b>						<b>682.66</b>
54131	Shred-it Western Washington	7/9/2013	001-21-521-200-41	101336623	Pol/Prof Serv	32.17
54131	Shred-it Western Washington	7/9/2013	001-14-514-230-41	101336623	Fin/Prof Serv	17.33
<b>Shred-it Western Washington Total</b>						<b>49.50</b>
54132	Skillings Connolly	7/9/2013	406-37-553-310-41	8371	Storm/Prof Services Regional Storn	25,531.44
<b>Skillings Connolly Total</b>						<b>25,531.44</b>
54133	Springbrook Software Inc	7/9/2013	401-30-533-110-31	INV25642	Elec/Monthly Web Payment Fees	423.20
54133	Springbrook Software Inc	7/9/2013	403-30-534-110-31	INV25642	Water/Monthly Web Payment Fee:	423.20
54133	Springbrook Software Inc	7/9/2013	406-30-553-110-31	INV25642	Storm/Monthly Web Payment Fees	211.60
<b>Springbrook Software Inc Total</b>						<b>1,058.00</b>
54134	Standard Parts Corporation (NAPA)	7/9/2013	501-00-548-300-31	272589	MP/Supplies	472.20
54134	Standard Parts Corporation (NAPA)	7/9/2013	501-00-548-300-31	272223	MP-Streets/Supplies	17.78
54134	Standard Parts Corporation (NAPA)	7/9/2013	501-00-548-300-31	272223	MP-Elec/Supplies	26.67
54134	Standard Parts Corporation (NAPA)	7/9/2013	501-00-548-300-31	272223	MP-Water/Supplies	26.68
54134	Standard Parts Corporation (NAPA)	7/9/2013	501-00-548-300-31	272223	MP-Storm/Supplies	17.78
54134	Standard Parts Corporation (NAPA)	7/9/2013	501-00-548-300-31	272425	MP-Streets/Supplies	1.79
54134	Standard Parts Corporation (NAPA)	7/9/2013	501-00-548-300-31	272425	MP-Elec/Supplies	2.69
54134	Standard Parts Corporation (NAPA)	7/9/2013	501-00-548-300-31	272425	MP-Water/Supplies	2.69
54134	Standard Parts Corporation (NAPA)	7/9/2013	501-00-548-300-31	272425	MP-Storm/Supplies	1.80
<b>Standard Parts Corporation (NAPA) Total</b>						<b>570.08</b>



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
54135	State Treasurer Washington	7/9/2013	001-00-231-500-52	70313	Milton Court Remittance - July	13,180.11
	<b>State Treasurer Washington Total</b>					<b>13,180.11</b>
54136	Swayze Lynell	7/9/2013	650-00-218-010-00	70313	Key Deposit Refund - Rcp #354047	50.00
54136	Swayze Lynell	7/9/2013	650-00-218-010-00	70313	Building Deposit Refund - Rcp #354	200.00
	<b>Swayze Lynell Total</b>					<b>250.00</b>
54137	Systems For Public Safety	7/9/2013	001-21-521-200-48	21858	Pol/Repair and Maintenance	1,655.28
54137	Systems For Public Safety	7/9/2013	001-21-521-200-48	21849	Pol/Repair and Maintenance	439.39
54137	Systems For Public Safety	7/9/2013	001-21-521-200-48	21969	Pol/Repair and Maintenance	149.91
54137	Systems For Public Safety	7/9/2013	001-21-521-200-48	21891	Pol/Repair and Maintenance	527.84
54137	Systems For Public Safety	7/9/2013	001-21-521-200-48	21820	Pol/Repair and Maintenance	294.22
	<b>Systems For Public Safety Total</b>					<b>3,066.64</b>
54138	Tacoma Screw Products Inc.	7/9/2013	401-32-533-500-31	13940354	Elec/Supplies	3.80
54138	Tacoma Screw Products Inc.	7/9/2013	501-00-548-300-31	13940222	MP/Supplies	15.08
54138	Tacoma Screw Products Inc.	7/9/2013	501-00-548-300-31	13940222	MP - Streets/Supplies	10.56
	<b>Tacoma Screw Products Inc. Total</b>					<b>29.44</b>
54139	Trident Water Works	7/9/2013	403-34-534-500-31	56476068.001	Water/Supplies	29.93
	<b>Trident Water Works Total</b>					<b>29.93</b>
54140	Unifirst Corporation	7/9/2013	401-32-533-500-22	3300906571	Elec/Uniforms	118.95
54140	Unifirst Corporation	7/9/2013	403-34-534-500-22	3300906571	Wat/Uniforms	10.82
54140	Unifirst Corporation	7/9/2013	001-18-518-300-22	3300906471	Fac/Uniforms	12.49
54140	Unifirst Corporation	7/9/2013	001-76-576-600-22	3300906471	Parks/Uniforms	28.17
54140	Unifirst Corporation	7/9/2013	501-00-548-300-22	3300906471	Motor Pool/Uniforms	29.04
54140	Unifirst Corporation	7/9/2013	101-00-542-900-22	3300906471	Streets/Uniforms	45.01
54140	Unifirst Corporation	7/9/2013	401-32-533-500-22	3300906471	Elec Maint/Uniforms	8.71
54140	Unifirst Corporation	7/9/2013	403-34-534-500-22	3300906471	Water Maint/Uniforms	94.38
54140	Unifirst Corporation	7/9/2013	406-38-553-350-22	3300906471	Storm/Uniforms	14.52
54140	Unifirst Corporation	7/9/2013	401-32-533-500-22	3300904731	Elec/Uniforms	118.95
54140	Unifirst Corporation	7/9/2013	403-34-534-500-22	3300904731	Wat/Uniforms	10.82
54140	Unifirst Corporation	7/9/2013	001-18-518-300-22	3300904624	Fac/Uniforms	10.22
54140	Unifirst Corporation	7/9/2013	001-76-576-600-22	3300904624	Parks/Uniforms	23.05
54140	Unifirst Corporation	7/9/2013	501-00-548-300-22	3300904624	Motor Pool/Uniforms	23.76
54140	Unifirst Corporation	7/9/2013	101-00-542-900-22	3300904624	Streets/Uniforms	36.83
54140	Unifirst Corporation	7/9/2013	401-32-533-500-22	3300904624	Elec Maint/Uniforms	7.13
54140	Unifirst Corporation	7/9/2013	403-34-534-500-22	3300904624	Water Maint/Uniforms	77.22
54140	Unifirst Corporation	7/9/2013	406-38-553-350-22	3300904624	Storm/Uniforms	11.88
54140	Unifirst Corporation	7/9/2013	403-34-534-500-22	3300902851	Wat/Uniforms	10.82
54140	Unifirst Corporation	7/9/2013	401-32-533-500-22	3300902851	Elec/Uniforms	118.95
54140	Unifirst Corporation	7/9/2013	001-18-518-300-22	3300902752	Fac/Uniforms	10.02
54140	Unifirst Corporation	7/9/2013	001-76-576-600-22	3300902752	Parks/Uniforms	22.61
54140	Unifirst Corporation	7/9/2013	501-00-548-300-22	3300902752	Motor Pool/Uniforms	23.31
54140	Unifirst Corporation	7/9/2013	101-00-542-900-22	3300902752	Streets/Uniforms	36.13
54140	Unifirst Corporation	7/9/2013	401-32-533-500-22	3300902752	Elec Maint/Uniforms	6.99
54140	Unifirst Corporation	7/9/2013	403-34-534-500-22	3300902752	Water Maint/Uniforms	75.76
54140	Unifirst Corporation	7/9/2013	406-38-553-350-22	3300902752	Storm/Uniforms	11.66
	<b>Unifirst Corporation Total</b>					<b>998.20</b>
54141	Univar USA Inc	7/9/2013	403-34-534-550-31	KT205218	Water/Supplies	10,733.10
	<b>Univar USA Inc Total</b>					<b>10,733.10</b>
54142	Unum Life Insurance	7/9/2013	001-17-517-381-46	61813	Emp Benefit Program/Leoff Prem	97.70
	<b>Unum Life Insurance Total</b>					<b>97.70</b>
54143	Water Management Laboratories	7/9/2013	403-34-534-550-41	121853	Water/Prof Services Water Testing	131.00
54143	Water Management Laboratories	7/9/2013	406-37-553-310-41	122230	Storm/Prof Services Water Testing	285.00
	<b>Water Management Laboratories Total</b>					<b>416.00</b>
	<b>7/9/2013 Total</b>					<b>195,602.87</b>
54144	Lakewood Escrow Inc.	7/16/2013	407-00-595-400-63	7162013	Earnest Money - 5th Ave Treatmen	1,000.00



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
<b>Lakewood Escrow Inc. Total</b>						<b>1,000.00</b>
<b>7/16/2013 Total</b>						<b>1,000.00</b>
54145	A WorkSAFE Service	7/23/2013	101-00-542-900-49	178050	Streets/Drug Test(s)	17.34
54145	A WorkSAFE Service	7/23/2013	403-33-534-100-49	178050	Water/Drug Test(s)	17.33
54145	A WorkSAFE Service	7/23/2013	406-37-553-310-49	178050	Storm/Drug Test(s)	17.33
<b>A WorkSAFE Service Total</b>						<b>52.00</b>
54146	Air Systems Inc.	7/23/2013	001-18-518-300-48	192681	Fac/Repair and Maintenance	1,296.94
<b>Air Systems Inc. Total</b>						<b>1,296.94</b>
54147	ALP Industries	7/23/2013	401-32-533-500-31	50057180	Elec/Supplies	50.39
<b>ALP Industries Total</b>						<b>50.39</b>
54148	AMSAN	7/23/2013	001-18-518-300-31	290264605	Fac/Supplies	194.96
<b>AMSAN Total</b>						<b>194.96</b>
54149	Bennett Margie	7/23/2013	001-00-347-620-00	71513	Key Deposit Refund - R#367480 Re	50.00
54149	Bennett Margie	7/23/2013	001-00-347-620-00	71513	Building Deposit Refund - R#367480	200.00
<b>Bennett Margie Total</b>						<b>250.00</b>
54150	CenturyLink	7/23/2013	001-19-528-800-42	71413	GF/Communications	105.60
54150	CenturyLink	7/23/2013	001-21-521-200-42	71413	Pol/Communications	105.59
<b>CenturyLink Total</b>						<b>211.19</b>
54151	Certified Laboratories	7/23/2013	501-00-548-300-31	1137744	MP/Supplies	345.29
<b>Certified Laboratories Total</b>						<b>345.29</b>
54152	CTEP	7/23/2013	116-79-573-901-45	61586	Milton Days/Fish Pond Rental	1,657.00
<b>CTEP Total</b>						<b>1,657.00</b>
54153	Data Bar Incorporated	7/23/2013	403-34-534-503-49	202124	Water/Printing Consumer Confider	1,214.34
<b>Data Bar Incorporated Total</b>						<b>1,214.34</b>
54154	Dell	7/23/2013	001-19-518-900-64	1013559022696	GF/Tax Server Extended Service Co	91.09
<b>Dell Total</b>						<b>91.09</b>
54155	Dept of Revenue WA State	7/23/2013	001-14-514-230-49	2709-2013-Qtr2	Fin/BLS CC Fees 2nd Qtr	120.47
<b>Dept of Revenue WA State Total</b>						<b>120.47</b>
54156	Fife City of	7/23/2013	401-30-533-110-41	143027	Elec/Prof Services - Admin	195.75
54156	Fife City of	7/23/2013	403-30-534-110-41	143027	Water/Prof Services - Admin	195.75
54156	Fife City of	7/23/2013	001-13-513-100-41	143027	Admin/Prof Services - Admin	913.50
54156	Fife City of	7/23/2013	001-58-558-600-41	143026	Plan/Prof Services Contract	4,322.88
54156	Fife City of	7/23/2013	001-21-528-600-51	143014	Pol/Monthly Dispatch Services	9,583.33
54156	Fife City of	7/23/2013	001-21-521-200-42	143009	Pol/Monthly Alarm Monitoring	19.95
<b>Fife City of Total</b>						<b>15,231.16</b>
54157	Fife Sand & Gravel	7/23/2013	403-34-534-500-31	24800	Water/Supplies	120.89
54157	Fife Sand & Gravel	7/23/2013	101-00-542-900-47	24800	Streets/Waste Disposal	80.50
54157	Fife Sand & Gravel	7/23/2013	403-34-534-500-47	24800	Water/Waste Disposal	93.00
<b>Fife Sand &amp; Gravel Total</b>						<b>294.39</b>
54158	Gray & Osborne Inc	7/23/2013	001-00-386-100-00	13498.00-1	Consultant Fees - Hamel Short Plat	281.27
54158	Gray & Osborne Inc	7/23/2013	403-73-594-500-61	13498.00-1	Water/Prof Services Birch Street Cr	414.81
54158	Gray & Osborne Inc	7/23/2013	001-58-558-600-41	13503.00-1	Prof Services Comp Plan GIS Assist	1,579.35
<b>Gray &amp; Osborne Inc Total</b>						<b>2,275.43</b>
54159	Hach Company	7/23/2013	403-34-534-550-48	8368782	Water/Repair and Maintenance	457.72
<b>Hach Company Total</b>						<b>457.72</b>
54160	Honey Bucket	7/23/2013	001-76-576-600-45	1-686601	Parks/Lease	171.33
<b>Honey Bucket Total</b>						<b>171.33</b>



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
54161	Island Productions	7/23/2013	116-79-573-901-41	70813	Milton Days/Prof Services	6,500.00
	<b>Island Productions Total</b>					<b>6,500.00</b>
54162	KPG	7/23/2013	001-58-558-600-41	68113	Plan/Prof Services	1,337.35
	<b>KPG Total</b>					<b>1,337.35</b>
54163	Marsh Mundorf Pratt Sullivan & McKe	7/23/2013	401-31-533-100-41	6	Elec/Prof Services Pierce County M	153.13
	<b>Marsh Mundorf Pratt Sullivan &amp; McKenzie Total</b>					<b>153.13</b>
54164	Mt. View-Edgewood Water Co.	7/23/2013	403-34-534-550-47	71513	Water/Utilities Interite Standby Ch	427.48
	<b>Mt. View-Edgewood Water Co. Total</b>					<b>427.48</b>
54165	News Tribune	7/23/2013	001-13-513-100-49	1387154	Admin/Meeting Notice	50.48
	<b>News Tribune Total</b>					<b>50.48</b>
54166	Oldcastle Precast Inc.	7/23/2013	401-32-533-500-31	10185408	Elec/Supplies	6,930.27
	<b>Oldcastle Precast Inc. Total</b>					<b>6,930.27</b>
54167	Pierce County Community Connection	7/23/2013	001-58-558-600-44	3779	Plan/Advertisement	80.00
	<b>Pierce County Community Connections Total</b>					<b>80.00</b>
54168	Pierce County Community Newspaper	7/23/2013	001-13-513-100-49	3877	Admin/Printing	600.00
	<b>Pierce County Community Newspaper Group Total</b>					<b>600.00</b>
54169	Professional Claims Intervention Servi	7/23/2013	001-17-517-670-41	3074	Emp Benefits/Claim Mgt Fee	1,000.00
	<b>Professional Claims Intervention Services Total</b>					<b>1,000.00</b>
54170	Robinson Noble Saltbush Inc.	7/23/2013	403-99-594-100-63	13-656	Water/Prof Services Deep Well Dril	687.89
	<b>Robinson Noble Saltbush Inc. Total</b>					<b>687.89</b>
54171	Secoma Fence Inc.	7/23/2013	403-34-534-500-48	9160	Water/Repair and Maintenance	902.55
	<b>Secoma Fence Inc. Total</b>					<b>902.55</b>
54172	Standard Parts Corporation (NAPA)	7/23/2013	501-00-548-300-31	277100	MP - Water/Supplies	40.35
54172	Standard Parts Corporation (NAPA)	7/23/2013	501-00-548-300-31	277100	MP - Streets/Supplies	28.82
54172	Standard Parts Corporation (NAPA)	7/23/2013	501-00-548-300-31	277100	MP - Storm/Supplies	28.83
54172	Standard Parts Corporation (NAPA)	7/23/2013	501-00-548-300-31	277100	MP - Elec/Supplies	17.29
54172	Standard Parts Corporation (NAPA)	7/23/2013	501-00-548-300-31	275998	MP - Parks/Supplies	102.99
	<b>Standard Parts Corporation (NAPA) Total</b>					<b>218.28</b>
54173	Systems For Public Safety	7/23/2013	001-21-521-200-48	21966	Pol/Repair and Maintenance	611.03
	<b>Systems For Public Safety Total</b>					<b>611.03</b>
54174	Timco Inc.	7/23/2013	403-34-534-500-31	240472	Water/Supplies	53.33
	<b>Timco Inc. Total</b>					<b>53.33</b>
54175	Unifirst Corporation	7/23/2013	401-32-533-500-22	3300910294	Elec/Uniforms	118.95
54175	Unifirst Corporation	7/23/2013	403-34-534-500-22	3300910294	Wat/Uniforms	10.82
54175	Unifirst Corporation	7/23/2013	001-18-518-300-22	3300910197	Fac/Uniforms	10.02
54175	Unifirst Corporation	7/23/2013	001-76-576-600-22	3300910197	Parks/Uniforms	22.61
54175	Unifirst Corporation	7/23/2013	501-00-548-300-22	3300910197	Motor Pool/Uniforms	23.31
54175	Unifirst Corporation	7/23/2013	101-00-542-900-22	3300910197	Streets/Uniforms	36.13
54175	Unifirst Corporation	7/23/2013	401-32-533-500-22	3300910197	Elec Maint/Uniforms	6.99
54175	Unifirst Corporation	7/23/2013	403-34-534-500-22	3300910197	Water Maint/Uniforms	75.76
54175	Unifirst Corporation	7/23/2013	406-38-553-350-22	3300910197	Storm/Uniforms	11.66
	<b>Unifirst Corporation Total</b>					<b>316.25</b>
54176	US Bank N.A. Custody	7/23/2013	001-14-514-230-49	71013	Fin/June Safekeeping Fees	38.00
	<b>US Bank N.A. Custody Total</b>					<b>38.00</b>
54177	Washington Tractor	7/23/2013	501-00-548-300-31	244524	MP - Water/Supplies	150.83
54177	Washington Tractor	7/23/2013	501-00-548-300-31	244524	MP - Streets/Supplies	351.95



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
54177	Washington Tractor	7/23/2013	501-00-548-300-31	244524	MP - Storm/Supplies	251.39
54177	Washington Tractor	7/23/2013	501-00-548-300-31	244524	MP - Elec/Supplies	251.39
<b>Washington Tractor Total</b>						<b>1,005.56</b>
54178	Williams Oil Filter Service	7/23/2013	501-00-548-300-31	76849	MP - Water/Supplies	68.94
54178	Williams Oil Filter Service	7/23/2013	501-00-548-300-31	76849	MP - Street/Supplies	49.24
54178	Williams Oil Filter Service	7/23/2013	501-00-548-300-31	76849	MP - Storm/Supplies	49.24
54178	Williams Oil Filter Service	7/23/2013	501-00-548-300-31	76849	MP - Elec/Supplies	29.55
<b>Williams Oil Filter Service Total</b>						<b>196.97</b>
<b>7/23/2013 Total</b>						<b>45,022.27</b>
0	Allen Sandra	7/30/2013	001-12-512-500-43	7102013	Spring Conference Reimbursement	171.75
0	Allen Sandra	7/30/2013	001-12-512-500-41	13-Jul	Ct/Judge Services	4,000.00
<b>Allen Sandra Total</b>						<b>4,171.75</b>
0	Bonneville PowerAdministration	7/30/2013	401-32-533-500-33	May13-PWR01	Elect/Power Bill	82,066.00
0	Bonneville PowerAdministration	7/30/2013	401-32-533-500-33	May13-TRN	Elect/Transmission Bill	19,970.00
<b>Bonneville PowerAdministration Total</b>						<b>102,036.00</b>
0	CIT Technology Fin. Serv.	7/30/2013	406-37-553-310-45	23496806	Storm/Copy Machine Lease	42.71
0	CIT Technology Fin. Serv.	7/30/2013	001-13-513-100-45	23496806	Admin/Copy Machine Lease	81.33
0	CIT Technology Fin. Serv.	7/30/2013	001-24-558-500-45	23496806	Build/Copy Machine Lease	40.67
0	CIT Technology Fin. Serv.	7/30/2013	001-32-532-100-45	23496806	Eng/Copy Machine Lease	4.04
0	CIT Technology Fin. Serv.	7/30/2013	001-58-558-600-45	23496806	Plan/Copy Machine Lease	40.67
0	CIT Technology Fin. Serv.	7/30/2013	101-00-542-900-45	23496806	Street/Copy Machine Lease	4.10
0	CIT Technology Fin. Serv.	7/30/2013	401-31-533-100-45	23496806	Elec/Copy Machine Lease	28.47
0	CIT Technology Fin. Serv.	7/30/2013	403-33-534-100-45	23496806	Water/Copy Machine Lease	42.71
0	CIT Technology Fin. Serv.	7/30/2013	001-19-518-900-45	23535258	GF/Copy Machine Lease	164.09
0	CIT Technology Fin. Serv.	7/30/2013	401-30-533-110-45	23535258	Elec/Copy Machine Lease	98.45
0	CIT Technology Fin. Serv.	7/30/2013	403-30-534-110-45	23535258	Wat/Copy Machine Lease	86.15
0	CIT Technology Fin. Serv.	7/30/2013	406-30-553-110-45	23535258	Storm/Copy Machine Lease	61.53
0	CIT Technology Fin. Serv.	7/30/2013	001-21-521-200-45	23496807	PD/Copy Machine Lease	158.79
<b>CIT Technology Fin. Serv. Total</b>						<b>853.71</b>
0	Comcast	7/30/2013	001-13-513-100-42	6152013	Admin/Monthly Trunk Lines	7.63
0	Comcast	7/30/2013	001-18-518-300-42	6152013	Fac/Monthly Trunk Lines	4.34
0	Comcast	7/30/2013	001-14-514-230-42	6152013	Fin/Monthly Trunk Lines	16.73
0	Comcast	7/30/2013	001-21-521-200-42	6152013	PD/Monthly Trunk Lines	152.25
0	Comcast	7/30/2013	001-32-532-100-42	6152013	Eng/Monthly Trunk Lines	3.81
0	Comcast	7/30/2013	001-76-576-600-42	6152013	Parks/Monthly Trunk Lines	10.54
0	Comcast	7/30/2013	401-32-533-500-42	6152013	Elec/Monthly Trunk Lines	82.12
0	Comcast	7/30/2013	403-34-534-500-42	6152013	Water/Monthly Trunk Lines	65.57
0	Comcast	7/30/2013	403-34-534-550-42	6152013	Water/Monthly Trunk Lines	10.88
0	Comcast	7/30/2013	406-38-553-350-42	6152013	Storm/Monthly Trunk Lines	33.52
0	Comcast	7/30/2013	001-24-558-500-42	6152013	Bld/Monthly Trunk Lines	11.96
0	Comcast	7/30/2013	101-00-542-900-42	6152013	Streets/Monthly Trunk Lines	23.38
0	Comcast	7/30/2013	501-00-548-300-42	6152013	MP/Monthly Trunk Lines	10.88
0	Comcast	7/30/2013	001-14-514-230-42	6072013	Fin/Internet/Phone Service	17.72
0	Comcast	7/30/2013	501-00-548-300-42	6072013	MP/Internet/Phone Service	11.51
0	Comcast	7/30/2013	101-00-542-900-42	6072013	Streets/Internet/Phone Service	24.74
0	Comcast	7/30/2013	406-38-553-350-42	6072013	Storm/Internet/Phone Service	35.48
0	Comcast	7/30/2013	403-34-534-550-42	6072013	Water/Internet/Phone Service	11.52
0	Comcast	7/30/2013	403-34-534-500-42	6072013	Water/Internet/Phone Service	69.39
0	Comcast	7/30/2013	401-32-533-500-42	6072013	Elec/Internet/Phone Service	86.92
0	Comcast	7/30/2013	001-32-532-100-42	6072013	Eng/Internet/Phone Service	4.04
0	Comcast	7/30/2013	001-76-576-600-42	6072013	Parks/Internet/Phone Service	11.15
0	Comcast	7/30/2013	001-24-558-500-42	6072013	Bld/Internet/Phone Service	12.67
0	Comcast	7/30/2013	001-21-521-200-42	6072013	PD/Internet/Phone Service	161.13
0	Comcast	7/30/2013	001-13-513-100-42	6072013	Admin/Internet/Phone Service	8.08
0	Comcast	7/30/2013	001-18-518-300-42	6072013	Fac/Internet/Phone Service	4.59
<b>Comcast Total</b>						<b>892.55</b>
0	Dept of L&I WA State	7/30/2013	001-00-231-500-11	Q3 072613	L & I Q3 Tax Payment	30,619.44



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
<b>Dept of L&amp;I WA State Total</b>						<b>30,619.44</b>
0	Dept of Licensing Firearms Section W/	7/30/2013	650-00-216-010-00	70213	Concealed Pistol License	150.00
0	Dept of Licensing Firearms Section W/	7/30/2013	650-00-216-010-00	70213	Concealed Pistol License	18.00
0	Dept of Licensing Firearms Section W/	7/30/2013	650-00-216-010-00	2012013	Concealed Pistol License	75.00
<b>Dept of Licensing Firearms Section WA State Total</b>						<b>243.00</b>
0	Dept of Revenue WA State	7/30/2013	401-31-533-100-53	11672966	Elect/Excise Tax	10,597.28
0	Dept of Revenue WA State	7/30/2013	403-33-534-100-53	11672966	Water/Excise Tax	9,284.53
0	Dept of Revenue WA State	7/30/2013	406-37-553-310-53	11672966	Storm/Excise Tax	1,176.68
0	Dept of Revenue WA State	7/30/2013	001-19-518-900-64	11672966	GF/Tax Owed Newegg	13.16
0	Dept of Revenue WA State	7/30/2013	001-19-518-900-64	11672966	GF/Tax Owed Checkout Software	52.50
0	Dept of Revenue WA State	7/30/2013	501-00-548-300-31	11672966	MP-Parks/Tax Owed Partstree.com	6.64
0	Dept of Revenue WA State	7/30/2013	001-21-521-200-31	11672966	PD/Tax Owed Amazon.com	3.06
0	Dept of Revenue WA State	7/30/2013	501-00-548-300-31	11672966	MP-Parks/Tax Owed Partstree.com	5.41
<b>Dept of Revenue WA State Total</b>						<b>21,139.26</b>
0	Discovery Benefits	7/30/2013	001-17-517-310-49	393733	Employee Benefits Program/FSA	11.70
<b>Discovery Benefits Total</b>						<b>11.70</b>
0	Kansas State Bank Gov Finance Dept	7/30/2013	406-38-594-790-66	60913	Storm/Payment #3 Vactor Truck	8,109.03
<b>Kansas State Bank Gov Finance Dept Total</b>						<b>8,109.03</b>
0	Lakehaven Utility District	7/30/2013	403-34-534-550-47	71713	Water/Utilities - Intertie Charge	793.38
<b>Lakehaven Utility District Total</b>						<b>793.38</b>
0	Lakewood Escrow Inc.	7/30/2013	407-00-595-400-63	71813	CP/5th Ave Stormwater Treatment	53,003.03
<b>Lakewood Escrow Inc. Total</b>						<b>53,003.03</b>
0	Milton - C/O RLI City of	7/30/2013	001-19-518-900-47	62113	GF/Utilities	227.22
0	Milton - C/O RLI City of	7/30/2013	001-18-518-300-47	62113	Fac/Utilities	46.33
0	Milton - C/O RLI City of	7/30/2013	001-21-521-200-47	62113	Pol/Utilities	270.78
0	Milton - C/O RLI City of	7/30/2013	001-24-558-500-47	62113	Bld/Utilities	60.68
0	Milton - C/O RLI City of	7/30/2013	001-73-569-500-47	62113	AC/Utilities	510.69
0	Milton - C/O RLI City of	7/30/2013	001-58-558-600-47	62113	Plan/Utilities	60.68
0	Milton - C/O RLI City of	7/30/2013	001-76-576-600-47	62113	Parks/Utilities	2,341.73
0	Milton - C/O RLI City of	7/30/2013	101-00-542-900-47	62113	Streets/Utilities	348.54
0	Milton - C/O RLI City of	7/30/2013	401-32-533-500-47	62113	Elec/Utilities	824.39
0	Milton - C/O RLI City of	7/30/2013	403-34-534-550-47	62113	Water/Utilities	4,493.42
0	Milton - C/O RLI City of	7/30/2013	406-38-553-350-47	62113	Storm/Utilities	207.74
<b>Milton - C/O RLI City of Total</b>						<b>9,392.20</b>
0	Ogden Murphy Wallace	7/30/2013	001-15-515-200-41	706650	Legal/Routine Services	3,222.00
0	Ogden Murphy Wallace	7/30/2013	001-15-515-200-41	706670	Legal/Routine Services	1,309.05
<b>Ogden Murphy Wallace Total</b>						<b>4,531.05</b>
0	Pierce County Sewer	7/30/2013	403-34-534-550-47	512923 0713	Wat/Utilities	11.83
0	Pierce County Sewer	7/30/2013	406-38-553-350-47	512923 0713	Storm/Utilities	17.76
0	Pierce County Sewer	7/30/2013	001-73-569-500-47	512842-0713	AC/Utilities	21.82
0	Pierce County Sewer	7/30/2013	001-19-518-900-47	512842-0713	GF/Utilities	14.55
0	Pierce County Sewer	7/30/2013	001-19-518-900-47	758965 0713	GF/Utilities	17.40
0	Pierce County Sewer	7/30/2013	001-18-518-300-47	512931 0713	Fac/Utilities	2.58
0	Pierce County Sewer	7/30/2013	001-21-521-200-47	512931 0713	Pol/Utilities	10.31
0	Pierce County Sewer	7/30/2013	001-24-558-500-47	512931 0713	Bld/Utilities	2.57
0	Pierce County Sewer	7/30/2013	001-58-558-600-47	512931 0713	PL/Utilities	2.58
0	Pierce County Sewer	7/30/2013	001-76-576-600-47	512931 0713	Parks/Utilities	2.58
0	Pierce County Sewer	7/30/2013	401-32-533-500-47	512931 0713	Elec/Utilities	12.88
0	Pierce County Sewer	7/30/2013	403-34-534-550-47	512931 0713	Wat/Utilities	10.31
0	Pierce County Sewer	7/30/2013	406-38-553-350-47	512931 0713	Storm/Utilities	7.73
0	Pierce County Sewer	7/30/2013	001-76-576-600-47	513431 0713	Parks/Utilities	36.37
0	Pierce County Sewer	7/30/2013	001-21-521-200-47	512923 0713	PD/Utilities	5.92
0	Pierce County Sewer	7/30/2013	401-32-533-500-47	512923 0713	Elec/Utilities	23.68
<b>Pierce County Sewer Total</b>						<b>200.87</b>



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	Puget Sound Energy	7/30/2013	001-73-569-500-47	6202013	AC/PSE Utility Bill	92.56
0	Puget Sound Energy	7/30/2013	403-34-534-550-47	6202013	Wtr/Electric Charges	142.90
	<b>Puget Sound Energy Total</b>					<b>235.46</b>
0	Shell Fleet Plus	7/30/2013	101-00-542-900-32	01-070513	Streets/Fuel	77.76
0	Shell Fleet Plus	7/30/2013	403-34-534-500-32	01-070513	Water/Fuel	155.51
0	Shell Fleet Plus	7/30/2013	406-38-553-350-32	01-070513	Storm/Fuel	77.76
0	Shell Fleet Plus	7/30/2013	101-00-542-900-32	03-070513	Street/Fuel	58.06
0	Shell Fleet Plus	7/30/2013	403-34-534-500-32	03-070513	Water/Fuel	116.11
0	Shell Fleet Plus	7/30/2013	406-38-553-350-32	03-070513	Storm/Fuel	58.06
0	Shell Fleet Plus	7/30/2013	403-34-534-550-32	4070513	Water/Fuel	282.54
0	Shell Fleet Plus	7/30/2013	401-32-533-500-32	05-070513	Elec/Fuel	144.97
0	Shell Fleet Plus	7/30/2013	403-34-534-500-32	05-070513	Water/Fuel	144.96
0	Shell Fleet Plus	7/30/2013	101-00-542-900-32	06-070513	Streets/Fuel	38.06
0	Shell Fleet Plus	7/30/2013	403-34-534-500-32	06-070513	Water/Fuel	76.12
0	Shell Fleet Plus	7/30/2013	406-38-553-350-32	06-070513	Storm/Fuel	38.05
0	Shell Fleet Plus	7/30/2013	101-00-542-900-32	07-070513	Streets/Fuel	29.74
0	Shell Fleet Plus	7/30/2013	403-34-534-500-32	07-070513	Water/Fuel	59.47
0	Shell Fleet Plus	7/30/2013	406-38-553-350-32	07-070513	Storm/Fuel	29.74
0	Shell Fleet Plus	7/30/2013	401-32-533-500-32	08-070513	Elec/Fuel	836.75
0	Shell Fleet Plus	7/30/2013	001-18-518-300-32	09-070513	Fac/Fuel	85.29
0	Shell Fleet Plus	7/30/2013	001-76-576-600-32	09-070513	Parks/Fuel	255.88
0	Shell Fleet Plus	7/30/2013	101-00-542-900-32	12-070513	Streets/Fuel	20.00
0	Shell Fleet Plus	7/30/2013	403-34-534-500-32	12-070513	Water/Fuel	40.00
0	Shell Fleet Plus	7/30/2013	406-38-553-350-32	12-070513	Storm/Fuel	20.00
0	Shell Fleet Plus	7/30/2013	406-38-553-350-32	42-070513	Storm/Fuel	23.80
0	Shell Fleet Plus	7/30/2013	101-00-542-900-32	42-070513	Street/Fuel	23.80
0	Shell Fleet Plus	7/30/2013	403-34-534-500-32	42-070513	Water/Fuel	47.58
0	Shell Fleet Plus	7/30/2013	001-21-521-200-32	17-070513	Pol/Fuel	215.99
0	Shell Fleet Plus	7/30/2013	406-37-553-310-32	32-070513	Storm/Fuel	49.52
	<b>Shell Fleet Plus Total</b>					<b>3,005.52</b>
0	Thomas Jeffrey	7/30/2013	403-34-534-500-43	71013	Water/Mileage Reimbursement - T	81.36
	<b>Thomas Jeffrey Total</b>					<b>81.36</b>
0	US Bank	7/30/2013	001-14-514-230-41	1127-070613	Fin/Prof Services - Surveymonkey	102.00
0	US Bank	7/30/2013	001-19-518-900-45	7590-070613	GF/Archive Storage Fees	110.00
0	US Bank	7/30/2013	001-19-518-900-64	7590-070613	GF/Computers - Dell	1,288.74
0	US Bank	7/30/2013	001-14-514-230-31	7590-070613	Fin/Supplies - Mesa Safe	135.00
0	US Bank	7/30/2013	001-13-513-102-49	7590-070613	Admin/Registration Credit - AWC	-350.00
0	US Bank	7/30/2013	001-58-558-603-49	1127-070613	Plan/Printing - Copy Wrights	10.94
0	US Bank	7/30/2013	001-58-558-600-41	1127-070613	Plan/Prof Services - Surveymonkey	102.00
0	US Bank	7/30/2013	001-21-521-201-49	6770-070613	Pol/Membership Dues Progressive	299.00
0	US Bank	7/30/2013	001-21-521-200-32	6770-070613	Pol/Fuel	217.99
0	US Bank	7/30/2013	001-21-521-200-41	6770-070613	Pol/Prof Services - Mobile Lock	2.50
0	US Bank	7/30/2013	001-21-521-200-43	6622-070613	Pol/Toll Bridge Fee - Training	5.00
0	US Bank	7/30/2013	001-11-511-600-43	7588-070613	Council/Travel Meal	7.75
0	US Bank	7/30/2013	001-11-511-600-43	7588-070613	Council/Travel Meal - Crows Nest	17.16
0	US Bank	7/30/2013	001-11-511-600-43	7588-070613	Council/Travel Meal - The Cottage	19.50
0	US Bank	7/30/2013	001-11-511-600-43	7588-070613	Council/Travel Lodging - Hilton	431.37
0	US Bank	7/30/2013	101-00-542-900-31	7647-070613	Streets/Supplies - Lowes	141.06
0	US Bank	7/30/2013	101-00-542-900-31	7647-070613	Streets/Supplies - Lowes	108.28
0	US Bank	7/30/2013	101-00-542-900-31	7647-070613	Streets/Supplies - Home Depot	174.06
0	US Bank	7/30/2013	001-21-521-200-48	6598-070613	Pol/Repair and Maintenance - Tahc	4.00
0	US Bank	7/30/2013	001-21-521-200-22	6598-070613	Pol/Uniforms - Blumenthal	54.49
0	US Bank	7/30/2013	001-21-521-200-32	6614-070613	Pol/Fuel	603.14
0	US Bank	7/30/2013	001-21-521-200-31	6614-070613	Pol/Supplies - Lowes	56.84
0	US Bank	7/30/2013	401-32-533-500-31	6655-070613	Elec/Supplies - Fastco	412.96
0	US Bank	7/30/2013	001-21-521-200-32	6630-070613	Pol/Fuel	306.98
0	US Bank	7/30/2013	001-21-521-200-31	6630-070613	Pol/Supplies - Ace	23.37
0	US Bank	7/30/2013	001-21-521-200-31	6630-070613	Pol/Supplies - Radioshack	21.87
0	US Bank	7/30/2013	001-13-513-100-43	6739-070613	Admin/Meal - Crocketts Public Hou	20.00



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	US Bank	7/30/2013	001-13-513-100-43	6739-070613	Admin/Meal - Crows Nest	10.12
0	US Bank	7/30/2013	001-13-513-100-43	6739-070613	Admin/Meal - Sandstone	22.49
0	US Bank	7/30/2013	001-13-513-100-43	6739-070613	Admin/Meal - The Cottage	19.53
0	US Bank	7/30/2013	001-13-513-100-32	6739-070613	Admin/Fuel	94.40
0	US Bank	7/30/2013	001-13-513-100-31	6739-070613	Admin/Supplies - Albertsons	77.26
0	US Bank	7/30/2013	001-13-513-100-31	6739-070613	Admin/Supplies - Safeway	13.53
0	US Bank	7/30/2013	001-21-521-200-32	4659-070613	Pol/Fuel	304.34
0	US Bank	7/30/2013	001-21-521-200-31	4659-070613	Pol/Supplies - Albertsons	32.50
0	US Bank	7/30/2013	001-19-518-900-36	6853-070613	GF/IT Equipment - Best Buy Change	142.34
0	US Bank	7/30/2013	001-14-514-230-32	6853-070613	Fin/Fuel	30.05
0	US Bank	7/30/2013	001-14-514-230-42	6853-070613	Fin/Postage - USPS	6.31
0	US Bank	7/30/2013	001-21-521-200-43	6671-070613	Pol/Meals for PD New Station Wor	115.53
0	US Bank	7/30/2013	001-21-521-200-32	6671-070613	Pol/Fuel	362.38
0	US Bank	7/30/2013	107-21-521-200-62	6671-070613	Pol/Supplies for New PD Station - L	202.60
0	US Bank	7/30/2013	107-21-521-200-62	6671-070613	Pol/Supplies for New PD Station - F	138.50
0	US Bank	7/30/2013	107-21-521-200-62	6671-070613	Pol/Credit Supplies for New PD Sta	-88.54
0	US Bank	7/30/2013	001-21-521-200-35	6671-070613	Pol/Equipment - Amazon	228.00
0	US Bank	7/30/2013	001-21-521-200-43	6671-070613	Pol/Meals for PD New Station Wor	61.38
0	US Bank	7/30/2013	107-21-521-200-62	6671-070613	Pol/Supplies for New PD Station - L	52.44
0	US Bank	7/30/2013	001-21-521-200-36	6887-070613	Pol/IT Supplies - Radioshack	21.87
0	US Bank	7/30/2013	001-21-521-200-32	6887-070613	Pol/Fuel	314.95
0	US Bank	7/30/2013	001-21-521-200-31	6887-070613	Pol/Supplies - Budget Battery	109.35
0	US Bank	7/30/2013	001-21-521-202-49	6887-070613	Pol/Training - Code 4	99.00
0	US Bank	7/30/2013	001-21-521-200-32	6747-070613	Pol/Fuel	302.21
0	US Bank	7/30/2013	001-21-521-200-35	6747-070613	Pol/Equipment - Orbring LLC	340.00
0	US Bank	7/30/2013	001-21-521-200-32	6622-070613	Pol/Fuel	438.57
0	US Bank	7/30/2013	001-21-521-200-31	6622-070613	Pol/Reimbursed by Employee	7.77
0	US Bank	7/30/2013	001-21-521-200-32	6416-070613	Pol/Fuel	488.71
0	US Bank	7/30/2013	001-21-521-200-32	8284-070613	Pol/Fuel	514.55
0	US Bank	7/30/2013	401-32-533-500-43	6895-070613	Elec/OT Meal Albertsons	18.02
0	US Bank	7/30/2013	401-32-533-500-42	6895-070613	Elec/Postage - UPS	14.65
0	US Bank	7/30/2013	401-32-533-500-31	6895-070613	Elec/Supplies - Lowes	82.91
0	US Bank	7/30/2013	401-32-533-500-31	6895-070613	Elec/Supplies - Home Depot	103.86
0	US Bank	7/30/2013	001-76-576-600-31	6838-070613	Elec/Supplies - Wilbur Ellis	464.29
0	US Bank	7/30/2013	001-76-576-600-31	6838-070613	Elec/Supplies - OReilly	6.55
0	US Bank	7/30/2013	001-76-576-600-31	6838-070613	Elec/Supplies - Harbor Freight	10.92
0	US Bank	7/30/2013	001-76-576-600-31	6838-070613	Elec/Supplies - Excel Company	57.89
0	US Bank	7/30/2013	001-18-518-300-31	6838-070613	Elec/Supplies - Milo's Locksmith	11.99
0	US Bank	7/30/2013	001-18-518-300-31	6838-070613	Elec/Supplies - Gates2U	110.49
0	US Bank	7/30/2013	001-18-518-300-31	6838-070613	Elec/Supplies - Evergreen	97.87
0	US Bank	7/30/2013	403-34-534-550-31	6820-070613	Elec/Supplies - Home Depot	14.28
0	US Bank	7/30/2013	001-76-576-600-42	6820-070613	Elec/Postage	1.75
0	US Bank	7/30/2013	101-00-542-900-42	6820-070613	Streets/Postage	3.50
0	US Bank	7/30/2013	403-34-534-500-42	6820-070613	Water/Postage	7.00
0	US Bank	7/30/2013	401-32-533-500-31	6820-070613	Elec/Postage - UPS	5.25
0	US Bank	7/30/2013	403-34-534-550-42	6820-070613	Water/Postage - UPS	101.51
0	US Bank	7/30/2013	403-34-534-550-31	6820-070613	Water/Supplies - Home Depot	52.24
0	US Bank	7/30/2013	403-34-534-500-35	4283-070613	Water/Equipment - Home Depot	154.40
0	US Bank	7/30/2013	101-00-542-900-22	4283-070613	Streets/Boots - Sunbird	66.67
0	US Bank	7/30/2013	403-34-534-500-22	4283-070613	Water/Boots - Sunbird	66.67
0	US Bank	7/30/2013	406-38-553-350-22	4283-070613	Storm/Boots - Sunbird	66.66
0	US Bank	7/30/2013	101-00-542-900-31	4283-070613	Street/Supplies - Home Depot	11.25
0	US Bank	7/30/2013	403-34-534-500-31	4283-070613	Water/Supplies - Home Depot	11.25
0	US Bank	7/30/2013	406-38-553-350-31	4283-070613	Storm/Supplies - Home Depot	11.25
0	US Bank	7/30/2013	401-32-533-500-43	6754-070613	Elec/Overtime Meal - Subway	38.95
0	US Bank	7/30/2013	501-00-548-300-31	6689-070613	MP-Fac/Supplies Credit - Ron Jones	-0.94
0	US Bank	7/30/2013	501-00-548-300-31	6689-070613	MP-Parks/Supplies Credit - Ron Jon	-0.94
0	US Bank	7/30/2013	501-00-548-300-31	6689-070613	MP-Parks/Supplies Partstree.com	57.66
0	US Bank	7/30/2013	501-00-548-300-31	6689-070613	MP/Supplies OReilly	91.62
0	US Bank	7/30/2013	501-00-548-300-35	6689-070613	MP/Equipment OReilly	131.26
0	US Bank	7/30/2013	501-00-548-300-35	6689-070613	MP-Streets/Equipment Evergreen	32.80
0	US Bank	7/30/2013	501-00-548-300-35	6689-070613	MP/Supplies - OReilly	77.32
0	US Bank	7/30/2013	501-00-548-300-35	6689-070613	MP-Parks/Supplies	28.14



Check #	Name	Payment Date	Account	Invoice #	Description	Amount
0	US Bank	7/30/2013	501-00-548-300-35	6689-070613	MP-Parks/Supplies	77.33
0	US Bank	7/30/2013	401-32-533-500-43	9197-070613	Elec/Overtime Meals - Sharis	81.92
0	US Bank	7/30/2013	401-32-533-500-43	9197-070613	Elec/Overtime Meals - Daves	104.12
0	US Bank	7/30/2013	401-32-533-500-43	9197-070613	Elec/Overtime Meals - Denny's	72.48
0	US Bank	7/30/2013	401-32-533-500-43	9197-070613	Elec/Overtime Meals - Elmers	85.28
0	US Bank	7/30/2013	401-32-533-500-31	9197-070613	Elec/Supplies - Home Depot	27.34
0	US Bank	7/30/2013	403-34-534-500-31	6432-070613	Water/Supplies - Home Depot	156.49
0	US Bank	7/30/2013	001-32-532-100-31	6713-070613	Eng/Supplies - Paypal	20.00
0	US Bank	7/30/2013	001-32-532-100-43	6713-070613	Eng/Travel - Alaska Airlines	169.80
0	US Bank	7/30/2013	001-21-521-200-32	6473-070613	Pol/Fuel	49.00
0	US Bank	7/30/2013	001-21-521-200-32	6531-070613	Pol/Fuel	209.65
0	US Bank	7/30/2013	001-24-558-500-32	6556-070613	Bld/Fuel	73.27
0	US Bank	7/30/2013	001-21-521-200-32	6598-070613	Pol/Fuel	176.24
0	US Bank	7/30/2013	107-21-521-200-62	6598-070613	Pol/Furniture - New Police Station	3,727.22
<b>US Bank Total</b>						<b>15,827.27</b>
0	Verizon Wireless	7/30/2013	001-13-513-100-42	9706097237	Admin/Verizon Charges	40.40
0	Verizon Wireless	7/30/2013	001-13-513-100-42	9706097237	Admin/Verizon Charges	56.06
0	Verizon Wireless	7/30/2013	001-32-532-100-42	9706097237	Eng/Verizon Charges	5.77
0	Verizon Wireless	7/30/2013	101-00-542-900-42	9706097237	Streets/Verizon Charges	17.31
0	Verizon Wireless	7/30/2013	101-00-542-900-42	9706097237	Streets/Verizon Charges	5.77
0	Verizon Wireless	7/30/2013	401-31-533-100-42	9706097237	Elect/Verizon Charges	17.31
0	Verizon Wireless	7/30/2013	401-32-533-500-42	9706097237	Elect/Verizon Charges	57.71
0	Verizon Wireless	7/30/2013	403-33-534-100-42	9706097237	Wtr/Verizon Charges	17.31
0	Verizon Wireless	7/30/2013	403-34-534-500-42	9706097237	Wtr/Verizon Charges	28.86
0	Verizon Wireless	7/30/2013	406-37-553-310-42	9706097237	Storm/Verizon Charges	11.54
0	Verizon Wireless	7/30/2013	406-38-553-350-42	9706097237	Storm/Verizon Charges	11.54
0	Verizon Wireless	7/30/2013	001-21-521-200-42	9706097237	PD/Verizon Charges	600.18
0	Verizon Wireless	7/30/2013	118-21-521-230-42	9706097237	PD-Reserves/Verizon Charges	122.41
0	Verizon Wireless	7/30/2013	001-21-521-200-42	9706097237	PD/Verizon Charges	514.90
0	Verizon Wireless	7/30/2013	401-30-533-110-42	9706097237	Elect/Verizon Charges	30.83
0	Verizon Wireless	7/30/2013	403-30-534-110-42	9706097237	Wtr/Verizon Charges	33.00
0	Verizon Wireless	7/30/2013	406-30-553-110-42	9706097237	Storm/Verizon Charges	5.19
0	Verizon Wireless	7/30/2013	403-34-534-500-42	9706097237	Wtr/Verizon Charges	20.02
0	Verizon Wireless	7/30/2013	401-32-533-500-42	9706097237	Elec/Verizon Charges	20.03
0	Verizon Wireless	7/30/2013	001-14-514-230-42	9706097237	Fin/Verizon Charges	30.01
0	Verizon Wireless	7/30/2013	001-73-569-500-42	9706216177	ACVerizon Charges	3.35
0	Verizon Wireless	7/30/2013	401-30-533-110-42	9706216177	Elec/Verizon Charges	4.74
0	Verizon Wireless	7/30/2013	403-30-534-110-42	9706216177	Water/Verizon Charges	4.88
0	Verizon Wireless	7/30/2013	406-30-553-110-42	9706216177	Storm/Verizon Charges	4.74
0	Verizon Wireless	7/30/2013	001-24-558-500-42	9706216177	Bld/Verizon Charges	14.35
0	Verizon Wireless	7/30/2013	406-37-553-310-42	9706216177	Storm/Verizon Charges	16.73
0	Verizon Wireless	7/30/2013	501-00-548-300-42	9706216177	MP/Verizon Charges	14.35
0	Verizon Wireless	7/30/2013	001-24-558-500-42	9706216177	Bldg/Verizon Charges	2.18
0	Verizon Wireless	7/30/2013	401-30-533-110-42	9706373777	Elec/Verizon Charges	19.51
0	Verizon Wireless	7/30/2013	403-30-534-110-42	9706373777	Water/Verizon Charges	19.51
0	Verizon Wireless	7/30/2013	001-18-518-300-42	9706216177	Fac/Verizon Charges	4.36
0	Verizon Wireless	7/30/2013	001-32-532-100-42	9706216177	Eng/Verizon Charges	2.18
0	Verizon Wireless	7/30/2013	001-76-576-600-42	9706216177	Parks/Verizon Charges	14.11
0	Verizon Wireless	7/30/2013	101-00-542-900-42	9706216177	Streets/Verizon Charges	34.91
0	Verizon Wireless	7/30/2013	401-32-533-500-42	9706216177	Elect/Verizon Charges	98.92
0	Verizon Wireless	7/30/2013	403-34-534-500-42	9706216177	Wtr/Verizon Charges	72.02
<b>Verizon Wireless Total</b>						<b>1,976.99</b>
<b>Grand Total</b>						<b>498,748.71</b>
0	Verizon Wireless	7/30/2013	406-38-553-350-42	9706216177	Storm/Verizon Charges	8.73
0	Verizon Wireless	7/30/2013	401-31-533-100-42	9706216177	Elect/Verizon Charges	2.18
0	Verizon Wireless	7/30/2013	403-33-534-100-42	9706216177	Wtr/Verizon Charges	2.18
<b>7/30/2013 Total</b>						<b>257,136.66</b>
<b>Grand Total</b>						<b>498,761.80</b>

Back to Voucher Sheet





To: Mayor Perry and City Councilmembers  
From: Public Works Director Neal  
Date: August 12, 2013 Regular Meeting  
Re: **PSE Franchise – Public Hearing**

---

**ATTACHMENTS:** A. Newly negotiated franchise agreement

---

**TYPE OF ACTION:**

Information Only  Discussion  Action  Expenditure Required:

**Recommendation/Action:**

No action is required at this time. The franchise agreement will come back to Council at a later date for formal adoption.

**Fiscal Impact/Source of Funds:** NA

---

**Previous Council Review:** In January of 2012, Council approved by ordinance an extension of the existing PSE franchise to allow staff time to complete negotiations of a new franchise agreement with PSE.

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

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

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

As negotiated, the franchise agreement takes into account all recent legislation regarding utility rights and municipal legislative authority. The provisions have been set for an initial 15 year agreement term, with the option to renew for an additional 10 year term. Many of the requirements and conditions in this document are standard practice

and can be found in any one of numerous recently adopted franchise agreements in the Puget Sound area.

According to RCW 35A.47.040:

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

Therefore, no action is required at this time. The ordinance granting PSE franchise in Milton will return to Council for a second review, in compliance with the above RCW, at a later date for approval.

ORDINANCE NO. \_\_\_\_\_

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

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

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

**NOW, THEREFORE, THE CITY OF MILTON DOES ORDAIN:**

**Section 1. Definitions.**

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

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

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

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

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

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

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

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

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

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

## **Section 2. Grant of Authority.**

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

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

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

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

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

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

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

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

### **Section 3. Term.**

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

#### **Section 4. Assignment and Transfer of Franchise.**

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

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

#### **Section 5. Compliance with Laws and Standards.**

5.1 In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and, subject to Section 5.2 and 5.3 below, comply with all applicable laws of any governmental entity with jurisdiction. This shall include, subject to Section 5.2 and 5.3 below, all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee, including any regulations adopted by Grantor.

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

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

#### **Section 6. Construction and Maintenance.**

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

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

6.3 All Construction and/or Maintenance work shall be performed in conformity with (subject to Section 6.2 above) the applicable conditions and requirements of the permit(s) issued

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

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

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

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

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

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

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

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

### **Section 7. Operations and Maintenance.**

Grantee shall Operate and Maintain the Facilities in the Franchise Area in full compliance with the applicable provisions of all federal, state and, subject to Section 5, local laws, regulations and standards, as now enacted or hereafter amended or adopted.

### **Section 8. Reservation of Easement in Event of Vacation.**

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

### **Section 9. Emergency Response.**

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

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

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

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

## **Section 10. Relocation.**

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

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

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

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

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

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

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

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

### **Section 11. Removal or Decommissioning in Place**

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

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

### **Section 12. Violations, Remedies and Termination.**

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

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

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

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

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

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

### **Section 13. Dispute Resolution.**

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

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

other party shall have the option of selecting the mediator from those mediators remaining on the list. Any expenses incidental to mediation shall be borne equally by the parties.

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

#### **Section 14. Indemnification.**

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

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

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

expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election, as it pertains to Grantee's responsibility to indemnify, defend and hold harmless the Grantor, its agents, officers or employees.

## **Section 15. Insurance and Bond Requirements.**

15.1 During the term of this Franchise, Grantee shall provide and maintain, at its own cost, general liability insurance in the minimum amount of \$2,000,000 for each occurrence, in a form and with a carrier reasonably acceptable to the Grantor, to cover any and all insurable liability, damage, claims and loss as set forth in Section 14.1 above, and, to the extent such coverage is reasonably available in the commercial marketplace, all liability, damage, claims and loss as set forth in Section 14.2 above, except for liability for fines and penalties for violation of environmental laws as otherwise provided below. Insurance coverage shall include, but is not limited to, all reasonable defense costs. Such insurance may include, but is not limited to, pollution liability coverage, at a minimum covering liability from sudden and accidental occurrences, subject to time element reporting requirements, and such other applicable pollution coverage as is reasonably available in the commercial marketplace.

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

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

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

## **Section 16. Costs.**

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

16.2 Within thirty days of the execution of this Franchise or thirty days after the costs recoverable by the City under Section 16.1 are incurred, whichever is later, Grantor shall provide Grantee with an invoice for the costs recoverable by the City under Section 16.1 and Grantee shall pay those costs within 30 days of receipt of the invoice.

## **Section 17. Legal Relations.**

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

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

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

## **Section 18. Miscellaneous.**

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

18.2 This Franchise is subject to the provisions of any applicable tariff on file with the Washington Utilities and Transportation Commission or its successor. In the event of any

conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

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

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

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

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

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

Notices shall be directed to the parties as follows:

To the Grantor:

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

To Grantee:

Puget Sound Energy, Inc.  
Attn: Municipal Liaison Manager  
3130 S. 38<sup>th</sup> St  
Tacoma, WA 98409

with a copy to:

Puget Sound Energy, Inc.  
Attn: General Counsel  
P.O. Box 90868  
Bellevue, WA 98009-0868

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

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

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

18.11 The Effective Date of this Franchise shall be the \_\_\_\_ day of \_\_\_\_, 2013, after passage, approval and legal publication of the Ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided.

PASSED BY CITY COUNCIL this \_\_\_\_ day of \_\_\_\_, 2013.

\_\_\_\_\_  
Clerk

APPROVED by me this \_\_\_\_ day of \_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Office of the City Attorney

Date of Publication:

UNCONDITIONAL ACCEPTANCE BY GRANTEE:

I, the undersigned official of \_\_\_\_\_ (insert name of Grantee), am authorized to bind \_\_\_\_\_ (insert name of Grantee) and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. 1825-13), which are hereby accepted by \_\_\_\_\_ (insert name of Grantee) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

(insert name of Grantee)

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

Name: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public in and for the State of Washington

My commission expires \_\_\_\_\_

Received on behalf of the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Name: \_\_\_\_\_

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



**To:** Mayor Perry and City Council Members  
**From:** Subir Mukerjee, City Administrator  
Lisa Tylor, Finance Director  
**Date:** August 12, 2013  
**Re:** **Phone System Upgrade & Selection of New Provider**

---

**ATTACHMENTS:** Comparative cost analysis and recommendation following thorough review of bids provided.

---

**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing

**Recommendation/Action:** “I move to authorize the Mayor to enter into a contract with CMIT Solutions of Tacoma as provider of VOIP phone services”.

**Fiscal Impact/Source of Funds:** The monthly cost of citywide phone service will continue to be split equitably between the General Fund and the three separate utility funds.

---

**Issue:**

Included in the second budget amendment of 2013 (approved May 13, 2013) was the authority to expend up to \$20,000 for the purposes of upgrading the city’s phone system. The attached worksheet summarizes the results and comparative costs associated with the top three bids, including our current provider, **Comcast**. Throughout the review process, the primary goals of staff were as follows:

- Replace and/or upgrade hardware to align with current technology
- Replace current equipment that is no longer functional
- Transition from a “traditional” land-line phone system to “*VOIP*”, or voice over internet protocol.
- Insure that dependability, reliability and support is guaranteed with whichever provider is chosen.
- Accomplish the above goals while at the same time remaining cost-effective.

We compared multiple vendors, narrowing the final analysis to three. A comparison of vendor bids is shown on the attached spreadsheet. Following the upgrade, the annual cost will show an increase over the current provider (Comcast), although less than our previous provider (Integra). The recommendation of staff, after thorough review and analysis, is to enter into a contract with CMIT Solutions of Tacoma as our new provider of a hosted VOIP phone system. It has been determined that this will allow the city to implement a “technologically current” system, in addition to being assured quality, reliability and support. Entering into a contract at this time will also allow the implementation to begin in the newly remodeled police facility.

Any additional funds remaining of the \$20,000 authorized will be used to purchase other technology/communication needs of the city. Examples of such items may be an additional email/Exchange server, replacement computers, various routers (as needed), or other similar equipment that may be required before the end of the fiscal year.

**CITYWIDE PHONE SYSTEM UPGRADE**  
**Moving from a traditional system to VOIP\***

	Monthly Cost	Annual Cost
<b>Prior Year</b> Cost, citywide phone services <b>INTEGRA</b>	\$ 1,545	\$ 18,540
<b>Current Year</b> Cost, citywide phone services <b>COMCAST</b>	\$ 433	\$ 5,196

	Monthly Costs:			Annual Costs:		
	COMCAST	GLOBALINX	CMIT / JIVE	COMCAST	GLOBALINX	CMIT / JIVE
<b>PROPOSED COSTS, Upgraded Phone System</b>						
New "Hosted" Phone Service	\$ 1,993	\$ 1,210	\$ 1,439	\$ 23,915	\$ 14,525	\$ 17,271
Reduction - ability to eliminate some current lines	(433)	(164)	(403)	(5,196)	(1,969)	(4,836)
Net Proposed Monthly Cost	\$ 1,560	\$ 1,046	\$ 1,036	\$ 18,719	\$ 12,557	\$ 12,435
One-Time cost for hardware replacement - desk phones, conference call unit, etc.				\$ 858	\$ 1,955	\$ 2,225
<b>TOTAL PROPOSED ANNUAL COST</b>				<b>\$ 19,577</b>	<b>\$ 14,512</b>	<b>\$ 14,660</b>

Recommendation  
↓

Analysis:	Monthly Costs			Annual Costs		
Additional (Cost) / Savings over Prior year (Integra)	\$ (15)	\$ 499	\$ 509	\$ (179)	\$ 5,983	\$ 6,105
Additional (Cost) / Savings over Current year (Comcast)	\$ (1,127)	\$ (613)	\$ (603)	\$ (13,523)	\$ (7,361)	\$ (7,239)

**Estimated 5-Year Costs: \$ 94,452 \$ 64,739 \$ 64,400**

Back to Agenda Bill



To: Mayor Perry and City Council Members  
From: City Administrator, Mukerjee  
Public Works Director, Neal  
Date: August 12, 2013  
Re: **Park Name Change: “Milton Community Park” to “Triangle Park”**

---

**ATTACHMENTS:** A. Resolution Changing Park Name  
B. Examples of signs

---

**TYPE OF ACTION:**

Information Only  Discussion  Action  Expenditure Required:

**Recommendation/Action:** Move to approve the attached resolution changing the name of “Milton Community Park” to “Triangle Park.”

**Fiscal Impact/Source of Funds:** The cost of two new signs will be approximately between \$500 and \$7,000 depending on the size, style and materials.

---

**Previous Council Review:** NA

**Issue:** Officially change the park name to Triangle Park.

**Discussion:** The name of the 10-acre community park bounded by Milton Way, 15<sup>th</sup> Avenue and Oak Street is commonly known as “Triangle Park.” However, the official name of this park is “Milton Community Park.”

The name change was discussed when the City Council considered the proposed World Trade Center Memorial which is proposed to be located in the park.

At its July 2013 meeting, the Parks Board recommended that the name of this park be officially changed to “Triangle Park.”

There are two park name signs that will need to be replaced. The sign closer to 15<sup>th</sup> Avenue could be changed in conjunction with the construction of the WTC Memorial. The sign closer to Kemper Park would need to be changed at this time.

The cost for replacement signs depend on size, style and materials. Approximate costs are: \$250 for a plywood sign, \$1,000 for cedar, \$2,200 for bronze on granite base, carved stone \$3,500.

**CITY OF MILTON  
RESOLUTION NO. 13-1836**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MILTON, WASHINGTON;  
CHANGING THE NAME OF “MILTON COMMUNITY PARK” TO “TRIANGLE  
PARK.”**

**WHEREAS**, “Milton Community Park” is commonly known as “Triangle Park,” and

**WHEREAS**, the Parks Board has recommended that the name of this park be officially changed to “Triangle Park.”

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

The name of the 10-acre community park bounded by Milton Way, 15<sup>th</sup> Avenue and Oak Street is hereby changed from “Milton Community Park” to “Triangle Park.”

**PASSED AND APPROVED** by the City Council of the City of Milton, Washington, at a regularly scheduled meeting this 12<sup>th</sup> day of August, 2013.

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

Attest:

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

Back to Agenda Bill





Back to Agenda Bill



To: Mayor Perry and City Councilmembers  
From: Public Works Director Neal  
Date: August 12, 2013 Regular Meeting  
Re: Sale of Property at 20<sup>th</sup> Avenue Reservoir Site

- 
- ATTACHMENTS:**
- A. Record of Survey (partial copy)
  - B. Easement Exhibit
  - C. Property value worksheet
  - D. Exhibit of Purchase Area
- 

**TYPE OF ACTION:**

Information Only       Discussion       Action       Expenditure Required:

**Recommendation/Action:**

“I move to approve the property transaction as conceptually represented, and authorize staff to proceed with the next steps outlined herein.”

**Fiscal Impact/Source of Funds:** The sale of this strip of property would provide a one-time source of income to the City of a minor amount (refer to Attachment C), and increase the property value of Lot 7 thereby increasing the taxes paid to the City.

---

**Previous Council Review:** December 11, 2006

**Issue:** A Milton citizen is interested in purchasing from the City a small strip of property located at the east portion of the 20<sup>th</sup> Avenue reservoir site that lies outside the perimeter chain link fence.

**Background:** In 2006, Mr. Brock Baker contacted the Public Works Department questioning the location of the property line to the east of the City’s 20<sup>th</sup> Avenue water reservoir. Since staff had no accurate information regarding the property boundaries, Gray & Osborne completed a record of survey for the parcel (a partial copy is attached as Attachment A).

As the record of survey shows, the fence surrounding the 20<sup>th</sup> Avenue water reservoir is not actually on the east property line. There is a strip of property, ranging from 26.7’ wide to 30.0’ wide, that belongs to the City yet lies outside the fence boundary. The other side of the east fence boundary is Mr. Baker’s property, referred to on the record of survey as Lot 7 of the Plat of Emerald Estates.

Mr. Baker expressed interest in purchasing the property outside of the fence, directly adjacent to his lot, for the purpose of improving his property and possibly including the construction of a new detached garage. (See Attachment D)

This subject was brought forward to Council at its December 7, 2006 study session, where no objections were voiced. Although a determination of value was subsequently agreed upon and a Purchase and Sale Agreement was drafted, the downturn in the economy led to this project being put on an indefinite "hold" by the Bakers.

The Bakers have recently approached City staff with a desire to move forward with the property transaction as originally developed. The water tank property is valued at \$2.98/SF as of October 2012. As outlined in Attachment C, the net result of the property transfer and the easements would be approximately \$9,800 in the City's favor (as of October 2012). That amount is split in half to account for reduction in maintenance costs on the City's side, and additional maintenance costs on the part of the Bakers.

**Discussion:** This portion of property is outside the fenced perimeter of the water tank site and is not currently being utilized by the City. It slopes steeply down to Lot 7, making it an unlikely area for expansion by the City. Moving forward with this transaction would also resolve an encroachment of the City's water line on the Baker's property with the granting of an easement, as shown on Attachment B.

If Council agrees in concept with this transaction, staff will proceed with the final steps which include:

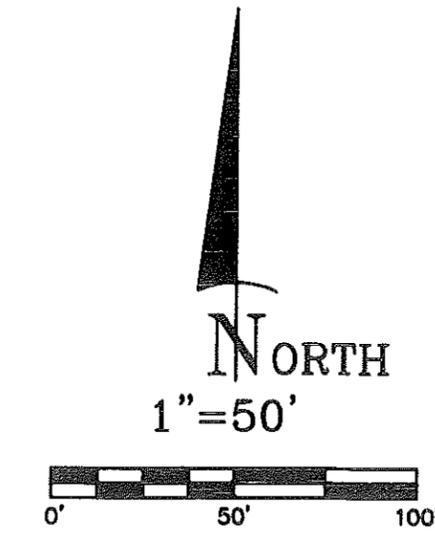
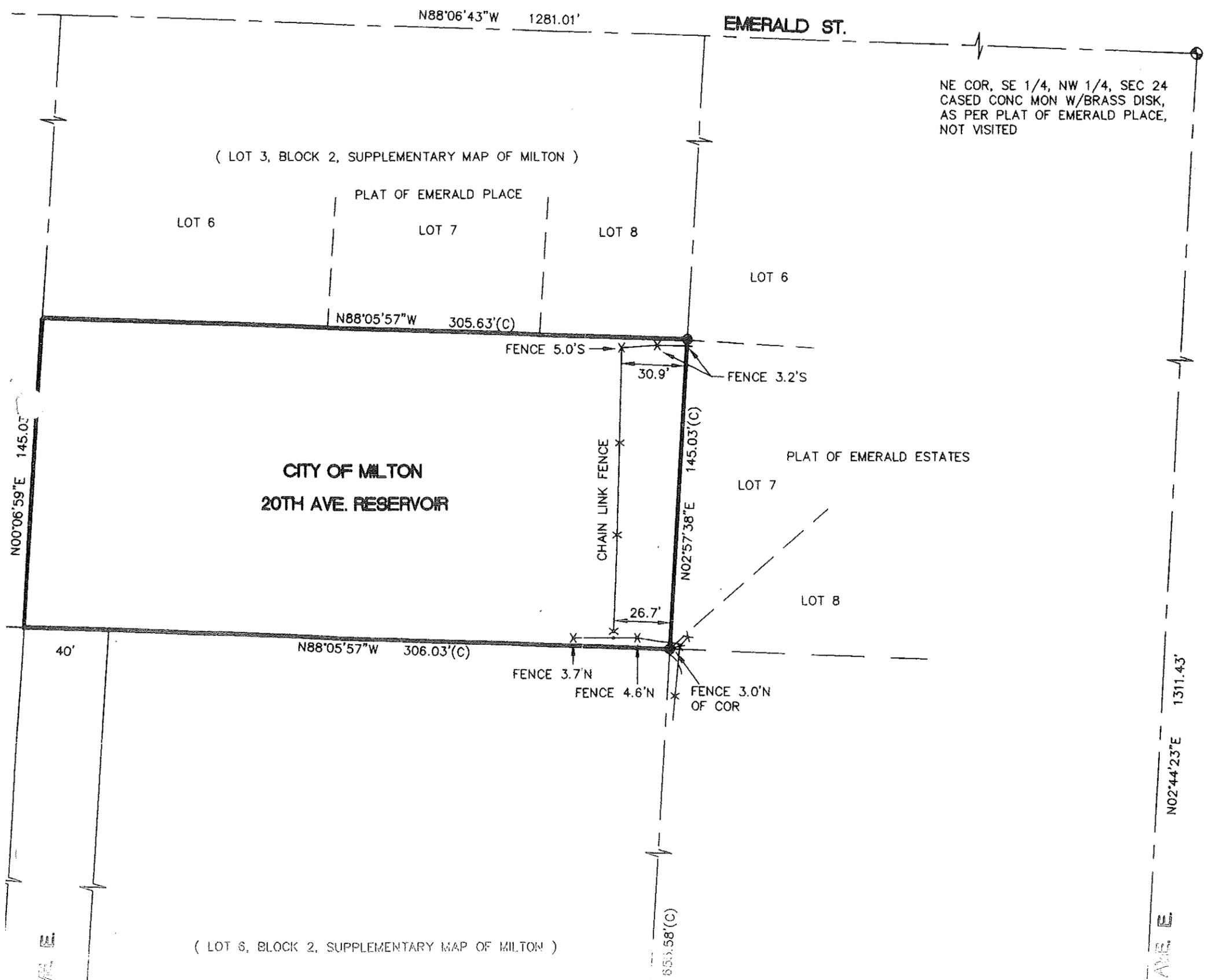
1. Public hearing
2. Declaration of property surplus
3. Boundary Line Adjustment
4. Purchase and Sale Agreement

The next Council opportunity to comment on this project will occur after the Boundary Line Adjustment, during the public hearing and declaration of property surplus. At that time, Council will be asked to give final approval of the transaction and authorize the Mayor to sign the prepared Purchase and Sale Agreement.

# RECORD OF SURVEY

## SE 1/4, NW 1/4, SEC. 4, T 20 N, R 4 E, W.M.

### PIERCE COUNTY, WASHINGTON



Back to Agenda Bill

### LEGEND

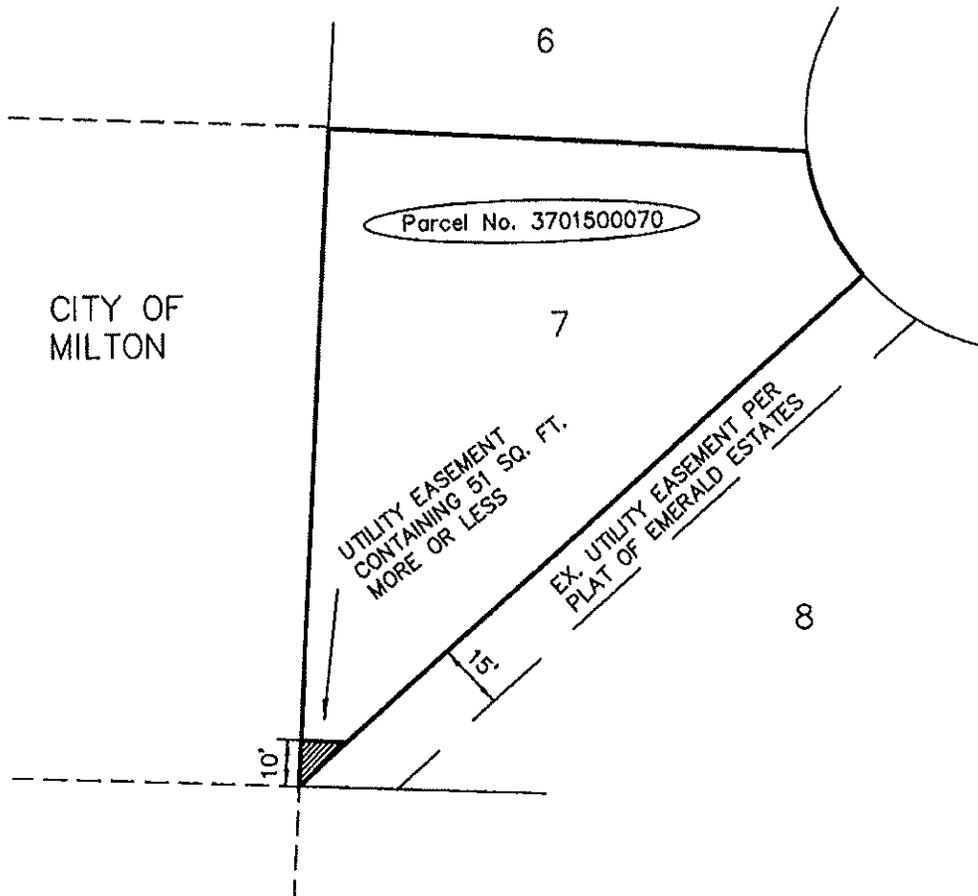
- ⊕ = MONUMENT AS NOTED
- = SET 5/8" REBAR W/CAP STAMPED "G&O LS16930 PE/LS28239"

BASIS OF BEARING IS THE CENTERLINE OF MILTON WAY BETWEEN NOTED FOUND MONUMENTS. SUBDIVISIONAL DATA IS PER PLAT OF EMERALD ESTATES, AS RECORDED IN VOLUME 56, PAGE 11, RECORDS OF PIERCE COUNTY, WASHINGTON.

THIS SURVEY WAS PERFORMED USING A LEICA TCR 1103+ 3" TOTAL STATION, USING TRAVERSE AND RADIAL SURVEY METHODS. THIS SURVEY MEETS AND/OR EXCEEDS ACCURACY REQUIREMENTS CONTAINED IN WAC 332.130.090.

THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE. BOUNDARY LINES, AS ESTABLISHED HEREON FOR THIS SURVEY, ARE FROM DEED DESCRIPTION AND MAY NOT CONFORM TO EXISTING LINES OF OCCUPATION AND/OR FENCE LINES AND COULD RESULT IN POSSIBLE BOUNDARY DISPUTES.

EXHIBIT 'A'



SCALE: 1" = 40'

CITY OF MILTON  
UTILITY EASEMENT  
EXHIBIT 'A'  
PARCEL NO. 3701500070  
LOT 7, PLAT OF EMERALD ESTATES

**VALUE ASSESSMENT**

October 30, 2012

Purpose: To assess possible end value of transaction between City of Milton and Amy & Brock Baker whereby the Bakers obtain additional property from east side of City of Milton water tank property and the City obtains easements for existing water lines.

From Pierce County Assessor's Office:			
Owner: Amy & Brock Baker	Parcel #3701500070		Address: 513 22nd Ave. Ct.
land value	\$56,500	10,000 SF	→ \$5.65/SF
Owner: City of Milton	Parcel #6000000150		Address: 720 20th Ave.
land value	\$132,000	44,225 SF	→ \$2.98/SF

Property transfer from City of Milton to the Bakers

+/- 3872.3 SF @ \$2.98/SF = \$ 11,539.45

Existing easement needed by City +/- 51 SF

New easement needed by City +/- 267 SF

+/- 318 SF @ \$5.65/SF = \$ 1,796.70

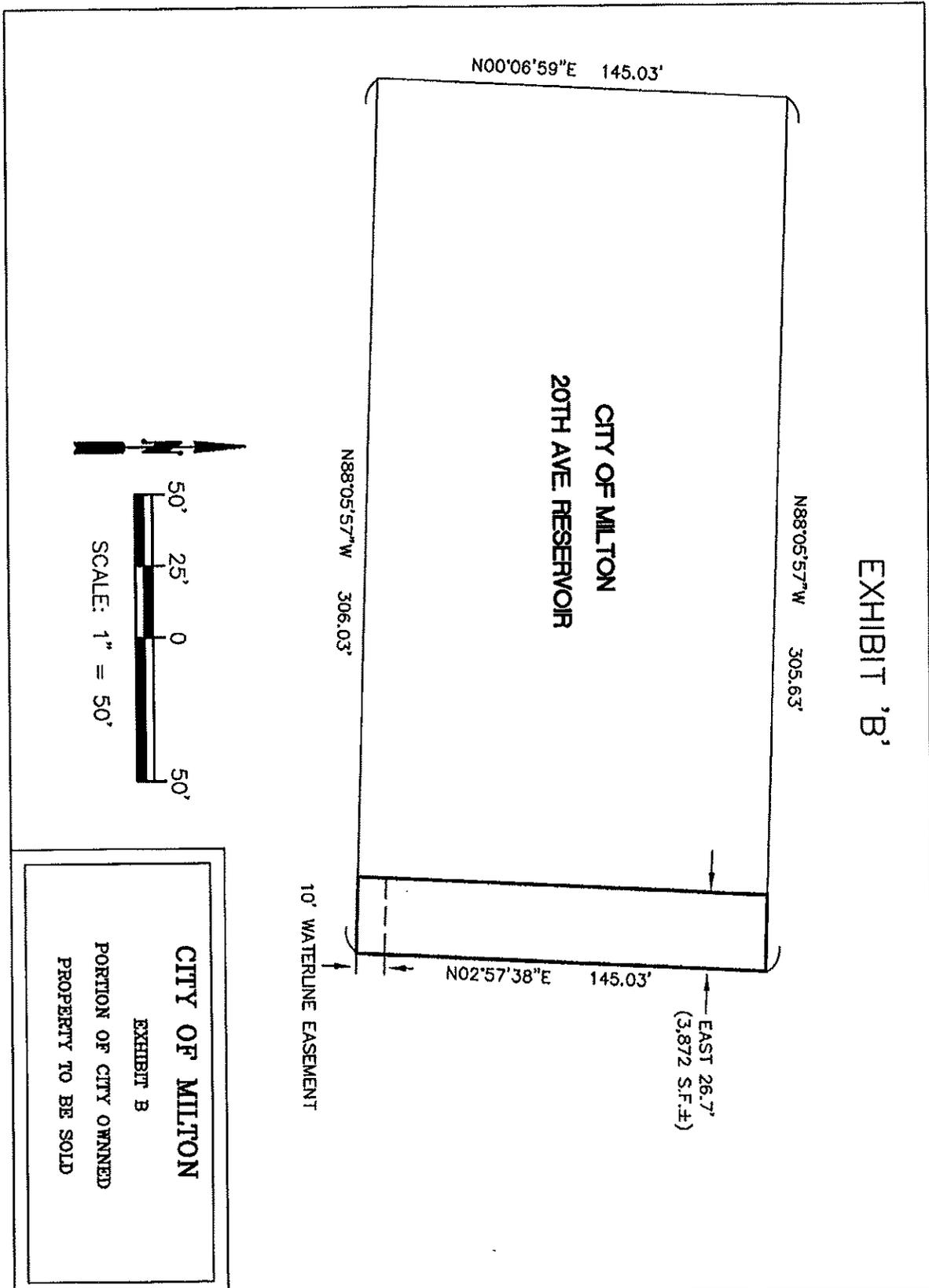
Net Value  
(in city's favor) \$ 9,742.75

To account for reduction in City maintenance costs and additional maintenance costs on the part of the Baker's:

Net Value/2 \$ 4,871.38

Note: City will pay all recording costs.

Back to Agenda Bill





To: Mayor Perry and City Council Members  
From: Public Works Director Neal  
Date: August 12, 2013 Regular Session  
Re: **Planning Commission Recommendation – Traffic Study**

---

**ATTACHMENTS:** A. June 24<sup>th</sup> Planning Commission Staff Report

---

**TYPE OF ACTION:**

Information Only  Discussion  Action  Expenditure Required:

**Recommendation/Action:** Council could take one of several actions tonight, if it so chooses:

1. Council could ask staff to bring back a scope of work and contract for a formal traffic study as soon as possible, to assist the Planning Commission in completing their update work. Under this option, funding for this study will need to be provided from this year's budget.
2. Council could direct staff to include the cost of a formal traffic study in the 2014 budget.
3. Council could do nothing. The comprehensive plan update will be based on the data at hand.

**Fiscal Impact/Source of Funds:** To be determined. The cost is estimated at \$20,000 plus.

---

**Previous Council Review:** N/A

**Issue:** The Planning Commission recommends that Council fund a Traffic Study to assist with the update of the Comprehensive Plan.

**Discussion:** The Planning Commission (PC) has begun the 1.5 year effort of updating the City's Comprehensive Plan, as outlined in their approved work plan for 2013-2014.

As the PC reviewed the transportation element of the Comprehensive Plan, they became aware of the outdated nature of much of the data presented: for example, there are traffic volume counts from as far back as 1987 used in the Comprehensive Plan.

Director Neal attended the June PC meeting, and answered questions regarding a traffic study – what it is, what the information is used for, what it can cost, etc.

A traffic study is can be as simple as counting the number of vehicles at any one point on a roadway or as complex as turning movements by different types of vehicles at a series of intersections to determine Level of Service (LOS) and overall traffic patterns.

The cost of a traffic study can range from \$20,000 on up, depending on the complexity of the data and analysis desired.

At the end of the June meeting, the PC made a formal motion:

*“I move to request the City Council to fund a full traffic study in order to inventory the full current transportation system, generate current trip counts, existing LOS, anticipated LOS based on projected growth and development, necessary improvements to maintain existing LOS based on projected growth and development, and any other issues the City may be facing with transportation.”*



**STAFF REPORT**  
**item #7b**

**To:** City of Milton Planning Commission  
**From:** Chris Larson, Planner  
**Date:** June 24<sup>th</sup>, 2013  
**Re:** Traffic Study

---

**ATTACHMENTS:** N/A

**TYPE OF ACTION:**

Information Only  Discussion  Action  Expenditure Required:

---

**Issue:** At the previous planning commission meeting, staff was asked if the Commission could make a motion to Council regarding the necessity for an in depth traffic study to be funded, in support of the Comp Plan update.

**Background:** Staff has discussed this with Public Works Director Neal, and there should not be any issues with this motion.

**Discussion:** As discussed briefly at previous meetings, the transportation element can greatly benefit from a full traffic study of the City. This could include an inventory of the existing transportation (vehicular and non-vehicular) infrastructure, current traffic count at key intersections, expected level of service (LOS) based on projected growth, anticipated improvements to maintain or improve level LOS based on projected growth, expected improvements needed to maintain consistency with the City's Vision and citizen needs, along with any other information that is deemed important

**Recommendation:** Staff recommends the Planning Commission make a motion to the City Council reflecting the Commission's desire for a full traffic study. Below is a sample motion.

I move to request the City Council to fund a full traffic study in order to inventory the full current transportation system, generate current trip counts, existing LOS, anticipated LOS based on projected growth and development, necessary improvements to maintain existing LOS based projected growth and development, and any other issues the City may be facing with transportation.



## PLANNING COMMISSION MINUTES

July 24, 2013  
Wednesday, 7:00 p.m.

Council Chambers  
1000 Laurel Street

1. **CALL TO ORDER**                      Chair Wilson called the meeting to order at 7:01 pm; the flag salute was conducted.
  
2. **ROLL CALL**                              Present: Chair Wilson and Commissioners Reeves, Larson, Anderson, Boyle, and Whalen  
  
   Absent: Commissioner Kleine  
  
   **STAFF**                      Associate Planner Larson, Public Works Director Neal, Mayor Perry, and Senior Administrative Assistant Bolam  
  
   **PUBLIC**                      Leonard Sanderson

### 3. **CITIZEN COMMENT PERIOD**

None.

### 4. **ADDITIONS/DELETIONS TO THE AGENDA**

**Commissioner Reeves moved**, seconded by Commissioner Anderson, to move Discussion Item 7C to Item 7A. **Passed 6/0.**

### 5. **PLANNING COMMISSIONER'S COMMENTS**

Commissioner Whalen commented on the SR167 and Pierce Transit articles in the recent Milton Signal.

Commissioner Reeves recommended others to listen to the interviews of the League of Women Voters.

### 6. **APPROVAL OF MINUTES**

- a. **June 26, 2013**

**Commissioner Whalen moved**, seconded by Commissioner Boyle, to approve the minutes of June 26, 2013. **Passed 6/0.**

## **7. DISCUSSION ITEM**

### **a. Milton Days schedule**

Planner Larson provided a sign-up list for commissioners to take shifts in the planning booth at Milton Days.

### **b. Review of Data Tables**

- **Capital Facilities**
- **Utilities**
- **Housing**

Planner Larson reviewed the proposed tables and figures, explaining proposed content and supporting information.

Discussion ensued regarding the definition of “redevelopable” and the various analyses for refining specifics.

Commissioner Whalen:

- Expressed concern that consistency is assured prior to submittal to the County.
- Requested that supporting documents, calculations, and assumptions be cited with clarity with the associated tables.
- Asked about the age of the GIS analysis information; Planner Larson will report back on this.
- Requested the addition of a finalized zoning map.

Commissioner Reeves:

- Requested sales, foreclosure, and longevity of ownership information about vacant properties.

### **c. Motion to Council regarding Traffic Study**

Planner Larson explained this is a follow-up item to the Commission’s request at the last meeting.

**Commissioner Whalen moved**, seconded by Commissioner Reeves, to request the City Council to fund a full traffic study in order to inventory the full current transportation system, generate current trip counts, existing LOS, anticipated LOS based on projected growth and development, necessary improvements to maintain existing LOS based projected growth and development, and any other issues the City may be facing with transportation.

Commissioner Whalen stated this will give Milton a basis for much better decisions in planning for future growth.

Commissioners asked Director Neal questions regarding cost, scope, and timeline.

The motion was voted on and passed 6/0.

**8. INFORMATIONAL ITEMS**

None.

**9. ADJOURNMENT – Chair Wilson adjourned the meeting at 7:55 p.m.**

---

Chair, Jason Wilson

Date

---

Recording Secretary, Katie Bolam

Date

[Back to Agenda Bill](#)