



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

March 5, 2018
Monday

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 Mayor. 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 info@cityofmilton.net. Any item received by noon on the day of the meeting will be distributed to Council.

5. Presentations

- A. Sound Transit

6. Consent Agenda

- A. Minutes – Approval of the minutes of:

- i. 2/20/2018 Regular Meeting

- B. Claims Approval:

- i. Approval of the checks/vouchers numbered 63160-63223, and voided check 63150, in the amount of \$121,804.54.

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

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

Thank you.

- ii. Approval of the payroll disbursement of 2/20/2018 in the amount of \$161,907.23.

C. Contract Approval – Pierce County Jail Interlocal Agreement

D. Contract Amendment – SCORE Jail Interlocal Agreement

7. Public Hearings

A. Ordinance – Sign Code Update

8. Regular Agenda

A. Ordinance 2nd Read/Adopt – Sign Code Update

B. Annexation Petition – Hill Creek Development

C. Ordinance 1st Read – Public Notice Update

D. Contract Approval – Interlocal Agreement with Puget Sound Regional Transit Authority – Tacoma Dome Link Extension Project

E. 2018 Work Plan Approval – Park Board

9. Council Reports

10. Director's Reports

11. Mayor's Report

12. Adjournment

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

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

Thank you.



Agenda Item #: 5A

Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: Mark Howlett, P.E., Public Works Director/City Engineer
Date: March 5, 2018
Re: **Presentation from Sound Transit – Tacoma Dome Link Extension Project**

ATTACHMENTS: See Agenda Item 8D for more information

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action: Hear presentation – ask questions.

Fiscal Impact/Source of Funds: There is no budget impact for this item.

Issue: Sound Transit will be extending their light rail network from Federal Way through the cities of Milton and Fife, terminating near the Tacoma Dome. Representatives will provide a brief presentation and be available to answer Council's questions on the project. Later in this meeting, Council will vote on a proposed Interlocal Agreement related to the Sound Transit Project.



Regular Meeting
Monday, February 20, 2018
7:00 p.m.

CALL TO ORDER

Mayor Styron Sherrell called the Regular Meeting to order at 7:00 p.m. and Councilman Ott led the flag salute.

ROLL CALL

Present: Mayor Pro Tem Hutson, Councilmembers Whitaker, Johnson, Ott, Tompkins, Morton, and Whalen

STAFF PRESENT

Public Safety Administrator Hernandez, Municipal Services Administrator Peretti, City Attorney Cameron, Public Works Director Howlett, Operations Superintendent Barnhart, Surface Water Compliance Inspector Carter, Clerks Bolam and Hooman

ADDITIONS/DELETIONS

None

CITIZEN PARTICIPATION

Speaker	Comments
Ryan LaVergne	The annual Police Foundation awards dinner is next Wednesday – tickets are available
Richard Cosner	Thanks to PW crews for this weekend's work March 24 there will be a First Responders Breakfast at the MAC
Jim Gillespie	March 1 kick-off of a "March for Diapers" collection effort in support of 5 charities

CONSENT AGENDA

- A. Minutes – Approval of the minutes of:
 - i. February 5, 2018 Regular Meeting
 - ii. February 12, 2018 Study Session

B. Claims Approval:

- i. Approval of the checks/vouchers numbered 63058-63147 and printer-error check 63049 in the amount of \$223,769.16.
- ii. Approval of the payroll disbursement of 2/5/2018 in the amount of \$258,886.44.

C. Grant Acceptance – Police Equipment Grant

Correction noted on 2/5/18 Minutes – correction bottom page 3 “Ordinance – Appointment of Exempt Positions” to include vote count of 7/0.

MOTION (Ott/Johnson) to approve the Consent Agenda as corrected. **Passed 7/0.**

REGULAR AGENDA

A. Ordinance 2nd Read/Adopt – Vacating a Portion of Diamond Street west of 10th Avenue

Mr. Howlett provided a brief overview.

MOTION (Johnson/Whalen) to approve the attached Ordinance vacating a portion of the right-of-way no longer necessary for Diamond Street West of 10th Avenue. **Passed 7/0.**

B. Ordinance 1st Read – Sign Code Update

Mr. Cameron provided a brief introduction, explaining there will be a public hearing at the next meeting.

C. Bid Award – Well #10 Replacement Project

Mr. Howlett explained the background of this project and the quotes received.

MOTION (Ott/Tompkins) to award the construction contract for the Replacement of Well Number 10 to Holt Services, Inc. in the amount of \$105,295.19 and authorize the Mayor to sign all necessary documents to execute such contract. **Passed 7/0.**

D. Position Approvals – Asset Management Technician I and II

Mr. Peretti provided a brief overview of this proposal as presented at last week’s Study Session.

MOTION (Whalen/Johnson) to approve the establishment of the Asset Management Technician I and II positions as presented; authorize the increased funding for these positions to replace the positions of Meter Technician and Maintenance Worker II; and authorize the necessary budget amendments for fiscal year 2018.

Some discussion ensued, including budgetary concerns.

Passed 6/1 by Roll Call vote (Ott)

E. Pierce Transit Board Member Nomination

Mayor Styron Sherrell introduced this item and explained that the agenda bill includes a motion to nominate Mayor Eidinger, as he was the only mayor who had expressed interest when the packet was produced. Since then, Mayor Roscoe has also expressed interest.

Through discussion, Council opted to make no nomination.

F. Planning Commission 2018 Work Plan

Mr. Howlett introduced this item.

Council expressed specific support for:

- Vacant Building Regulations
- Regulations for "Air BnB"s and mobile tiny homes
- Sidewalk Plan

MOTION (Morton/Tompkins) to approve the attached Planning Commission Work Plan for 2018 and direct that Commission meeting agendas be scheduled to meet the goals therein. **Passed 7/0.**

G. Finance Committee Members for 2018

Mayor Styron Sherrell opened this item for discussion.

MOTION (Whalen/Morton) to move to appoint Councilmembers Whalen, Johnson, and Morton to the Finance Committee for fiscal year 2018. **Passed 7/0.**

COUNCIL REPORTS

Councilmember Whalen

- Requested clarification on newly adopted sign code
- Milton Way overlay by schools looks good
- Taylor Way overlay done number of years ago holding up well

Councilmember Johnson

- Concerned about trash in some areas of city

Mayor Pro Tem Hutson

- No comments

Councilmember Tompkins

- Extended thanks to some new volunteers

Councilmember Ott

- Looking forward to attending the Tri-City Council meeting

Councilmember Morton

- Noted the "T" in the neon Milton sign is out
- Hopes to see everyone at the Police Awards Dinner

Councilmember Whitaker

- Encouraged everyone's attendance at the Police Awards Dinner

DIRECTOR REPORTS

Municipal Services Administrator Peretti

- Updated on fire station remodel, including recently removed trees
- Explained some of the city facility improvements needed

Chief Hernandez

- Provided some police action updates

MAYOR'S REPORT

- Excited to see where the City is going – great to meet with staff and citizens – awesome to see the smiles on the public works crews as they were cutting trees today

ADJOURNMENT

The next meeting is on Monday, March 5, 2018.

The meeting was adjourned at 8:45 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
Ellie Hooman, City Clerk

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2018

CONSENT AGENDA ITEM # 6B

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
March 5, 2018

Claim Vouchers:

Dates	Check #	Amount
2/27/2018	63160	12,278.13
2/28/2018	63161-63210	78,565.81
3/1/2018	63211-63218	4,030.71
3/2/2018	63219-63223	26,929.89

Payroll Disbursements:

Date	Check #	Amount
2/20/2018	63148-63149	3,243.34
2/20/2018	ACH	92,502.99
2/20/2018	63151-63154	5,582.45
2/20/2018	63155-63159	60,578.45

Total Accounts Payable:

\$ 121,804.54

Total Payroll:

\$ 161,907.23

Voids - 63150

Printer Error Checks - none

CHECK REGISTER

City Of Milton
MCAG #: 0590

02/19/2018 To: 03/04/2018

Time: 15:39:55 Date: 03/01/2018
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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1205 02/27/2018	Claims	1	E63160	US BANK PROCUREMENT CARD	12,278.13	
				001 - 511 60 43 000 - Travel	44.75	AWC Action Days Lodging - Whitaker
				001 - 511 60 43 000 - Travel	26.43	AWC Action Day Meals
				001 - 511 60 49 002 - Misc/Trng,Registrations	90.00	Running Mtgs Workshop Tompkins, Hutson & Whitaker
				001 - 513 10 35 000 - Small Tools & Equipment	109.90	Office Furniture For Mayor
				001 - 513 10 41 002 - Advertising	130.00	Job Postings Finance Director And City Clerk/HR
				001 - 513 10 43 000 - Travel	99.37	AWC Action Days Lodging & Meals - Sherrell
				001 - 513 10 49 002 - Misc/Trng, Registrations	50.00	Mayor's Exchange Registration - Sherrell
				001 - 513 10 49 002 - Misc/Trng, Registrations	52.50	Running Mtgs Workshop Sherrell
				001 - 514 20 31 000 - Office and Operating Supplie	1.81	File Folders
				001 - 514 20 31 000 - Office and Operating Supplie	1.80	File Folders
				001 - 514 20 41 002 - Advertising	20.00	Job Postings Finance Director And City Clerk/HR
				001 - 514 20 41 002 - Advertising	12.50	Job Posting Finance Director
				001 - 514 20 42 000 - Communication	24.70	Postage
				001 - 514 20 43 000 - Travel	33.96	Transportation Bias Conference - Mayer
				001 - 518 30 31 000 - Operating Supplies	21.95	Cord Grommets
				001 - 518 30 31 000 - Operating Supplies	50.48	Upholstery Cleaner And Scotchguard
				001 - 518 30 31 000 - Operating Supplies	4.39	WD-40
				001 - 518 30 31 000 - Operating Supplies	33.48	Cleaning Supplies
				001 - 518 30 31 000 - Operating Supplies	98.96	Sharps Containers
				001 - 518 30 35 000 - Small Tools and Equipment	84.89	Sharps Locking Cabinet
				001 - 518 30 35 000 - Small Tools and Equipment	32.88	Refrigerator
				001 - 518 30 43 000 - Travel	2.82	Training Meal - Russell
				001 - 518 30 43 000 - Travel	2.24	Parking
				503 - 518 80 31 000 - Office & Operating Supplies	43.94	USB Chargers
				503 - 518 80 31 000 - Office & Operating Supplies	24.17	Microphone
				503 - 518 80 31 000 - Office & Operating Supplies	297.00	Smart Draw Software
				503 - 518 80 31 000 - Office & Operating Supplies	0.26	File Folders
				503 - 518 80 31 000 - Office & Operating Supplies	0.26	File Folders
				503 - 518 80 41 503 - Professional Services	30.00	Job Postings Finance Director And City Clerk/HR
				503 - 518 80 43 000 - Travel	4.85	Transportation Bias Conference - Mayer
				107 - 521 20 31 000 - Office and Operating Supplie	1.94	File Folders
				107 - 521 20 31 000 - Office and Operating Supplie	1.94	File Folders
				107 - 521 20 31 000 - Office and Operating Supplie	58.13	Rifle Sling
				107 - 521 20 31 000 - Office and Operating Supplie	37.36	Locks
				107 - 521 20 31 000 - Office and Operating Supplie	65.92	#119 Lightbulbs
				107 - 521 20 31 000 - Office and Operating Supplie	29.41	Notebooks And Paper
				107 - 521 20 31 000 - Office and Operating Supplie	52.41	Rifle Sling
				107 - 521 20 31 000 - Office and Operating Supplie	129.57	Labels, Binders, Speaker, Folder
				107 - 521 20 31 000 - Office and Operating Supplie	41.10	Bankers Boxes
				107 - 521 20 31 000 - Office and Operating Supplie	99.00	Paper For Sector Printer
				107 - 521 20 31 000 - Office and Operating Supplie	98.90	Keyboard Tray
				107 - 521 20 31 000 - Office and Operating Supplie	-34.55	Refund - Staples
				107 - 521 20 31 000 - Office and Operating Supplie	13.18	Trash Cans
				107 - 521 20 31 000 - Office and Operating Supplie	15.38	Drano
				107 - 521 20 32 000 - Fuel	285.97	Fuel
				107 - 521 20 32 000 - Fuel	58.29	Fuel
				107 - 521 20 32 000 - Fuel	292.80	Fuel
				107 - 521 20 35 001 - Firearms	123.51	Pistol Light
				107 - 521 20 35 001 - Firearms	103.24	Parts For Firearms Repair

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		107 - 521 20 35 001		- Firearms	148.09	Gun Sight
		107 - 521 20 35 001		- Firearms	286.20	Rifle Sights (2)
		107 - 521 20 35 001		- Firearms	232.99	Rifle Sight
		107 - 521 20 35 001		- Firearms	297.75	Gun Equipment For Repairs
		107 - 521 20 36 000		- Small Assets/IT	837.20	Navigation GPS Units (10)
		107 - 521 20 41 000		- Professional Services	19.95	Monthly Mobilelock
		107 - 521 20 41 000		- Professional Services	19.98	Monthly Thumbnail Images
		107 - 521 20 41 000		- Professional Services	44.40	Investigative Services
		107 - 521 20 41 000		- Professional Services	41.21	Transcription
		107 - 521 20 41 001		- Professional Services - IT	120.00	Job Postings Finance Director And City Clerk/HR
		107 - 521 20 42 000		- Communication	34.25	Postage
		107 - 521 20 43 000		- Travel	36.39	Transportation Bias Conference - Mayer
		107 - 521 20 43 000		- Travel	30.00	Chamber Luncheon - Hernandez
		107 - 521 20 43 000		- Travel	70.31	Pizza For Officers Meeting
		107 - 521 20 43 000		- Travel	14.71	Parking Fee
		107 - 521 20 48 001		- Vehicle Repairs and Mainten:	10.00	Car Wash
		107 - 521 20 48 001		- Vehicle Repairs and Mainten:	15.00	Car Wash
		107 - 521 20 48 001		- Vehicle Repairs and Mainten:	196.04	Replacement Of Tire Pressure Sensors
		406 - 531 10 31 000		- Office and Operating Supplie	2.70	File Folders
		406 - 531 10 31 000		- Office and Operating Supplie	2.71	File Folders
		406 - 531 10 41 002		- Advertising	150.00	Job Postings Finance Director And City Clerk/HR
		406 - 531 10 41 002		- Advertising	12.50	Job Posting Finance Director
		406 - 531 10 43 000		- Travel	20.00	AWC Action Days Lodging - Whitaker
		406 - 531 10 43 000		- Travel	18.00	AWC Action Days Lodging & Meals - Sherrell
		406 - 531 10 43 000		- Travel	50.95	Transportation Bias Conference - Mayer
		406 - 531 10 49 002		- Misc/Trng, Registrations	52.50	Running Mtgs Workshop Sherrell, Tompkins, Hutson & Whitaker
		406 - 531 30 32 000		- Fuel	4.25	Fuel
		406 - 531 30 35 000		- Small Tools and Equipment	164.38	Refrigerator
		406 - 531 30 43 000		- Travel	31.86	Training Meal - Russell
		406 - 531 30 43 000		- Travel	6.38	Parking
		401 - 533 10 31 000		- Office and Operating Supplie	3.10	File Folders
		401 - 533 10 31 000		- Office and Operating Supplie	3.10	File Folders
		401 - 533 10 41 002		- Advertising	150.00	Job Postings Finance Director And City Clerk/HR
		401 - 533 10 41 002		- Advertising	12.50	Job Posting Finance Director
		401 - 533 10 43 000		- Travel	20.00	AWC Action Days Lodging - Whitaker
		401 - 533 10 43 000		- Travel	18.00	AWC Action Days Lodging & Meals - Sherrell
		401 - 533 10 43 000		- Travel	58.22	Transportation Bias Conference - Mayer
		401 - 533 10 49 002		- Misc/Trng, Registrations	52.50	Running Mtgs Workshop Sherrell, Tompkins, Hutson & Whitaker
		401 - 533 50 31 000		- Operating Supplies	16.22	Nuts & Bolts For Cross Arms
		401 - 533 50 31 000		- Operating Supplies	75.28	Door Knob
		401 - 533 50 31 000		- Operating Supplies	186.82	Chair
		401 - 533 50 32 000		- Fuel	91.03	Fuel #26
		401 - 533 50 32 000		- Fuel	17.00	Fuel
		401 - 533 50 35 000		- Small Tools and Equipment	86.65	#22 Tools
		401 - 533 50 35 000		- Small Tools and Equipment	164.38	Refrigerator
		401 - 533 50 43 000		- Travel	108.80	PW Crew OT Meal - Power Outage
		401 - 533 50 43 000		- Travel	62.25	Training Meals - Lee
		401 - 533 50 43 000		- Travel	25.28	Overtime Meal - Lee
		401 - 533 50 43 000		- Travel	12.23	Overtime Meal - Miller

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		401 - 533 50 43 000		Travel	7.99	Overtime Meal - Phillips
		401 - 533 50 43 000		Travel	6.38	Parking
		401 - 533 50 43 000		Travel	32.42	Overtime Meal - Zumach
		403 - 534 10 31 000		Office and Operating Supplie	3.10	File Folders
		403 - 534 10 31 000		Office and Operating Supplie	3.10	File Folders
		403 - 534 10 35 000		Small Tools and Equipment	27.18	IPad Case
		403 - 534 10 41 000		Professional Services	150.00	Job Postings Finance Director And City Clerk/HR
		403 - 534 10 41 000		Professional Services	12.50	Job Posting Finance Director
		403 - 534 10 43 000		Travel	20.00	AWC Action Days Lodging - Whitaker
		403 - 534 10 43 000		Travel	18.00	AWC Action Days Lodging & Meals - Sherrell
		403 - 534 10 43 000		Travel	58.22	Transportation Bias Conference - Mayer
		403 - 534 10 49 002		Misc/Trng, Registrations	52.50	Running Mtgs Workshop Sherrell, Tompkins, Hutson & Whitaker
		403 - 534 50 20 000		Personnel Benefits	158.24	2018 Boot Allowance - Wetterlind
		403 - 534 50 20 002		Uniforms	148.64	2018 Boot Allowance - Miller
		403 - 534 50 32 000		Fuel	17.00	Fuel
		403 - 534 50 35 000		Small Tools and Equipment	164.38	Refrigerator
		403 - 534 50 43 000		Travel	17.34	Training Meal - Sloan
		403 - 534 50 43 000		Travel	6.38	Parking
		403 - 534 50 43 000		Travel	38.42	Training Meals - Sloan And Russell
		403 - 534 50 43 000		Travel	63.20	Overtime Meal For Street/Water Crew
		403 - 534 50 49 002		Misc/Trng, Registrations	250.00	Washington Operator Workshop - Wetterlind
		403 - 534 50 49 002		Misc/Trng, Registrations	250.00	Washington Operator Workshop - Sloan
		403 - 534 50 49 003		Misc/Outside Printing	3.30	Copies
		403 - 534 51 31 000		Operating Supplies	122.92	Pump Head Repair Kit
		403 - 534 51 31 000		Operating Supplies	21.55	Repair Parts For Treatment Plant
		403 - 534 51 31 000		Operating Supplies	86.22	Thermostat For Filter Plant
		403 - 534 51 31 000		Operating Supplies	28.28	Flow Meter Batteries Treatment Plant
		403 - 534 51 49 002		Misc Training, Registrations	50.00	Water And Wastewater Instrumentation Seminar
		403 - 534 51 49 002		Misc Training, Registrations	120.00	CDL Physical
		101 - 542 30 20 002		Uniforms	37.16	2018 Boot Allowance - Miller
		101 - 542 30 20 002		Uniforms	39.56	2018 Boot Allowance - Wetterlind
		101 - 542 30 32 000		Operating Supplies/Fuel	2.13	Fuel
		101 - 542 30 35 000		Small Tools and Equipment	85.47	Refrigerator
		101 - 542 30 43 000		Travel	4.33	Training Meal - Sloan
		101 - 542 30 43 000		Travel	6.38	Parking
		101 - 542 30 43 000		Travel	9.61	Training Meals - Sloan And Russell
		501 - 548 30 32 000		Fuel	41.09	Fuel #16
		501 - 548 30 32 000		Fuel	2.13	Fuel
		501 - 548 30 35 000		Small Tools & Equipment	13.15	Refrigerator
		001 - 558 50 32 000		Fuel	56.08	Fuel
		001 - 558 50 49 001		Misc/Dues & Memberships	95.00	WABO Membership - Herron
		001 - 558 50 49 002		Misc/Trng, Registrations	500.00	WABO Institute Registration - Herron
		001 - 558 50 49 002		Misc/Trng, Registrations	60.00	WABO Spring Meeting Registration - Herron
		001 - 558 60 49 001		Misc/Dues & Memberships	75.00	Planning Assoc. Of WA Membership Dues - Peretti
		001 - 576 80 35 000		Small Tools and Equipment	32.88	Refrigerator
		001 - 576 80 43 000		Travel	2.82	Training Meal - Russell
		001 - 576 80 43 000		Travel	2.24	Parking
		001 - 576 80 48 001		Equipment Repair & Maintainer	4.69	Replacement Wood For Park Bench
		001 - 589 90 00 000		Misc Non-Expenditure	14.02	Food - Reimbursed

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 589 90 00 000 - Misc Non-Expenditure			55.34	Lodging To Be Credited
		001 - 589 90 00 000 - Misc Non-Expenditure			49.49	Accidental Purchase Reimbursed
		631 - 589 90 00 004 - Credit Card Fraud Issues			-109.89	Previous Disputed Charge Removed
		310 - 594 18 61 143 - City Hall Retrofit			1,979.34	Flooring For FD Remodel
		310 - 594 18 61 143 - City Hall Retrofit			100.00	Electric Permit Fire Station Remodel
		310 - 594 18 61 143 - City Hall Retrofit			145.00	Concrete Patch For Fire Dept. Remodel
1206	02/28/2018	Claims	1	63161 911 SUPPLY	190.29	Police Material
		107 - 521 20 35 001 - Firearms			190.29	Firearms
1207	02/28/2018	Claims	1	63162 ALPINE PRODUCTS INC.	81.25	Electric Material
		401 - 533 50 31 000 - Operating Supplies			81.25	Anchors
1208	02/28/2018	Claims	1	E63163 KATIE BOLAM	58.12	Reimbursement
		001 - 511 60 43 000 - Travel			58.12	Tri-Jurisdictional Council Meeting Food
1209	02/28/2018	Claims	1	63164 CENTURYLINK	225.56	T1 Lines
		107 - 521 20 42 000 - Communication			75.18	T1 Lines
		401 - 533 10 42 000 - Communications			75.20	T1 Lines
		403 - 534 10 42 000 - Communication			75.18	T1 Lines
1210	02/28/2018	Claims	1	63165 CHUCKALS	1,167.50	Office Supplies; Office Supplies
		001 - 511 60 31 000 - Operating Supplies			8.34	Paper
		001 - 511 60 31 000 - Operating Supplies			34.36	Envelopes
		001 - 513 10 31 000 - Office and Operating Supplie			33.35	Paper
		001 - 513 10 31 000 - Office and Operating Supplie			137.44	Envelopes
		001 - 514 20 31 000 - Office and Operating Supplie			8.34	Paper
		001 - 514 20 31 000 - Office and Operating Supplie			34.36	Envelopes
		107 - 521 20 31 000 - Office and Operating Supplie			25.01	Paper
		107 - 521 20 31 000 - Office and Operating Supplie			103.08	Envelopes
		406 - 531 10 31 000 - Office and Operating Supplie			16.68	Paper
		406 - 531 10 31 000 - Office and Operating Supplie			33.34	Calculator & Deposit Bag
		406 - 531 10 31 000 - Office and Operating Supplie			68.72	Envelopes
		401 - 533 10 31 000 - Office and Operating Supplie			50.03	Paper
		401 - 533 10 31 000 - Office and Operating Supplie			33.34	Calculator & Deposit Bag
		401 - 533 10 31 000 - Office and Operating Supplie			206.16	Envelopes
		403 - 534 10 31 000 - Office and Operating Supplie			50.03	Paper
		403 - 534 10 31 000 - Office and Operating Supplie			206.16	Envelopes
		403 - 534 50 31 000 - Office and Operating Supplie			33.36	Calculator & Deposit Bag
		001 - 558 50 31 000 - Office and Operating Supplie			8.34	Paper
		001 - 558 50 31 000 - Office and Operating Supplie			34.36	Envelopes
		001 - 558 60 31 000 - Operating Supplies			8.33	Paper
		001 - 558 60 31 000 - Operating Supplies			34.37	Envelopes
1211	02/28/2018	Claims	1	63166 ALICE COE	350.00	Rental Deposit Refund
		001 - 589 10 00 000 - Refund Facility Deposit			350.00	Rental Deposit Refund
1212	02/28/2018	Claims	1	63167 COPIER MAINTENANCE TECHNOLOGY	636.32	Quarterly Copier Billing
		406 - 531 30 48 000 - Repairs and Maintenance			159.08	Quarterly Copy Billing
		401 - 533 50 48 000 - Repairs and Maintenance			159.08	Quarterly Copy Billing
		403 - 534 10 48 000 - Repairs and Maintenance			159.08	Quarterly Copy Billing
		101 - 542 30 48 000 - Repairs and Maintenance			159.08	Quarterly Copy Billing
1213	02/28/2018	Claims	1	63168 DKS ASSOCIATES	2,035.00	Consulting Services
		401 - 533 10 41 000 - Professional Services			2,035.00	Engineering Services
1214	02/28/2018	Claims	1	63169 NICO DOSS	148.96	004205 - 2738 DIAMOND ST #D
		406 - 343 10 00 000 - Storm Drainage Fees			-48.67	
		401 - 343 30 00 000 - Electric Sales			-21.95	

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City Of Milton
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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		403 - 343 40 10 000 -		Water Sales	-78.34	
1215	02/28/2018	Claims	1	63170 EAST PIERCE FIRE & RESCUE DISTRICT #22	292.04	City Utilities
		001 - 518 30 47 000 -		Public Utility Service	14.60	Electric, Water & Sewer
		107 - 521 20 47 000 -		Utilities	58.41	Electric, Water & Sewer
		406 - 531 30 47 000 -		Public Utility Services	58.41	Electric, Water & Sewer
		401 - 533 50 47 000 -		Public Utility Services	58.41	Electric, Water & Sewer
		403 - 534 50 47 000 -		Public Utility Services	58.41	Electric, Water & Sewer
		001 - 558 50 47 000 -		Public Utility Services	14.60	Electric, Water & Sewer
		001 - 558 60 47 000 -		Public Utilities	14.60	Electric, Water & Sewer
		001 - 576 80 47 000 -		Public Utility Service	14.60	Electric, Water & Sewer
1216	02/28/2018	Claims	1	63171 EDGEWOOD SECURITY & LOCK	98.91	Quarterly Alarm Fee
		107 - 521 20 41 000 -		Professional Services	98.91	Quarterly Alarm Fee - Feb-Apr 2018
1217	02/28/2018	Claims	1	63172 EVERGREEN EQUIPMENT CO INC	109.20	Electric Material
		401 - 533 50 31 000 -		Operating Supplies	30.92	Chains
		401 - 533 50 41 000 -		Professional Services	78.28	Chain Saw Sharpening
1218	02/28/2018	Claims	1	63173 FERGUSON ENTERPRISES, INC. #1539	897.09	Water Material; Water Material; Water Material; Water Material Returned
		403 - 534 50 31 000 -		Office and Operating Supplie	473.44	Holesaws & Pilot Drill
		403 - 534 50 31 000 -		Office and Operating Supplie	432.95	Brass Couplings
		403 - 534 50 31 000 -		Office and Operating Supplie	43.45	Marking Paint
		403 - 534 50 31 000 -		Office and Operating Supplie	-52.75	Return Replacement Jaws Hydrant
1219	02/28/2018	Claims	1	63174 GRAY & OSBORNE INC	5,337.19	Engineering Services
		403 - 534 10 41 000 -		Professional Services	217.35	Engineering Services
		403 - 534 50 41 114 -		Water Comp Plan Professiona	1,742.79	Engineering Services
		101 - 542 90 41 000 -		Professional Services	380.94	Engineering Services
		407 - 594 31 63 097 -		Decant Facility	2,996.11	Engineering Services
1220	02/28/2018	Claims	1	63175 HJ ARNETT INDUSTRIES, LLC	80.00	Electric Material
		401 - 533 50 41 000 -		Professional Services	80.00	Testing Of Hot Line Equipment
1221	02/28/2018	Claims	1	63176 CAROL JENKINS	350.00	Rental Deposit Refund
		001 - 589 10 00 000 -		Refund Facility Deposit	350.00	Rental Deposit Refund
1222	02/28/2018	Claims	1	63177 JET CHEVROLET INC.	263.69	Fleet Material; Fleet Material
		403 - 534 50 31 000 -		Office and Operating Supplie	30.41	#56 Spare Key
		403 - 534 50 31 000 -		Office and Operating Supplie	30.41	#56 Key
		403 - 534 50 31 000 -		Office and Operating Supplie	150.14	#34 Seat Pad
		101 - 542 30 31 000 -		Office and Operating Supplie	7.60	#56 Spare Key
		101 - 542 30 31 000 -		Office and Operating Supplie	7.60	#56 Key
		101 - 542 30 31 000 -		Office and Operating Supplie	37.53	#34 Seat Pad
1223	02/28/2018	Claims	1	63178 KING COUNTY FINANCE	3,088.35	Voter Registration
		001 - 514 40 51 000 -		Election And Voter Costs	3,088.35	Voter Registration 2017
1224	02/28/2018	Claims	1	63179 KORUM AUTOMOTIVE GROUP	625.19	Vehicle Repair; Vehicle Repair
		107 - 521 20 48 001 -		Vehicle Repairs and Mainten:	219.80	#514 Brake Inspection
		107 - 521 20 48 001 -		Vehicle Repairs and Mainten:	405.39	#140 Front Suspension & Oil Change
1225	02/28/2018	Claims	1	63180 JARROD T LEE	28.43	Reimbursement
		401 - 533 50 43 000 -		Travel	28.43	Call Out Dinner - Lee

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1226	02/28/2018	Claims	1	63181	LOCKE SYSTEMS INC	8,869.36	IT Services; IT Services
					503 - 518 80 41 001 - Professional Services - IT	230.11	Minor IT Equipment NP
					503 - 518 80 41 001 - Professional Services - IT	8,639.25	IT Services - January 2018
1227	02/28/2018	Claims	1	E63182	LOWES CREDIT CARD	375.24	PW Material
					001 - 518 30 35 000 - Small Tools and Equipment	239.31	Vacuum Cleaner
					310 - 594 18 61 143 - City Hall Retrofit	135.93	Drywall & Material
1228	02/28/2018	Claims	1	63183	DARLINE MCDANIELS	68.35	002910 - 2500 ALDER ST #230
					401 - 343 30 00 000 - Electric Sales	-83.35	
					401 - 369 91 00 401 - Misc Revenue	15.00	
1229	02/28/2018	Claims	1	63184	MCFARLAND CASCADE HOLDINGS	9,860.23	Electric Material
					402 - 594 33 62 138 - Pole Replacement Project	9,860.23	Power Poles
1230	02/28/2018	Claims	1	63185	MILES RESOURCES	194.36	Street Material
					101 - 542 30 31 000 - Office and Operating Supplie	194.36	Cold Mix
1231	02/28/2018	Claims	1	63186	JILL M MOHLER	350.00	Facility Rental Refund
					001 - 589 10 00 000 - Refund Facility Deposit	350.00	Facility Rental Refund
1232	02/28/2018	Claims	1	63187	NAVIA BENEFIT SOLUTIONS	618.53	FSA Claims; FSA Claims
					631 - 589 90 00 002 - Discovery Benefits	509.68	FSA Claims
					631 - 589 90 00 002 - Discovery Benefits	108.85	FSA Claims
1233	02/28/2018	Claims	1	63188	NEWS TRIBUNE, THE	102.28	Legal Notice; Legal Notice
					001 - 511 60 41 002 - Advertising	59.18	Meeting 3/5 Public Hearing
					001 - 511 60 41 002 - Advertising	43.10	Ord 1937-18
1234	02/28/2018	Claims	1	63189	OLDCASTLE PRECAST INC.	3,211.89	Electric Material
					401 - 533 50 31 000 - Operating Supplies	3,211.89	Vaults
1235	02/28/2018	Claims	1	63190	PLATT ELECTRIC SUPPLY	665.47	Facility Supplies; Facility Supplies
					001 - 518 30 31 000 - Operating Supplies	265.54	Lamps
					001 - 518 30 31 000 - Operating Supplies	399.93	Light Bulbs & Tubes
1236	02/28/2018	Claims	1	63191	PNWIG LLC	1,505.00	Inspection
					310 - 594 18 61 143 - City Hall Retrofit	1,505.00	Asbestos Inspection
1237	02/28/2018	Claims	1	63192	POSITIVE CONCEPTS/ATPI	245.00	Police Material
					107 - 521 20 31 000 - Office and Operating Supplie	245.00	Thermal Paper
1238	02/28/2018	Claims	1	63193	CITY OF PUYALLUP	17,792.42	Jail Services; Court Services
					001 - 512 50 41 000 - Professional Services	8,892.42	Court Services - 4th Qtr 2017
					107 - 523 60 51 000 - Intergov. Jail Services	8,900.00	Jail Services - Jan 2018
1239	02/28/2018	Claims	1	63194	RANGLES SAND & GRAVEL INC	1,365.84	PW Material
					403 - 534 50 31 000 - Office and Operating Supplie	651.18	Crushed Rock
					101 - 542 30 31 000 - Office and Operating Supplie	714.66	Crushed Rock & Spall Rock
1240	02/28/2018	Claims	1	63195	REGIONAL WATER COOPERATIVE OF PIERCE COU	1,426.05	Annual Dues
					403 - 534 50 49 001 - Misc/Dues & Memberships	1,426.05	2018 Annual Dues
1241	02/28/2018	Claims	1	63196	RENTAL FENCE SERVICE	531.64	Fence Rental
					001 - 524 60 00 000 - Enforcement Of Codes & Reg	531.64	Rental Fence Panels - Mini Mart
1242	02/28/2018	Claims	1	63197	SCORE	3,850.00	Jail Services

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		107 - 523 60 51 000 -		Intergov. Jail Services	3,850.00	Jail Services - Jan 2018
1243	02/28/2018	Claims	1	63198 SHARP BUSINESS SYSTEMS	635.63	Copier Maintenance; Copier Maintenance; Copier Maintenance; Copier Maintenance
		001 - 513 10 48 000 -		Repairs and Maintenance	40.42	Copier Maintenance & Overages
		001 - 514 20 48 000 -		Repairs and Maintenance	20.21	Copier Maintenance & Overages
		001 - 515 30 48 000 -		Repairs And Maintenance	4.97	Copier Maintenance & Overages
		001 - 518 30 48 000 -		Repairs & Maintenance	6.10	Copier Maintenance & Overages
		107 - 521 20 48 000 -		Repairs and Maintenance	123.52	Copier Maintenance & Overages
		406 - 531 10 48 000 -		Repairs and Maintenance	30.50	Copier Maintenance & Overages
		406 - 531 10 48 000 -		Repairs and Maintenance	20.21	Copier Maintenance & Overages
		401 - 533 10 48 000 -		Repairs and Maintenance	97.61	Copier Maintenance & Overages
		401 - 533 10 48 000 -		Repairs and Maintenance	60.64	Copier Maintenance & Overages
		403 - 534 10 48 000 -		Repairs and Maintenance	97.61	Copier Maintenance & Overages
		403 - 534 10 48 000 -		Repairs and Maintenance	60.64	Copier Maintenance & Overages
		101 - 542 30 48 000 -		Repairs and Maintenance	15.25	Copier Maintenance & Overages
		501 - 548 30 48 000 -		Repairs & Maintenance	15.25	Copier Maintenance & Overages
		001 - 558 50 48 000 -		Repairs and Maintenance	15.25	Copier Maintenance & Overages
		001 - 558 60 48 000 -		Repairs and Maintenance	15.25	Copier Maintenance & Overages
		001 - 575 50 48 000 -		Repair & Maint -	3.05	Copier Maintenance & Overages
		001 - 576 80 48 000 -		Repair & Maintenance	9.15	Copier Maintenance & Overages
1244	02/28/2018	Claims	1	E63199 SHELL FLEET PLUS	4,753.98	Fuel
		001 - 518 30 32 000 -		Operating Supplies/Fuel	12.05	Fuel
		107 - 521 20 32 000 -		Fuel	2,204.21	Fuel
		406 - 531 30 32 000 -		Fuel	607.20	Fuel
		401 - 533 50 32 000 -		Fuel	519.17	Fuel
		403 - 534 50 32 000 -		Fuel	1,106.27	Fuel
		101 - 542 30 32 000 -		Operating Supplies/Fuel	233.00	Fuel
		001 - 576 80 32 000 -		Fuel	72.08	Fuel
1245	02/28/2018	Claims	1	63200 SIRENNET.COM	261.74	Fleet Material
		403 - 534 50 31 000 -		Office and Operating Supplie	209.39	#34 Strobe Marker Lights
		101 - 542 30 31 000 -		Office and Operating Supplie	52.35	#34 Strobe Marker Lights
1246	02/28/2018	Claims	1	63201 SIX ROBBLEES' INC.	156.69	Fleet Material
		403 - 534 50 48 001 -		Equipment Repair & Maint	125.35	#34 Marker Lights
		101 - 542 30 48 001 -		Equipment Repair & Maint	31.34	#34 Marker Lights
1247	02/28/2018	Claims	1	63202 STANDARD PARTS CORPORATION (NAPA)	161.33	Fleet Material
		401 - 533 50 31 000 -		Operating Supplies	64.53	#20 Filters, Wiper Blades & Belts
		403 - 534 50 31 000 -		Office and Operating Supplie	96.80	#20 Filters, Wiper Blades & Belts
1248	02/28/2018	Claims	1	63203 TITUS-WILL FORD	2,226.01	Vehicle Repair
		403 - 534 50 48 000 -		Repairs and Maintenance	1,780.81	#40 Converter Assembly, Filters & Sensors
		101 - 542 30 48 000 -		Repairs and Maintenance	445.20	#40 Converter Assembly, Filters & Sensors
1249	02/28/2018	Claims	1	63204 UNIFIRST CORPORATION	716.56	Unifirst; Uniforms; Uniforms; Uniforms
		001 - 518 30 20 002 -		Uniforms	7.28	Uniforms
		001 - 518 30 20 002 -		Uniforms	7.28	Uniforms
		406 - 531 30 20 002 -		Uniforms	50.06	Uniforms
		406 - 531 30 20 002 -		Uniforms	50.06	Uniforms
		401 - 533 50 20 002 -		Uniforms	33.76	Uniforms
		401 - 533 50 20 002 -		Uniforms	86.63	Uniforms
		401 - 533 50 20 002 -		Uniforms	86.63	Uniforms
		401 - 533 50 20 002 -		Uniforms	33.76	Uniforms
		403 - 534 50 20 002 -		Uniforms	118.97	Uniforms

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		403 - 534 50 20 002		Uniforms	118.97	Uniforms
		101 - 542 30 20 002		Uniforms	34.93	Uniforms
		101 - 542 30 20 002		Uniforms	34.93	Uniforms
		501 - 548 30 20 002		Uniforms	19.37	Uniforms
		501 - 548 30 20 002		Uniforms	19.37	Uniforms
		001 - 576 80 20 002		Uniforms	7.28	Uniforms
		001 - 576 80 20 002		Uniforms	7.28	Uniforms
1250	02/28/2018	Claims	1	63205 VERMEER NORTHWEST	549.50	Equipment Rental
		310 - 594 18 61 143		City Hall Retrofit	549.50	Wood Chipper Rental
1251	02/28/2018	Claims	1	63206 WA ASSN SHERIFFS & CHIEFS	75.00	Dues
		107 - 521 20 49 001		Misc/Dues & Memberships	75.00	Associate Dues - Hume
1252	02/28/2018	Claims	1	63207 WA DEPT OF EMPLOYMENT SECURITY	774.19	Unemployment Benefits
		406 - 531 10 20 000		Personnel Benefits	155.28	Unemployment Benefits
		401 - 533 10 20 000		Personnel Benefits	77.64	Unemployment Benefits
		403 - 534 10 20 000		Personnel Benefits	77.64	Unemployment Benefits
		001 - 558 60 20 000		Personnel Benefits	463.63	Unemployment Benefits
1253	02/28/2018	Claims	1	63208 WA STATE DEPT OF AGRICULTURE	116.00	Testing Fees & License
		001 - 518 30 49 002		Misc/Training, Registration	4.35	Pesticide Operator License - Thompson & Russell
		406 - 531 30 49 002		Misc/Trng, Registrations	68.44	Pesticide Operator License - Thompson & Russell
		401 - 533 50 49 002		Misc/Trng, Registrations	19.72	Pesticide Operator License - Thompson & Russell
		403 - 534 50 49 002		Misc/Trng, Registrations	19.14	Pesticide Operator License - Thompson & Russell
		001 - 576 80 49 002		Misc/Trng, Registrations	4.35	Pesticide Operator License - Thompson & Russell
1254	02/28/2018	Claims	1	63209 WATCHGUARD SERVICES	892.43	Software
		503 - 518 80 49 004		Software Licenses/Subscriptio	892.43	UTM Software Suite
1255	02/28/2018	Claims	1	63210 WATER MANAGEMENT LABORATORIES	152.00	Water Testing
		403 - 534 51 41 000		Professional Services	152.00	Water Testing
1256	03/01/2018	Claims	1	E63211 CIT TECHNOLOGY (QDS)	730.30	Copier Lease; Copier Lease
		001 - 513 10 45 000		Operating Rentals and Lease:	49.35	Copier Lease City Hall & PW Admin
		001 - 514 20 45 000		Operating Rentals and Lease:	24.67	Copier Lease City Hall & PW Admin
		001 - 518 30 45 000		Operating Rentals and Lease:	4.93	Copier Lease City Hall & PW Admin
		107 - 521 20 45 000		Operating Rentals and Lease:	236.84	Copier Lease PD
		406 - 531 10 45 000		Operating Rentals and Lease:	68.10	Copier Lease City Hall & PW Admin
		401 - 533 10 45 000		Operating Rentals and Lease:	149.52	Copier Lease City Hall & PW Admin
		403 - 534 10 45 000		Operating Rentals and Lease:	144.58	Copier Lease City Hall & PW Admin
		101 - 542 30 45 000		Operating Rentals and Lease:	10.36	Copier Lease City Hall & PW Admin
		501 - 548 30 45 000		Operating Rentals & Leases	12.34	Copier Lease City Hall & PW Admin
		001 - 558 50 45 000		Operating Rentals and Lease:	12.34	Copier Lease City Hall & PW Admin
		001 - 558 60 45 000		Operating Rentals and Lease:	12.34	Copier Lease City Hall & PW Admin
		001 - 576 80 45 000		Operating Rentals and Lease:	4.93	Copier Lease City Hall & PW Admin
1257	03/01/2018	Claims	1	E63212 COMCAST	10.53	Cable PW
		401 - 533 50 42 000		Communication	5.27	Cable PW Shop
		403 - 534 50 42 000		Communication	5.26	Cable PW Shop
1258	03/01/2018	Claims	1	E63213 COMCAST	409.53	Phone & Internet

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		001 - 513 10 42 000 -		Communication	20.48	Phone Lines & Internet
		001 - 514 20 42 000 -		Communication	20.48	Phone Lines & Internet
		001 - 518 30 42 000 -		Communication	10.24	Phone Lines & Internet
		107 - 521 20 42 000 -		Communication	61.43	Phone Lines & Internet
		406 - 531 10 42 000 -		Communication	40.95	Phone Lines & Internet
		401 - 533 10 42 000 -		Communications	95.22	Phone Lines & Internet
		403 - 534 10 42 000 -		Communication	99.31	Phone Lines & Internet
		101 - 542 30 42 000 -		Communication	20.48	Phone Lines & Internet
		501 - 548 30 42 000 -		Communications	10.24	Phone Lines & Internet
		001 - 558 50 42 000 -		Communications	10.24	Phone Lines & Internet
		001 - 558 60 42 000 -		Communication	10.24	Phone Lines & Internet
		001 - 576 80 42 000 -		Communication	10.22	Phone Lines & Internet
1259	03/01/2018	Claims	1	E63214 PUGET SOUND ENERGY	236.78	Natural Gas
		107 - 521 20 47 000 -		Utilities	71.03	Police Natural Gas
		001 - 569 00 47 000 -		Public Utilities-SC	165.75	MAC Natural Gas
1260	03/01/2018	Claims	1	E63215 PUGET SOUND ENERGY	190.81	Electric Intertie
		403 - 534 50 47 000 -		Public Utility Services	190.81	Electric Intertie
1261	03/01/2018	Claims	1	E63216 VERIZON WIRELESS	145.54	Data Line For Flexnet
		401 - 533 10 42 000 -		Communications	72.77	Data Line For Flex Net
		403 - 534 10 42 000 -		Communication	72.77	Data Line For Flex Net
1262	03/01/2018	Claims	1	E63217 VERIZON WIRELESS	2,044.36	Smart Phones
		001 - 513 10 42 000 -		Communication	44.92	Cell Phones
		001 - 514 20 42 000 -		Communication	1.38	Cell Phones
		001 - 518 30 42 000 -		Communication	12.24	Cell Phones
		503 - 518 80 42 503 -		Communications	129.50	Cell Phones
		107 - 521 20 42 000 -		Communication	897.17	Cell Phones
		107 - 521 20 42 000 -		Communication	99.67	Cell Phones
		406 - 531 10 42 000 -		Communication	54.56	Cell Phones
		406 - 531 30 42 000 -		Communication	231.98	Cell Phones
		401 - 533 10 42 000 -		Communications	55.15	Cell Phones
		401 - 533 50 42 000 -		Communication	148.35	Cell Phones
		403 - 534 10 42 000 -		Communication	55.15	Cell Phones
		403 - 534 50 42 000 -		Communication	202.11	Cell Phones
		101 - 542 30 42 000 -		Communication	26.75	Cell Phones
		501 - 548 30 42 000 -		Communications	5.93	Cell Phones
		001 - 558 50 42 000 -		Communications	62.33	Cell Phones
		001 - 558 60 42 000 -		Communication	3.16	Cell Phones
		001 - 576 80 42 000 -		Communication	14.01	Cell Phones
1263	03/01/2018	Claims	1	E63218 VERIZON WIRELESS	262.86	PW Cell Phones
		001 - 518 30 42 000 -		Communication	6.34	Cell Phones
		406 - 531 30 42 000 -		Communication	38.81	Cell Phones
		401 - 533 50 42 000 -		Communication	16.42	Cell Phones
		401 - 533 50 42 000 -		Communication	94.05	Cell Phones
		403 - 534 50 42 000 -		Communication	67.17	Cell Phones
		101 - 542 30 42 000 -		Communication	13.43	Cell Phones
		501 - 548 30 42 000 -		Communications	0.75	Cell Phones
		501 - 548 30 42 000 -		Communications	19.55	Cell Phones
		001 - 576 80 42 000 -		Communication	6.34	Cell Phones
1264	03/02/2018	Claims	1	63219 ESRI	13,737.50	Software Renewal
		503 - 518 80 49 004 -		Software Licenses/Subscriptio	13,737.50	Annual ArcGIS Online License
1265	03/02/2018	Claims	1	63220 CHRISTIANE MERCER	311.74	Reimbursement
		406 - 531 10 43 000 -		Travel	62.35	Mileage Bias Conference - Mercer

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To: Mayor Styron Sherrell and City Councilmembers
From: Police Chief Hernandez
Date: March 5, 2018
Re: **Interlocal Agreement – Pierce County Jail Services**

ATTACHMENTS: Pierce County Jail Interlocal Agreement
Rate Sheet

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action: I move to authorize the Mayor to sign the attached Interlocal Agreement with Pierce County for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of inmates to the Pierce County Jail.

Fiscal Impact/Source of Funds: Jail costs to Pierce County Jail will be expended on an as-needed basis and paid from the Criminal Justice fund of the General Fund. The costs for incarceration appear on the rate sheet attached to the contract.

Issue: The City of Milton needs to have multiple jail facility alternatives for housing inmates for times when there is no jail space available at a given location. This facility would be utilized to maintain open space for short and long-term commits.

**AGREEMENT PROVIDING FOR THE PROVISION OF
JAIL SERVICES
BETWEEN THE CITY OF MILTON
AND
PIERCE COUNTY**

This Agreement, made and entered into by and between, the City of Milton,, hereinafter referred to as the "City", and the County of Pierce, hereinafter referred to as the "County", under and pursuant to the provisions of Chapter 70.48.090 of the Revised Code of Washington. This Agreement supersedes any prior agreements entered into between the parties herein with regard to the terms and provisions set forth below.

WHEREAS; the County operates and maintains the Pierce County Jail located at 910 Tacoma Avenue South, Tacoma, WA, adjacent to the County-City Building; and

WHEREAS: it is in the best interest of the residents of the City and the County that services and facilities of the Pierce County Jail be made available by the County pursuant to RCW 70.48.090;

NOW THEREFORE, it is agreed between the parties as follows:

1. **Purpose:** The County will undertake and does hereby covenant and agree that, as to each person presented for booking in the County Jail by the City, the County will perform all necessary services incident in the confinement, detention, booking and safekeeping of such persons.
2. **Term:** This agreement shall be in full force for three (3) years beginning January 1, 2018. Upon the expiration of the initial three (3) year term, the Agreement shall be extended automatically for a one year period on each anniversary date unless the parties have provided notice of intent to abandon the agreement. If either party desires to terminate the relationship created by this agreement, they must provide not less than ninety days written notice to the other party prior to the beginning of the calendar year (January 1).
3. **Amendments:** All provisions of this agreement, may be amended in writing at any time by the mutual consent of the parties hereto and such amendments shall take effect immediately. In the event of any conflict, inconsistency, or incongruity between the provision of this agreement and the provision of the amendment, the provisions of the amendment shall in all respects govern and control.
4. **Access:** The County shall provide access to City inmates for all City entities (i.e. prosecutor, court, etc.).
5. **Refusal to Book/Turn-away:** The County retains the right of refusal and/or book of City inmates due to space/capacity challenges and/or medical/mental health issues.

6. **Record Keeping:** Both parties shall cooperate with each other to provide necessary records and information that either party can legally provide to ensure clear communication between the City and County.
7. **Court Transport/Escort:** "Transport" and "Escort" are terms used interchangeably and explicitly refer to the act of transporting an inmate to court and maintaining security while the inmate is in the courtroom. Transport and Escort fees within the Pierce County Jail will be provided at the rate referred to in the "Cost Exhibit" for court escort transports. This is only applicable to those transports within the Jail and/or County-City Building.
8. **Booking:** The County shall endeavor to complete the booking process within thirty (30) minutes per inmate booked. The time for booking under this Agreement begins to run when the inmate is brought face-to-face with the Booking Deputy. A booking is complete when the presence of the City police officer who brought the inmate to the Jail is no longer required and the officer is free to return to his/her other duties.
9. **Inmate Processing:** Inmate processing includes taking fingerprints and pictures of all inmates booked into the Jail.
10. **City Inmate:** For the purpose of this agreement, those inmates considered to be the responsibility of the City shall be defined as follows:
 - a. City inmate means a person housed in the jail following an arrest by a City officer for a City ordinance violation, misdemeanor, or under a City municipal warrant. The term "City Inmate" shall apply retroactively to those persons arrested by a City Police Officer for violations of State law who are detained in jail for violation of a Municipal Ordinance or misdemeanor. It excludes an inmate held under warrants of other governments, and an inmate detained after a City hold has been released.
11. **Definitions:**
 - a. The term "daily rate", for the purposes of this agreement, shall include all costs connected with the maintenance, care and custody, health care, meals, housing, clothing, insurance, administration, rent, supplies, food, and any other related services for the detention of the inmate, including routine medical, pharmacy, mental health and dental treatment. Routine treatment is defined as those services which can be obtained through health care providers within the jail clinic facility.
 - b. Any extraordinary or emergency medical expenses shall be the financial responsibility of the City. Extraordinary or emergency medical expense is any expense beyond that which is normally provided by the health care providers and/or security staff within the Jail facility, including costs for transporting the City inmate by ambulance to a hospital emergency room for medical care.
 - c. Court escort fees shall be charged separately.
 - d. The "daily rate" charge for the confinement and detention of a City inmate shall be applicable after said inmate has been confined in jail for five (5) hours within any twenty-four (24) hour period.

- e. The “booking rate” shall be the charge for the entire booking process which includes a medical assessment of the inmate. It includes registration, fingerprinting, photograph, inventory and safekeeping of personal property, and other functions established by the State.
12. **Payment/Reimbursement:** The rates/fees established for each calendar year of this agreement are subject to annual cost-of-living adjustments. The rates will be adjusted annually in January of each year based on the proportional percentage cost increase or decrease over the prior year (base year) for the following cost factors: 1) salaries; 2) health, pension, workers compensation; 3) post coverage, 4) services (i.e. mental health, medical, food, etc.), 5) special identification process, 6) supplies, 7) utilities, 8) insurance. The percentage increase in each line item shall be allocated to the cost-of-living adjustment based upon the proportion that each individual line represents of the total costs (the sum total of the above line items). Prior to making any cost-of-living adjustments in rates, the County will provide the City with an itemized accounting of the cost allocations for each line item. Both parties shall review the costs allocated to each line item and mutually agree to the annual percentage increase for each line item to the total costs, and the calculation of the annual cost-of-living adjustment. In the event that the actual costs for line item no. 1 (salaries) is not known at the time of the calculation of the annual cost-of-living adjustment, the parties will agree upon a reasonable estimated percentage increase in costs and proportional allocation to be utilized in the calculation of the cost-of-living adjustment. The parties agree that, at such time as the actual percentage increase in costs for salaries and the proportional allocation become known, the parties shall mutually agree upon a recalculation of and adjustment to the annual cost-of-living adjustment reflecting the actual costs for salaries, and upon a lump sum payment, or credit, to provide for recovery of under or over payments made. Annual cost-of-living adjustments exceeding three and one-half (3.5%) are subject to mediation at the request of either party. Payment shall be made within 30 days of receipt of invoice. The County shall provide advance notice of any fee/charge increase and when it is to become effective in writing.
13. **Billing:** The invoice shall include details of the number of inmates per day, bookings, and escorts. The invoice shall be mailed to: City of Milton, 1000 Laurel Street, Milton, WA 98354.
14. **Other Contract Arrangements:** The City reserves the right to separately contract with another entity for the provision of jail services.
15. **Written Notice of Termination:** Either party must provide not less than ninety days written notice of termination to the other party prior to the beginning of the calendar year (January 1); provided that notice of termination may be given no sooner than January 1, 2018 or consecutive years after.
16. **Indemnification**
- a. The CITY shall indemnify and hold harmless the COUNTY, its elected and appointed officers, agents, and employees, from any and all claims, actions,

16. **Entire Agreement:** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representation that are inconsistent with or modify its terms and conditions.
17. **Remedies:** No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the parties to be bound thereby. Failure to assist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance, nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.
18. **Disputes:** Shall be referred to the City Official and the Sheriff for mediation and/or settlement. If not resolved by them within sixty (60) days, either the City Official or the Sheriff, or both of them, may apply to the presiding Judge of the Superior Court of Pierce County, Washington, for appointment of a conciliator. The Conciliator shall assume the functions of an arbitrator of the dispute after a reasonable effort at conciliation fails, should the amount involved in the dispute and application of the principle at issue in future years entail expenditures or appropriations of One Hundred Thousand Dollars (\$100,000) or less. Each party shall pay one-half (1/2) of a conciliator's fee and expenses.
19. **Most Favored Customer:** If at any time during the term of this Agreement any other jail customer obtains rates and/or substantive or procedural terms with respect to any service or other topic included in this Agreement which the City deems more favorable than the terms provided herein, the County will adjust the rate and/or terms for each such service or other topic to conform to the more favorable terms, and those adjustments will be confirmed in writing by the parties as an addendum to this Agreement.

End of Agreement. Signature page immediately follows.



Pierce County

Sheriff of Pierce County

930 Tacoma Avenue South
Tacoma, Washington 98402

December 15, 2017

Chief Tony Hernandez
City of Milton
1000 Laurel Street
Milton, WA 98354

Dear Chief Armitage,

I am pleased to indicate that the County Executive and the County Council have established the jail rates for 2018 that are consistent for all cities/towns, including Tacoma. The authorized 2018 jail rates via the County Jail Rate Ordinance No. 2017-67 (attached) are as follows:

Booking	53.90
Daily Rate	78.90
Escort Fee	129.30
Mental Health Fee	218.50
Special Identification Process	180.40
Major Medical Costs are responsibility of contract agency	

As noted, the contract we offer indicates that the major medical costs are the responsibility of you agency. Therefore, we have attached a new contract that delineates these expectations and will replace the previous agreement we have in place with your agency.

If you have concerns or questions regarding this modification, please contact Julie Williams at 253-798-3430 or via e-mail at jwilli1@co.pierce.wa.us and she will assist you.

Sincerely,

Paul A. Pastor
Pierce County Sheriff

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Cc: Undersheriff Bomkamp
Chief Patti Jackson
Julie Williams
Donna LaFerriere
Carmen Brown
Marilyn Poole
file



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To: Mayor Styron Sherrell and City Councilmembers
From: Police Chief Hernandez
Date: March 5, 2018
Re: **Contract Amendment – SCORE Jail Services – Term Extension**

ATTACHMENTS: SCORE Jail Interlocal Agreement Extension
2018 Rate Amendment – passed 11/20/2017
SCORE Jail Interlocal Agreement – originally signed April 2015

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action: I move to authorize the Mayor to sign the attached amendment to the Interlocal Agreement with SCORE Jail for the purpose of extending the length of term through 12/31/2021, pursuant to which the City will transfer custody of inmates to the SCORE Jail.

Fiscal Impact/Source of Funds: There is no fiscal impact associated with this action. City Council previously approved the 2018 rates for this contract, as shown on the 2018 Rate Amendment attachment.

Issue: The City of Milton needs to have multiple jail facility alternatives for housing inmates for times when there is no jail space available at a given location. This facility would continue to be utilized to maintain open space for short and long-term commits.

The current agreement with SCORE expired in 2017 – this action will extend it through 12/31/2021.



SOUTH CORRECTIONAL ENTITY
Serving the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac, and Tukwila

February 20, 2018

Mayor Debra Perry
City of Milton
1000 Laurel Street
Milton, WA 98354

RE: NOTICE OF EXPIRATION OF TERMS

Dear Mayor Perry,

In reviewing your contract, it was noted that the original term of your contract with SCORE has expired. SCORE did receive your 2018 rate amendment. However, in order to continue to use SCORE, we need an additional addendum that extends the term of the contract.

Please complete the enclosed amendment and return to SCORE at your earliest opportunity. The amendment should be sent to SCORE Jail, 20817 17th Avenue South, Des Moines, WA 98198. If SCORE does not receive the attached amendment within 30 days, we will no longer be able to accept inmates from the City of Milton.

Thank you for your attention to this matter. Please let me know if you have any questions. I can be reached via email at penny@SCOREjail.org or via phone at (206) 257-6262.

Sincerely,

Penny Bartley
Executive Director

Cc: File 15-008

20817 17th Avenue South, Des Moines, Washington 98198 – SCOREjail.org

2018 AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter 2018 Amendment to the Original Agreement”), is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) “SCORE” and the _____
(City/Town Name)

WHEREAS, the Parties entered into the Original Agreement for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE’s correctional facility (the “Facility”); and

WHEREAS, the Parties now desire to amend the Original Agreement to extend the term of the contract;

NOW, THEREFORE, the Parties hereto agree as follows:

- 1) Term. Based upon the conditions established in Section 32 of the Original Agreement, the Term is hereby modified to reflect the following:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the period of January 1, 2018 through December 31, 2021.

Section 1.04. Prior Acts. The Parties hereby affirm that acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

Section 1.05. Survival of Provisions. Except to the extent modified by this 2018 Amendment, the terms of the Original Agreement shall continue in full force and effect until the expiration or termination of the Original Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this 2018 Amendment, all as of the day and year first above mentioned.

CITY/TOWN:

SOUTH CORRECTIONAL ENTITY:

By: _____
(Signature)

By: _____
(Signature)

Name:
Title:

Name: Penny Bartley
Title: Executive Director

Date: _____

Date: _____

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SOUTH CORRECTIONAL ENTITY
Serving the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac, and Tukwila

Passed by City Council Nov 20, 2017

Wednesday, September 6, 2017

Mayor Debra Perry
City of Milton
1000 Laurel Street
Milton, WA 98354

RE: 2018 SCORE Housing Contract

Dear Mayor Perry,

On behalf of SCORE, I would like to thank you for your partnership and cooperative agreement for inmate housing with the South Correctional Entity. We appreciate the chance to offer the City of Milton our services, and we are pleased that you have decided to accept the 2018 rate amendment and have included a signed copy for your records.

We pride ourselves in providing quality services and welcome your feedback. We are available whenever you have questions, comments or suggestions. Please don't hesitate to call or e-mail Executive Director Bartley, Executive Deputy Director Kelly or myself personally as we are happy to assist you.

We greatly appreciate the opportunity to support your city.

Best Regards,

Marilynn Montenegro
Communications & Administrative Manager
(206)257-6222
mmontenegro@scorejail.org



20817 17th Avenue South, Des Moines, Washington 98198 – SCOREjail.org

AMENDMENT # 2 TO ORIGINAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of SEPT. 2, 2017 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the City of Milton (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Agreement for Inmate Housing between the Parties dated 04-20-15, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

1. **2018 Bed Rates.** Section 27 (Bed Rate) of the Original Agreement is hereby replaced in its entirety to say:

In consideration of SCORE's commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

- A. Guaranteed Bed Rate: \$120 0 guaranteed beds
- B. Non-guaranteed Bed Rate: \$175

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

2. **Effective Date; Execution.** The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective **January 1, 2018**. This Amendment to Original Agreement may be executed in any number of counterparts.
3. **Ratification and Confirmation.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

Agency Name:

By: 

Name: Debra Perry
Title: Mayor/Committee
9-2-2017

South Correctional Entity (SCORE)

By: 

Name: Penny Bartley
Title: Executive Director
a/s/h

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AGREEMENT FOR INMATE HOUSING -- 2015

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and City of Milton, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the April 20, 2015 through March 31, 2017.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

Committing Court – the court that issued the order or sentence that established the City's custody of a City Inmate.

Credit for Time Served – credit authorized by the sentencing court against the number of days to be served in confinement.

Detainer – a legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate – a person subject to City custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include City Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

SCORE Facility – the correctional facility operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Specialty Housing – Inmates classified and held within specialty populations, either in medical or mental health housing, or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates

pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return City Inmate. To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City if the City Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the City at least one business day prior to transport if a City Inmate is being returned to the City. The cost of transport shall be paid by the City.

5. Inmate Transport. The City is responsible for the transportation of City Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the closest Member City of arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. The City will also designate drop-off locations within their jurisdiction for this purpose that are mutually acceptable.

6. Inmate Medical Records. Should a City Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the City shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if City Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If the City cannot provide such records, SCORE, in its sole discretion, may refuse to accept a City Inmate.

7. Inmate Property. SCORE shall accept City Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for City Inmate property actually delivered into SCORE's possession. SCORE shall hold and handle each City Inmate's personal property pursuant to SCORE policies and procedures and in the same manner it holds and handles property of other Inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to process the City Inmate's property not delivered and accepted into SCORE's possession. When returning City Inmates to the City, SCORE shall transport City Inmate property according to the provisions of **Attachment B – Property**, and it shall be the responsibility of SCORE to process any of the City Inmate's property not transported with the City Inmate.

8. Booking. City Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the City Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

9. Classification. City Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The City shall provide information regarding each City Inmate as specified in **Attachment C – Classification**.

10. Housing. City Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE.

11. Inmate Work Programs. SCORE may assign City Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

12. Health Care. SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards if accredited.

City Inmates shall be responsible for co-payment for health services according to SCORE policy. The City shall not be responsible to SCORE for City Inmate co-payments. No City Inmate shall be denied necessary health care because of an inability to pay for health services.

SCORE shall notify the City's designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a City Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The City shall be responsible to promptly notify SCORE of any changes in its designee(s).

SCORE shall notify the City within a reasonable time period before the City Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The City acknowledges that such notice may not be reasonably possible prior to emergency care.

The City shall pay for all medical, mental health, most pharmaceuticals, dental or any other medical services that are required to care for City Inmates outside of the SCORE Facility. Pharmaceutical prescribed for the treatment of Hepatitis, HIV, and biologics are not covered within the daily rate. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

Outside medical expenses for City Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the City, which will be solely responsible to recoup these expenses from other jurisdictions.

13. Inmate Discipline. SCORE shall discipline City Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, City Inmates shall not be removed from the SCORE Facility without written authorization from the City or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing.** In the event of the City Inmate's emergency removal, SCORE shall notify the City by electronic means, including e-mail or fax, as soon as

reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of City Inmates. Inmate visitation by friends and family will be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their legal counsel. City will provide to SCORE any numbers inmates should use to reach legal counsel.

17. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each City Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a City Inmate's account. Upon returning custody of a City Inmate to the City, SCORE shall transfer the balance of that City Inmate's account that is not subject to charges, to the City Inmate or to the City in the form of cash, check, debit card or other agreed upon methods in the name of the City Inmate.

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, the City may allow SCORE (or SCORE's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits arising from such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers.**

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release.**

SCORE shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any policies adopted by SCORE. City is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

22. Escape. If a City Inmate escapes SCORE's custody, SCORE shall notify the City as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped City Inmates.

23. Death. If a City Inmate dies while in SCORE custody, SCORE shall notify the City as soon as reasonably possible. The King County Medical Examiner shall assume custody

of the City Inmate's body. Unless another agency becomes responsible for investigation, SCORE's Member Cities shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide SCORE with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and shipment of the body. The City may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associated with this request.

24. Reporting Requirements. SCORE will work with the City to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the City may interview City Inmates and review City Inmates' records. The City shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless City is properly authorized to do so by the Inmate or the other jurisdiction.

26. Technology. SCORE and the City may each permit the other continuous access to its computer database regarding all City Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of SCORE.

27. Bed Rate. In consideration of SCORE's commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

Non-Guaranteed Bed Rate: \$145

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Specialty Housing Surcharge. Should the City have Inmates that are in speciality housing for more than 24 hours, SCORE may charge and a housing surcharge of \$50 for each and every calendar day.

29. Billing and Payment. SCORE shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for City Inmates housed on charges from multiple agencies will be divided equally among those agencies.

30. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36.C:

For billing and other disputes:

A. City must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the City must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

31. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract agencies to represent the contract agencies. At the time set for election of the at-large members, only the representatives of the contract agencies, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

32. Duration of Agreement. The duration of this Agreement shall be from April 20, 2015, at 12:00 A.M. and shall end at 11:59 P.M., on March 31, 2017 unless otherwise terminated in accordance with Section 35 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City.

33. Independent Contractor. In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

34. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and SCORE in connection with or incidental to the performance or non-performance of the City's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

35. Insurance. SCORE and the City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

36. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between SCORE and the City with 90 days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the City's Inmates ("Imperiling Conditions"); 2) the City has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE receives the City's notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s);

and 2) the City has removed its Inmates; and 3) the City has given SCORE formal written notice of final termination pursuant to this Section 36.B.

C. **Material Breach:** Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period.

37. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

38. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

39. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by SCORE to any other person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of SCORE stated herein.

40. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

41. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

42. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County.

43. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the authorized signatory(ies) and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed pursuant to RCW 39.34.040.

44. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after April 20, 2015, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and SCORE under which SCORE houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

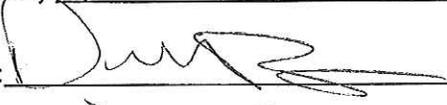
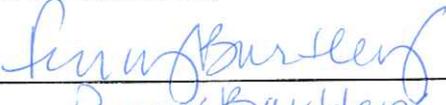
This Agreement may be executed in any number of counterparts.

45. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CONTRACT AGENCY:
Mayor Debra Perry
City of Milton
1000 Laurel St
Milton, WA 98354
253-922-8733

TO SCORE: Director
20817 17th Avenue South
Des Moines, Washington 98198
Phone: (206) 257-6200
Fax: (206) 257-6310

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

SIGNATURE BLOCKS	
Agency: <u>CITY OF MILTON</u>	South Correctional Entity
By: 	By: 
Printed: <u>DEBRA PERRY</u>	Printed: <u>Penny Bartley</u>
Title: <u>MAYOR</u>	Title: <u>Director</u>
Date: <u>4/22/15</u>	Date: <u>4/22/2015</u>

ATTACHMENT A

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

ATTACHEMENT B

PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocket knives).
 - d) Liquids.
 - e) Helmets or any kind.
 - f) Any items that will not fit into the property bag.
 - g) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply SCORE with the following Classification related information, if known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D

BORROWING

One contracting agency may "borrow" another contracting agency's Inmate as follows:

1. If a contracting agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE's facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a City Inmate, the Booking Officers shall review all paperwork provided by the City for all grounds to hold the Inmate.
2. Prior to releasing a City Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the City, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be transferred to ICE upon release from SCORE.

ATTACHMENT F

INMATE RELEASE

SCORE personnel will release City Inmates as follows:

1. To the City for return to the Inmate's residence or closest Member City of arrest.
2. City Inmates for whom bail is posted, or who otherwise have a right to be released may:
 - a) Choose to remain in custody, by signing written waiver, and return to City by the regularly scheduled transport.
 - b) Be released to a family member or friend with confirmed transportation.
 - c) Be released via private taxi.

Back to Agenda Bill



Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: William L. Cameron, City Attorney
Date: March 5, 2018
Re: **Public Hearing – Sign Code Update Ordinance**

ATTACHMENTS: See Agenda Item 8A

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Action: Receive public comments.

Fiscal Impact/Source of Funds: None.

Previous Review: The City Council reviewed the proposed Sign Code at its January Study Session and held a first read of the Ordinance at its February 20 meeting.

This is a required Public Hearing.

The Planning Commission studied this extensively, and this proposed Code reflects the Board's work and recommendation to Council.

This proposed work product has been posted on the front page of the City's website since mid-January.

Issue: In 2015 the United States Supreme Court decided the case of *Reed v. Gilbert*. *Reed* had the effect of repealing virtually every sign code in the United States, Milton's included. This proposed ordinance will bring Milton's Sign Code into required compliance.



Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: William L. Cameron, City Attorney
Date: March 5, 2018
Re: **Ordinance 2nd Read/Adopt – Sign Code Update**

ATTACHMENTS: Proposed Ordinance – includes full text of Sign Code
Current Sign Code red-lined to Proposed Version

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Action: I move to approve the attached ordinance adopting a new Sign Code for the City of Milton.

Fiscal Impact/Source of Funds: None.

Previous Review: The City Council reviewed the proposed Sign Code at its January Study Session, held a first read at its February 20, 2018 meeting, and held a Public Hearing earlier at this March 5 meeting.

The Planning Commission studied this extensively, and this proposed Code reflects the Board's work and recommendation to Council.

This proposed work product has been posted on the front page of the City's website since mid-January.

Issue: In 2015 the United States Supreme Court decided the case of *Reed v. Gilbert*. *Reed* had the effect of repealing virtually every sign code in the United States, Milton's included. This proposed ordinance will bring Milton's Sign Code into required compliance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO SIGNS, AMENDING AND REENACTING CHAPTER 17.50 OF THE MILTON MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, in order to account for the Case of *Reed v. Gilbert* decided by the United States Supreme Court in 2015, and to make needful changes to the City's sign regulation it is appropriate to adopt a new sign code based on the recommendation of the Planning Commission and review by the City Attorney,

NOW, THEREFORE,

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

Section 1. Chapter 17.50 of the Milton Municipal Code be, and the same hereby is, amended and reenacted to read as follows:

17.50.010 Purpose.

The purpose of this Chapter is to regulate the installation, alteration, relocation, number, size, height, material, and placement of signs within the city. Consistent with the comprehensive plan, the regulation of signs protects the health, safety, and welfare of the citizens. It promotes the aesthetic appearance of the city to maintain and protects the value of property. It encourages quality design that creates an attractive and harmonious community and business environment. It provides businesses with the adequate means to advertise their products and services. It preserves the right of free speech exercised by its citizens.

17.50.020 Definitions.

“Abandoned sign” includes a sign that has not been changed or removed within 180 days of ceasing to be relevant.

“Awning” means any structure made of cloth, metal, or other material with a frame attached to a building. Some awnings can be raised flat against the building when not in use.

“Awning sign” means a sign affixed to the surface of an awning.

“Banner sign” means a sign made of cloth, fabric, paper, flexible plastic or material. Banners may contain text, numbers, graphic images or symbols. Pennants and flags are not considered banners.

“Billboard” means an off-premise sign that includes both the structural framework that supports a billboard and any message. Although sometimes smaller, billboard sizes often range from 12 to 14 feet in height and 24 to 48 feet in width.

“Building facade” means the exterior walls of a building exposed to public view or that cannot be viewed by those within the building.

“Canopy” means any structure, other than an awning, made of cloth, metal, or other materials with framework attached to a building or carried by a frame supported by the ground.

“Canopy sign” means a sign erected upon, under, against or directly above a canopy.

“Changeable copy sign” means any sign that is designed so that characters, letters, or illustrations can be changed or rearranged by hand without altering the face or the surface of the sign; i.e., reader boards with changeable pictorial panels.

“Dangerous sign” means a sign that by nature of its condition is hazardous to the public’s health, safety, and welfare.

“Display surface” means the area made available by the sign structure for displaying a message.

“Double-faced sign” means a sign that has a message on opposite sides of a single display surface or sign structure. Wedge, round or multifaceted signs are not double-faced signs when determining square footage. Instead, the area of each face of such signs is used when figuring square footage.

“Electrical sign” means a sign or sign structure that uses electrical wiring, connections or fixtures as a part of the sign, but not including signs illuminated by an exterior light source.

“Electronic sign” means a sign designed to allow changes in the sign electronically and includes signs using video or similar displays. “Festoon” means a strip, string or cluster of balloons.

“Flag” means a piece of cloth or other flexible material attachable by one edge to a pole or rope.

“Flag, Feather” is a flag supported on a vertical pole, arched or right angled at the top to keep the flag open. Feather Flags are temporary signs.

“Flashing sign” means a sign or a portion thereof that changes light intensity or switches on and off, contains motion or the optical illusion of motion by use of electrical energy.

“Freestanding letters” means individual letters, characters or marks comprising any portion of a sign or sign structure, whether erected flat against a wall or upon a framework for support.

“Freestanding sign” means a sign supported by poles, uprights, braces, or standards and is not connected to or supported by any other structure. Pole signs and monument signs are examples of freestanding signs.

“Freeway sign” means a pole or monument sign that is allowed by code for those properties that are located along the Interstate 5 (I-5) right-of-way as defined in 17.50.085.

“Freeway signs” are specifically oriented to the traffic on the interstate rather than other state or local roadways.

“Grade” means the elevation or level of the street (or parking lot) closest to the sign to which reference is made, as measured at the street centerline, or the relative ground level in the immediate vicinity of the sign.

“Marquee” means a permanent structure attached to, supported by and projecting from a building, especially a theater or hotel, or free standing that provides protection from the weather elements. This does not include a projecting roof but does include canopies.

“Marquee sign” means a sign attached to and made part of a marquee.

“Monument sign” means a ground-mounted, fixed sign.

“Multiple occupancy building” means a single structure with a common building access that houses more than one business, office or venture.

“Mural” means is a work of art painted or applied to a wall of a building or other structure.

“Off Premise sign” means a sign concerning matters unconnected with the property upon which the sign is located.

“Parapet” means that portion of a building wall that extends above the roof of the building.

“Pennant” means a sign made of cloth, fabric, flexible plastic, or similar types of material that does not contain text, numbers, images or symbols.

“Permanent sign” means a sign that is erected without restriction on the time allowed for display.

“Permittee” includes any person who should have taken out a permit under this Chapter or MMC 15.05.

“Planned center” means a group of structures housing at least one business, office, venture or independent or separate part of an activity that was processed through the site approval process as one project or that shares access or parking facilities. Individual parcels need not be under the same ownership to qualify as a planned center.

“Pole sign” means any sign, electric or otherwise, hung, supported or cantilevered from one or more supports constructed of structural steel, pipe, or other materials.

“Portable sign” means any sign that is manifestly designed to be transported, including by trailer or on its own wheels, even though the wheels of such sign may be removed and the remaining chassis or support constructed without wheels is converted to an A or T frame sign, or attached temporarily or permanently to the ground, since this characteristic is based on the design of such a sign. Portable signs are usually changeable copy signs.

“Reader board” means a sign that allows for frequent changes of copy. A reader board may be a component of a monument, pole, or wall sign.

“Reader board, mobile” means a reader board sign that is not permanently installed on-site.

“Repair” means to paint, clean, replace damaged parts, or improve the structural integrity of a sign, but not change its size, shape, location, or character.

“Revolving sign” means any sign or sign structure that revolves or partially revolves about an axis.

“Roof” means the exterior surface and its supporting structures on the top of a building. Overhangs extending beyond the facade of the lower wall are part of the roof.

“Roof sign” means any sign erected upon, against, or directly above a roof or parapet of a building or structure. When permitted, eighty percent of the sign area must be backed by the roof system.

“Sandwich board signs” means small signs, either single- or double-faced and portable.

“Sign” means any object, device, display, structure or part thereof that is used to advertise, identify, direct, or attract attention to a product, business, activity, place, person, institution, or event using words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images.

“Sign area” means the area of a sign on which information is placed. Display surface, structures and associated architectural embellishments, framework and decorative features that contain no information and are not illuminated are not calculated in determining sign area. Sign area is calculated by measuring the area of the smallest rectangle, circle, triangle or parallelogram that can be drawn around all parts of the sign to expose the largest display surface, including the background, all spaces and voids between or within letters or symbols that comprise a single word, statement, description, title, name, graphic symbol, or message on the display surface. Sign supporting structures that are part of the sign display are excluded. The “display surface” includes the sign area and the entire perimeter area upon which the letters, graphics, symbols, and framework can be placed but it excludes structures and associated architectural embellishments, framework and decorative features that contain no information.

“Sign graphics” includes all lines, strokes, text, symbols and logos applied to a sign surface excluding the background to which they are applied.

“Sign height” means the vertical distance measured from the adjacent natural grade at the base of the sign to the highest point of the sign structure.

“Sign structure” means any structure that supports or can support any sign as defined in this Chapter. A sign structure may be a single pole and may or may not be an integral part of a building. Any structure that performs an entirely separate use, such as a telephone booth, bus shelter, Goodwill container, fence, etc., is not a sign structure.

“Snipe sign” means an off-premise sign placed on street furniture or the supports thereof. Snipe signs do not include government signs, traffic control devices and specifically authorized signs.

“Street Furniture” is a collective term for objects and pieces of equipment installed along streets and roads for various purposes and is considered government property. It includes benches, traffic barriers, bollards, post boxes, phone boxes, streetlamps, traffic lights, traffic signs, bus stops, taxi stands, public lavatories, fountains, fences, memorials, public sculptures, and waste receptacles.

“Supports” means any structure that’s main purpose is to hold a sign, light, power line, low voltage line, or any other government controlled device, e.g. utility poles.

“Temporary sign” means any sign that is not permanently mounted and that contains a message for an event or happening that will render the sign obsolete upon the event or happening.

“Traffic control device” means a sign to control traffic placed in accord with the Manual for Uniform Traffic Control Devices.

“Unlawful sign” means any sign that was erected in violation of any applicable ordinance or law governing such sign or its construction at the time of its placement and that does not comply with all applicable ordinances or laws now.

“Vision clearance area” means an area of unobstructed sight distance as defined by [MMC 17.44.060](#) or as otherwise required by law.

“Wall plane” includes that portion of a facade that is contained on one general plane. A single wall plane may contain windows and doors but it is generally a solid surface. The fascia of

projecting porches or colonnades may be considered part of the wall plane from which the porch or colonnade projects in calculating signage area.

“Wall sign” means a sign attached or erected parallel to and extending not more than one foot from the facade or face of any building to which it is attached. Signs incorporated into mansard roofs, marquees, or canopies will be treated as a sign attached to a building.

17.50.030 Administration and enforcement.

A. Anyone installing or altering a temporary or permanent sign must obtain a sign permits unless specifically exempted by MMC 17.50.070. The sign must comply with all city codes. The land use administrator will issue all permits for the construction, alteration, and erection of signs in accord with the provisions of this Chapter and other applicable laws.

B. The land use administrator, or code enforcement officer, of the city of Milton will interpret and enforce this Chapter. In addition to complying with the provisions of this Chapter of the zoning code, the materials, structural design, construction, inspection, and maintenance requirements for signs must comply with the Construction Codes administered by the public works department and the current National Electrical Code and the National Electrical Safety Code.

17.50.040 Permits required.

A. It is unlawful for any person to erect, re-erect, construct, enlarge, display, alter or move a sign, or cause the same to be done, without first obtaining a permit for each sign from the land use administrator.

B. A permit is required for signs installed simultaneously on a single supporting structure. Thereafter, each additional sign erected on the structure must have a separate permit.

C. No permit is required for an exempt sign or any sign not specifically regulated by this Chapter.

D. No additional permit is needed to repaint, clean, repair, otherwise perform normal maintenance on a sign or sign structure, or change copy on a changeable copy sign.

17.50.050 Permit application requirements.

To obtain a sign permit, the applicant must make application in writing on forms furnished by the public works department. Every application for a permanent sign must include the following:

A. Contact information, if desired, by the permittee.

B. Identification and description of the sign including the type, size, dimensions, height, and number of faces;

C. Description of the land where the proposed sign is to be located by street address;

D. Consent of the owner or person in legal possession of the property upon which the sign is to be erected or his agent;

E. Sign drawings showing display faces with the proposed message and design accurately represented as to size, area, and dimensions;

F. Site plan drawn to scale containing a north arrow, location of property lines, lot dimensions, location of existing signs, and the location of the proposed sign on the site;

G. Plans, elevations, diagrams, light intensities, structural calculations and other material as may be reasonably required by the land use administrator;

H. If the sign application is for a freestanding sign that proposes a footing, a building permit is required;

I. Documentation demonstrating that the sign installer has a valid Washington State contractor's license when a sign requires a building permit unless the sign is being installed by the owner of the sign;

J. Application for an electrical permit from the city of Milton or other electric provider for any electrical sign;

K. A permit fee as adopted in the latest fee ordinance of the city council;

L. Proof that a city of Milton business license has been obtained by the sign installation contractor and the company that is utilizing the permitted sign if the company utilizing the permitted sign is required to obtain a business license.

17.50.060 Prohibited signs.

Unless otherwise permitted, the following signs are not allowed in any zoning district:

A. Signs that pose a hazard to public health or safety other than because of the message delivered;

B. Signs that make use of words such as "Stop," "Look," "One-Way," "Danger," "Yield," "Slow, Children at Play," "Detour," "Road Construction" or any similar word, phrase, symbol, or lights that interfere with or are confused with pedestrian or vehicular public safety signs as identified in the Manual on Uniform Traffic Control Devices (MUTCD) but which are not placed by the public authority and are not in compliance with the MUTCD or applicable laws and regulations;

C. Signs displaying obscene matter. Matter is obscene as described in RCW 7.48A.010 Moral Nuisances.

D. Signs that obstruct ingress or egress from fire escapes, doors, windows, or other exits or entrances;

E. Signs placed on vehicles or trailers that are parked or located for the primary purpose of displaying the sign unless otherwise specifically allowed by this Chapter (this does not apply to allowed portable signs or to signs or lettering on buses, taxis, or vehicles operating during the normal course of business and excludes signs to advertise the sale of said vehicle);

F. Off-premises signs;

G. Rotating and revolving signs;

H. Signs containing strobe lights that are visible beyond the property line;

I. Abandoned signs;

J. Permanent signs on undeveloped sites;

K. Outdoor, portable electric signs;

L. Mobile reader board signs except as permitted under MMC 17.50.140 as temporary signs;

M. Snipe signs;

N. Blinking or flashing lights, balloons, searchlights, clusters of flags, strings of twirlers or propellers, flares, and other carnival like displays except as approved as temporary signs under MMC 17.50.140;

O. Banners except as approved as temporary signs under MMC 17.50.140;

- P. Unauthorized signs located on government property;
- Q. No sign may be used as a fence nor may any fence be used as a sign nor may any sign be attached to a fence, but a temporary sign may be attached to a fence;
- R. Billboards; and
- S. Any other type or kind of sign that does not comply with the terms, conditions, provisions, and intent contained in this Chapter or other applicable law or ordinance.

17.50.070 Exempt signs.

The following signs do not require a permit for installation. All other provisions of this Chapter apply.

- A. Legal notices, identification, traffic, or other signs erected or required by governmental authority under any law, statute or ordinance;
- B. Signs erected or sanctioned by a government agency;
- C. Historic site markers, plaques, or gravestones and signs on or eligible for listing on federal or state historic registers are excluded from this provision;
- D. Address numbers, identification;
- E. Signs not oriented or intended to be legible from a right-of-way or other property.

Examples may include signs identifying rules for a swimming pool, signs identifying restroom facilities, parking regulations and tow-away signs;

- F. Painted wall decorations or murals;
- G. National, State and City Flags; and
- H. Locally designated historic signs. The Milton Light and Water sign located on the western building elevation of the Public Works Building at 1000 Laurel Street has been identified as a sign of locally important historical significance. (Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).

17.50.080 General provisions.

A. Total Sign Area:

1. For uses in which the building frontage is less than or equal to 100 feet long, the maximum area for all signs shall not exceed 200 square feet.
2. For uses in which the building frontage is more than 100 feet, the maximum area for all signs shall not exceed two square feet per lineal foot of building frontage, or 450 square feet, whichever is less.
3. For multiple occupancy buildings, an additional 50 square feet of wall signage may be displayed for no more than two building occupants (other than in addition to the primary tenant), subject to the provisions of MMC 17.50.110.

B. Signs must comply with all applicable regulations. If a sign is regulated by more than one regulation, e.g. a temporary sign in the right-of-way, then the sign must comply with all the regulations applicable to the sign unless otherwise provided.

17.50.083 Signs in the right-of-way.

A. Except for traffic control devices, Sandwich board signs, temporary signs, temporary construction signs associated with work within the public right-of-way, and properly authorized banners (see MMC 17.50.140), no signs may be erected or placed within the public right-of-way. Sandwich board signs, temporary signs may be placed in the right-of-way outside of median strips, public sidewalks, and vehicular and bicycle lanes and must provide at least four feet of unobstructed sidewalk. They may not block driveways or be affixed to utility poles, trees, or traffic control devices, and may not block vision clearance areas.

B. Vision Clearance Area. Pole signs are permitted in the vision clearance area where the bottom of the sign is at least 10 feet above the elevation of the street grade.

C. Vehicle Area Clearances. When a sign extends over a private area where vehicles travel or are parked, the bottom of the sign structure must be at least 14 feet above the ground. Vehicle areas include driveways, alleys, parking areas, and loading and maneuvering areas. Exceptions are prohibited.

D. Pedestrian Area Clearances. When a sign extends over a walkway or other space accessible to pedestrians, the bottom of the sign structure must be at least eight feet above the ground. Exceptions are prohibited.

17.50.085 Freeway signs.

Freeway signs are located along and specifically oriented toward traffic on I-5.

A. Maximum Number and Spacing.

1. RS, RMD, RM, MX, CF, OS: Zero.

2. B, M-1: One per parcel or one per planned center when the parcel or planned center directly abuts the I-5 right-of-way. The parcel or planned center must be a minimum of 12,000 square feet in area, or have been legally created prior to January 1, 2003, in order to erect a freeway sign. The freeway sign is in addition to other allowed signage, it must be located along the side of the property nearest I-5, and it must be oriented toward I-5.

B. Size Allocation.

1. RS, RMD, RM, MX, CF, OS: Does not apply.

2. B, M-1: Up to a maximum sign area of 125 square feet. No display surface may exceed 250 square feet.

C. Maximum Height.

1. RS, RMD, RM, MX, CF, OS: Does not apply.

2. B, M-1: 40 feet.

D. Landscape and Siting Requirements. Freeway signs must be located in a planting bed of equal area to the area of the sign. The planting bed may be included within the planting strips required under MMC 17.15C, Landscape regulations table. The minimum dimension of the planting bed must be 10 feet measured from inside face of the curb to inside face of curb. The planting beds will be improved with the following:

1. One gallon groundcover planted 12 inches on center; and

2. One shrub per 10 square feet of sign area. Shrubs located within the vision clearance area may not be taller than 36 inches. (Ord. 1666 § 2, 2006; Ord. 1563 § 2, 2003).

17.50.090 Pole signs.

Pole signs are an alternative to monument signs for planned centers.

A. Maximum Number and Spacing.

1. RS, RMD, RM, MX: Zero.
2. B, CF, M-1, OS: One center identification sign per parcel.

B. Size Allocation.

1. RS, RMD, RM, MX: Does not apply.
2. B, CF, M-1, OS: Maximum sign area of 100 square feet. No display surface may exceed 200 square feet.

C. Maximum Height.

1. RS, RM, RMD, MX: Does not apply.
2. RM: 12 feet.
3. B, CF, M-1, OS: 20 feet.

D. Landscape and Siting Requirements. Pole signs must be located in a planting bed of equal area to the area of the sign. The planting bed may be included within the planting strips required under MMC 17.15C, Landscape regulations table. The minimum dimension of the planting bed must be five feet measured from inside face of curb to inside face of curb. The planting beds will be improved with the following:

1. One gallon groundcover planted 12 inches on center; and
2. One shrub per 10 square feet of sign area. Shrubs located within the vision clearance area may not be taller than 36 inches.

17.50.100 Monument signs.

Monument signs with a height ranging from five to 12 feet above the average ground elevation, and a base (not included in the sign surface area calculation) that is attached to the ground as a wide base of solid construction so that the bottom of the sign is no more than six inches above the base are the preferred sign type along street frontages.

A. Maximum Number.

1. RS, RMD, MX: Zero for residential uses; one per street frontage for permitted or conditionally permitted nonresidential uses. One subdivision identification sign is permitted per subdivision.
2. RM: One per street frontage.
3. B, CF, M-1, OS: One per street frontage. For extended street frontage, one sign per vehicle entrance at least 250 feet apart.

B. Size Allocation.

1. RS, RMD, MX: Maximum 64 square feet for permitted or conditionally permitted uses; except for a subdivision identification sign which may be a maximum of 36 square feet.
2. RM: 64 square feet.
3. B, CF, M-1, OS: Minimum of 32 square feet up to a maximum sign area of 48 square feet. No display surface may exceed 96 square feet.

C. Maximum Height.

1. RS, RMD, MX: Eight feet.
2. RM: 12 feet.

3. B, CF, M-1, OS: 12 feet.

D. Landscape and Siting Requirements. Monument signs must be located in a planting bed of equal area to the area of the sign. The planting bed may be included within the planting strips required under MMC 17.15C, Landscape regulations table. The minimum dimension of the planting bed must be five feet measured from inside face of curb to inside face of curb. The planting beds will be improved with the following:

1. One gallon groundcover planted 12 inches on center; and
2. One shrub per 10 square feet of sign area. Shrubs located within the vision clearance area may not be taller than 36 inches.

E. Indirect Lighting. Monument signs, where permitted in residential zones (RS, RMD, RM), may only be illuminated from an indirect source.

F. When Not Allowed. A monument sign is not permitted if existing signs attached to buildings exceed the limit of 15 percent of the wall area.

17.50.110 Signs attached to buildings.

Awning, fascia, marquee, roof, and wall signs are permitted signs for attachment to buildings. Signs attached to buildings are permitted on wall elevations that are viewable from public rights-of-way or on wall elevations containing public entrances to the building.

A. Maximum Number. No limit within the size allocation. A limit of one roof sign per wall elevation viewable to the public (see roof sign definition). Multiple occupancy buildings may display one additional wall sign for each additional occupant, subject to the maximum area per sign described in subsection C of this section.

B. Size Allocation.

1. RS, RMD: Four square feet or 10 percent of the wall area, whichever is greater.
2. RM: Eight square feet.
3. MX: 48 square feet or 15 percent of the wall area, whichever is greater.
4. B, CF, M-1, OS: 48 square feet or 15 percent of the wall area, whichever is greater.

C. Maximum Area per Sign.

1. RS, RMD: 32 square feet per sign (roof signs are prohibited).
2. RM: Eight square feet (roof signs are prohibited).
3. MX: 100 square feet (each roof sign may be a maximum of 24 square feet, where no display surface may exceed 48 square feet). For multiple occupancy buildings, the individual building occupant signs allowed by subsection A of this section may not exceed 25 square feet of display surface.
4. B, M-1: 200 square feet (each roof sign may be a maximum of 24 square feet, where no display surface may exceed 48 square feet). For multiple occupancy buildings, the individual occupant signs allowed by subsection A of this section may not exceed 25 square feet of display surface.
5. CF, OS: 100 square feet (each roof sign may be a maximum of 24 square feet, where no display surface may exceed 48 square feet).

D. Wall signs may not exceed 12 inches in thickness.

E. Illumination. The illumination of signs shall not interfere with traffic, traffic control devices or the signs of others. Signs on awnings or canopies may not be illuminated internally if the light illuminates other than the sign.

17.50.120 Sandwich board signs.

A. Maximum Number.

1. RS, RMD, RM: Zero.
2. B, CF, M-1, MX, OS: One per one hundred feet of frontage.

B. Size Allocation.

1. RS, RMD, RM: Does not apply.
2. B, CF, M-1, MX, OS: 12 square feet.

C. Maximum Height.

1. RS, RMD, RM: Does not apply.
2. B, CF, M-1, MX, OS: Four feet.

D. No Obstruction. Sandwich board signs must be placed so they do not obstruct the passage or view of vehicles or pedestrian on or entering the public way.

E. Duration. A Sandwich board sign is permitted to remain in place only so long as it is providing immediately useful information. MMC 17.50.140 applies to sandwich boards that are also temporary signs.

17.50.140 Temporary signs.

A. Temporary signs must conform to MMC 17.50.080.

1. No flashing temporary sign of any type is permitted; however, internally illuminated signs, e.g., portable reader boards, are permitted if they conform to the current National Electrical Code and the National Electrical Safety Code;
2. All temporary signs must be securely fastened and positioned in place so as not to constitute a hazard to pedestrians or motorists;
3. No temporary sign may project over or into the travelled portion of a street, sidewalk or way except properly authorized banners installed by the city of Milton.
4. Temporary signs may not be within 300 feet along the same street frontage of any other temporary sign providing the same information or having the same owner.

B. The duration of display for the following temporary signs shall be as follows:

1. Blinking or flashing lights, balloons, banners, searchlights, clusters of flags, strings of twirlers or propellers, flares, air dancers and other carnival like displays may be displayed before and during an event so long as the display does not exceed thirty days within any 90-day period;
2. Mobile reader boards, fence signs and off premise signs may be used a reasonable time before and during an event;
3. Temporary signs may be placed a reasonable time prior to the event or happening;
4. Yard signs not exceeding 24 inches by 36 inches are permitted in all residential zones for not more than 90 days in a calendar year; and
5. Signs permitted by this section must be removed promptly after the event or happening and in no event more than two days after the event or happening.

C. The duration of displays in Business and Industrial zones west of Interstate 5.

1. The temporary signs described in this section may be extended by permit under 17.50.180 in B and M-1 zones west of Interstate 5 for indefinite periods so long as the sign is not a permanent sign.

2. In applying for a Deviation under this subsection, only the criteria in 17.50.180 C. 3, 5 and 6 need be met.
3. Signs under this subsection have no nonconforming rights.

17.50.145 Uptown Standards.

A. This section applies only to the Uptown District. The specific regulations in this section apply only to Uptown District but do not supplement or otherwise effect any other regulation in this Chapter.

B. Portable, Temporary and Sandwich Board signs are not allowed on the sidewalks, and no more than one such sign per 100 feet of frontage is allowed. A permit is required for portable signs. There is no fee for the permit for Temporary Signs.

C. Air dancers and feather flags are not permitted.

D. Perpendicular Wall Signs. Perpendicular signs are permitted for pedestrian traffic, but may not exceed four square feet.

E. Monument or Freestanding Signs are required for all separate structures.

17.50.150 Nonconforming signs.

A. A sign is legally nonconforming if it is out of conformance with this code and was lawfully erected in compliance with the applicable sign ordinance of the city or county that was effective at the time of sign installation, and a valid permit for such sign exists.

B. A legal nonconforming sign must be brought into compliance with this Chapter or removed if:

1. The sign is abandoned;
2. The sign is damaged more than 50 percent of its replacement value, unless such destruction is the result of vandalism or intentional destruction or removal by someone not authorized by the sign owner;
3. The owner seeks to change the sign structure supporting, holding, or surrounding the sign, other than minor maintenance or repair;
4. The occupant space(s) to which the sign applies is undergoing an expansion or renovation that increases the size of the occupant space floor area or site coverage by 20 percent or more, or the value of the expansion or renovation exceeds 50 percent of the assessed value of the structure;
5. The building to which the sign applies is demolished; or
6. The sign is more than 20 years old.

17.50.160 Maintenance of signs.

All signs and landscape, including signs heretofore installed, must be constantly maintained in a state of security, safety, and repair. The owner or occupant of the premises on which any sign is not securely, safely and properly maintained or is dangerous must repair or remove the sign within five working days after receiving notice from the building official. The owner or occupant must repair or remove damaged signs or signs in disrepair within 30 days. The premises surrounding a sign must be free and clear of rubbish and the landscaping area free of weeds.

17.50.170 Removal of signs.

A. All signs and sign structures that do not conform to the Construction Codes, MMC 15.05, that are a hazard to life and property, or that by their condition or location present an immediate and danger to the public, must be discontinued or made to conform within the time the building official may specify. If the owner cannot be found or refuses to comply with the order to remove, the building official may then have the dangerous sign removed and the owner cited. The cost of removing the sign plus administrative costs will be charged to the property owner.

B. Any person who owns or leases a nonconforming sign must remove the sign when it has been abandoned.

C. If the permittee has not identified himself, the City may remove any sign once it has ceased to be relevant, if it should be removed under this section or if the City might have requested the permittee remove it.

17.50.180 Deviation from standards.

A. Authority. The land use administrator may grant a deviation from the requirements of this Chapter using Process II (MMC 17.71). In granting any deviation, the director may prescribe conditions that are necessary to satisfy the criteria below.

B. Nonconforming signs. The land use administrator may grant a deviation from standards from the provisions of MMC 17.50.150(B)(4) requiring the removal of a nonconforming sign because of a change in copy only if the circumstances prompting the deviation from standards request do not result from the actions of the applicant. A change in telephone area code or street name are two examples of potential changes in copy that would not be prompted by the actions of the applicant.

C. Standards. The land use administrator may grant a deviation from standards of this Chapter only if the applicant demonstrates compliance with the following criteria:

1. The deviation from standards as approved does not constitute a grant that is inconsistent with the intent of the sign code;
2. The deviation from standards is necessary because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;
3. The granting of the deviation from standards will not be materially detrimental to the public welfare or injurious to property or improvements in the vicinity and in the zone in which the subject property is located;
4. The special conditions and circumstances prompting the deviation from standards request do not result from the actions of the applicant;
5. The deviation from standards as granted represents the least amount of deviation from the prescribed regulations necessary to accomplish the purpose for which the deviation from standards is sought and that is consistent with the stated intent of this Chapter; and
6. The granting of the deviation from standards will not constitute a public nuisance or adversely affect the public safety and the proposed deviation from standards does not interfere with the location and identification of adjacent buildings or activities.

D. Other considerations. The land use administrator will grant deviations that are necessary to comply with MMC 17.50.182. The administrator will also consider deviations necessary to harmonize a sign with any associated structures of a recognized architectural style whether new construction or an existing structure.

17.50.182 Construction.

A. Not content based. The City recognizes that content-based laws target speech based on its communicative content, they are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. Except where a compelling state interest is involved such as the control of public safety matters, this Chapter does not in any way deal with the content of signs other than as expressly stated.

B. Narrowly construed. This Chapter shall be narrowly construed to impose the least impingement on free speech and expression as is consistent with the exercise of the police power of the City.

C. No criminal activity permitted. Nothing in this subsection shall be construed as permitting the public display of illegal pornography, or the solicitation for the commission of crimes or treason.

17.50.185 Signs of Historical Community Significance.

A. A sign may be designated by the City Council as a sign of historical community significance.

B. When a sign of historical community significance is reestablished after a period of absence, the sign must be restored to its historic appearance, height, and width to be classified as a historically significant. If the sign is altered, including but not limited to additional messaging that was not historically present, the sign will not be considered historically significant.

17.50.190 Penalty for violations.

A. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, move, improve, convert, demolish, equip, or use any sign or sign structure in the city, or cause or permit the same to be done, contrary or in violation of any provisions of this Chapter.

B. Any person, firm, or corporation violating any of the provisions of this Chapter shall be guilty of a misdemeanor and punishable as set forth in MMC 9.04.040.

17.50.200 Severability.

If any clause, sentence, paragraph, section or part of this Chapter or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgement shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any part thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Milton City Council the __ day of _____, 2018, and approved by the Mayor, the __ day of _____, 2018.

SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

ELLIE HOOMAN, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
WILLIAM L. CAMERON, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Milton, Washington

On the ____ day of _____, 2018, the City Council of the City of Milton, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

[Paste Title of Ordinance]

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2018.

Ellie Hooman, CITY CLERK

Back to Agenda Bill

Chapter 17.50

SIGN CODE*

Sections:

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- ~~17.50.105 Mixed use town center monument sign.~~
- 17.50.110 Signs attached to buildings.
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- ~~17.50.130 Directional signs.~~
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- 17.50.150 Nonconforming signs.
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~~*Prior legislation: Ord. 1405.~~

17.50.010 Purpose.

The purpose of this ~~chapter~~Chapter is to regulate the installation, alteration, relocation, number, size, height, material, and placement of signs within the city. ~~In-~~conformanceConsistent with the comprehensive plan, the regulation of signs ~~is found to protect~~protects the health, safety, and welfare of the citizens. It ~~is intended to promote~~promotes the aesthetic appearance of the city to maintain and ~~enhance its~~protects

~~the value of~~ property ~~values~~. It ~~is intended to encourage~~ encourages quality design that creates an attractive and harmonious community and business environment ~~which. It~~ provides businesses with the adequate means to advertise their products and ~~/or~~ services. ~~It is further intended to preserve~~ preserves the right of free speech exercised by its citizens. (Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).

17.50.020 Definitions.

~~“A board/sandwich board signs” means small type signs, either single or double faced, portable, upon which is generally placed advertising copy denoting products or services being offered upon the premises on which such signs are placed.~~

~~“Abandoned sign” means~~ includes a sign that ~~no longer correctly identifies, exhorts or advertises any person, business, lessor, owner, product or activity conducted or available on the premises where such sign is located and which~~ has not been changed or removed within 180 days of ~~a tenancy change~~ ceasing to be relevant.

~~“Advertising copy” means any sign graphics, background colors, logos or trademarks that identify or promote the sign user or any product or service; or that provides information about the sign user, the building or the products or services available.~~

~~“Awning” means any structure made of cloth, metal, or other material with a frame attached to a building, whether or not the same is so erected as to permit its being raised to a position. Some awnings can be raised~~ flat against the building when not in use.

~~“Awning sign” means a sign affixed to the surface of an awning and which does not extend vertically or horizontally beyond the limits of such awning.~~

~~“Balloon” means a latex balloon 36 inches or less in diameter tethered on a cord not greater than four feet in length.~~

~~“Balloon, rooftop” means a balloon with a vertical dimension greater than 36 inches but not greater than 25 feet.~~

~~“Banner sign” means a sign made of cloth, fabric, paper, nonrigid~~ flexible plastic or ~~similar types of~~ material. Banners may contain text, numbers, graphic images or symbols. Pennants and flags are not considered banners.

~~“Billboard” means a preprinted or handpainted changeable advertising copy~~ an off-premise sign that ~~directs attention to businesses, commodities, services, or facilities~~

~~that are not primarily sold, manufactured, or distributed from the property on which the sign is located. The term “billboard” includes both the structural framework that supports a billboard and any billboard faces attached thereto message. Although sometimes smaller, billboard sizes often range from 12 to 14 feet in height and 24 to 48 feet in width. A billboard is not a “changeable copy sign” as defined below.~~

“Building facade” means the exterior walls of a building exposed to public view or that ~~wall cannot be~~ viewed by ~~persons not those~~ within the building.

~~“Business sign” means a sign located on the premises of the business with which it is associated.~~

“Canopy” means any structure, other than an awning, made of cloth, metal, or other materials with framework attached to a building or carried by a frame supported by the ground.

“Canopy sign” means ~~anya~~ sign erected upon, under, against or directly above a canopy.

~~“Center identification sign” means any sign that identifies a shopping center, industrial center, or office center by name, address, or symbol. Center identification signs may also identify individual tenants or businesses within the center.~~

~~“Change in nature” means an expansion of the building or structure housing the business in excess of 50 percent of the existing assessed value, or a change in the name of the business that would require a change in signage.~~

“Changeable copy sign ~~(manual)”~~ means any sign that is designed so that characters, letters, or illustrations can be changed or rearranged by hand without altering the face or the surface of the sign; i.e., ~~readerboards~~ reader boards with changeable pictorial panels. ~~A billboard is not a changeable copy sign.~~

~~“Changing message center” means an electronically controlled sign, message center, or readerboard where copy changes of a public service or commercial nature are shown on the same lamp bank; i.e., time, temperature, date, news, or commercial information of interest to the traveling public.~~

~~“Commercial flag” means a flag no larger than 24 square feet identifying the words, numbers, or business/corporate images and symbols. No more than 12 commercial flags may be erected on a site.~~

~~“Construction sign” means a temporary nonilluminated sign giving the name or names of principal contractors, architects, lending institutions, or other persons~~

~~or firms responsible for construction on the site where the sign is located, together with other information included thereon.~~

~~“Damaged/disrepaired sign” means a sign that is damaged, in disrepair, or vandalized and not repaired within 60 days of the damaging event.~~

~~“Dangerous sign” means a sign that by nature of its condition is hazardous to the public’s health, safety, and welfare.~~

~~“Directional sign” means a permanently erected single or double faced sign designed to guide or direct pedestrian or vehicular traffic to an area, place, or convenience. Directional signs shall only contain information on exits, entrances, parking, telephones, restrooms, or similar types of information and the name and/or logo of the business where the directional sign is located.~~

~~“Directory sign” means a sign on which the names and locations of occupants or the use of a building is given.~~

“Display surface” means the area made available by the sign structure for ~~the purpose of~~ displaying ~~the advertising a~~ message.

“Double-faced sign” means a sign that has ~~advertising copy a~~ message on opposite sides of a single display surface or sign structure. Wedge, round or multifaceted signs ~~shall~~ are ~~not be considered~~ double-faced signs when determining square footage. Instead, the area of each face of such signs is used when figuring square footage.

“Electrical sign” means a sign or sign structure that uses electrical wiring, connections ~~and/~~ or fixtures as a part of the sign, but not including signs illuminated by an exterior light source.

“Electronic sign” means a sign designed to allow changes in the sign ~~graphics~~ electronically ~~and includes signs using video or similar displays.~~ “Festoon” means a strip ~~or,~~ string or cluster of balloons ~~that includes clusters or strings of balloons connected to a fixed object or vehicle on at least one end of the festoon.~~

“Flag” means a piece of cloth or other ~~nonrigid~~ flexible material ~~identifying one of the following;~~ attachable by one edge to a pole or rope.

- ~~1. Flag of a nation;~~
- ~~2. Commemorative flag such as a POW flag; or~~
- ~~3. Flag of a political subdivision.~~

~~“Flag, commercial.” See “Commercial flag.”~~

~~“Flag, Feather” is a flag supported on a vertical pole, arched or right angled at the top to keep the flag open. Feather Flags are temporary signs.~~

“Flashing sign” means a sign or a portion thereof that changes light intensity or switches on and off ~~in a constant, random or irregular pattern or,~~ contains motion or the optical illusion of motion by use of electrical energy. ~~Changing message centers shall not be considered flashing signs.~~

“Freestanding letters” means individual letters, characters or marks comprising any portion of a sign or sign structure, whether erected flat against a wall or upon a framework for support.

“Freestanding sign” means a sign supported by poles, uprights, braces, or standards and is not connected to or supported by any other structure. Pole signs and monument signs are examples of freestanding signs.

“Freeway sign” means a pole or monument sign that is allowed by code for those properties that are located along the Interstate 5 (I-5) right-of-way as defined in ~~this chapter~~ 17.50.085.

“Freeway signs” are specifically oriented to the traffic on the interstate rather than other state or local roadways.

~~“Garage sale sign” means a temporary sign that advertises a residentially based garage sale.~~

“Grade” means the elevation or level of the street (or parking lot) closest to the sign to which reference is made, as measured at the street centerline, or the relative ground level in the immediate vicinity of the sign.

~~“Grand opening” means welcoming clients, customers, etc., into a newly opened or relocated place of business for the purpose of promoting or familiarizing people with the business. To be eligible for grand opening signs, the business must be lawfully licensed by the city of Milton and have been open for three months or less (see also MMC 17.50.040(B)).~~

~~“Graphic” means any of the following: symbols or pictures formed by writing, drawing, or engraving, relating to the written or printed word, the symbols or devices used in writing or printing to represent a symbol, word, meaning, or message.~~

~~“Identification sign” means a sign that is limited to the name, address and number of a building, institution, or person and to the activity carried on in the building or institution, or the type of occupancy of the person.~~

~~“Illuminated sign” means a sign designed to give forth any artificial or reflected light, either directly from a source of light incorporated into or connected with such sign, or indirectly from a source intentionally directed upon it, so shielded that no direct illumination from it is visible elsewhere than on the sign and in the immediate proximity thereof.~~

~~“Incidental sign” means a small sign, four square feet or less in area, intended primarily for the convenience and direction of the public on the premises. Incidental signs do not advertise but are for informational purposes only. Incidental signs may contain information that denotes the hours of operation, telephone number, credit cards accepted, entrances and exits, and information required by law. Incidental information may appear on a sign having other copy as well, such as an advertising sign.~~

~~“Institutional sign” means a sign to identify educational, civic, and religious institutions.~~

~~“Internal illumination” means a source of lighting concealed entirely within a sign that makes sign graphics visible by transmitting light through a translucent or semi-translucent material.~~

~~“Landscaping” means trees, shrubs, and groundcover used around or under the base of monument signs. Required landscaping may be planted in concrete planters, landscape beds, or planter boxes.~~

~~“Lawn sign” means a temporary sign within the lawn or landscape area of a site. Lawn signs often identify businesses that have performed improvements to a building or site. Political signs are not considered lawn signs.~~

~~“Liquidation sign” means a temporary sign for the purposes of identifying liquidation sales.~~

~~“Logo” means an identifying emblem or insignia containing sign graphics, symbols or colors typically used for identification and/or advertisement.~~

~~“Marquee” means a permanent structure attached to, supported by and projecting from a building and providing, especially a theater or hotel, or free standing that provides protection from the weather elements, ~~but. This~~ does not include a projecting roof. ~~For purposes of this chapter, a freestanding permanent roof-like structure providing protection from the elements, such as a service station gas pump island, will also be considered a marquee. This also includes~~ but does include canopies.~~

~~“Marquee sign” means a sign attached to and made part of a marquee. A marquee (or canopy) is defined as a permanent roof-like structure attached to and supported by the building and projecting beyond a building, but does not include a projecting roof.~~

~~“Monument sign” means a ground-mounted, fixed sign with a height ranging from five to 12 feet above the average ground elevation. The base (not included in the sign surface area calculation) is attached to the ground as a wide base of solid construction. In no instance shall the bottom of the sign be more than six inches above the base.~~

~~“Multiple occupancy building” means a single structure with a common building access that houses more than one retail business, office or commercial venture.~~

~~“Municipal facility sign” means a sign that is located on the premises of a facility owned or operated by the city of Milton.~~

~~“Mural” means a decorative design or scene intended to provide visual enjoyment that is a work of art painted or placed on an exterior applied to a wall of a building wall. A mural contains no commercial message, logo, corporate symbol, or registered trademark or other structure.~~

~~“Neighborhood identification”Off Premise sign” means a sign to identify a particular residential area or development.~~

~~“Neon lighting” means illuminated tubing forming sign graphics or that is otherwise used as an exposed lighting source. For the purpose of this chapter, the term “neon” will be considered a generic term for this type of lighting regardless of the type of fluorescing gas or material contained within the tubing.~~

~~“Neon sign” means neon lighting used to draw attention to a business or building in any manner, including (but not limited to) neon sign graphics, logos or outlining of a building’s architectural features.~~

~~“Nonconforming sign” means any sign, legally constructed, that does not conform to the requirements of this chapter.~~

~~“Nonstructural trim” means the molding, battens, caps, nailing strips, latticing, cutouts, or letters and walkways that are attached to the sign structure.~~

~~“Off-premises sign” means a sign that identifies, advertises, or gives directional information to a commercial establishment not located on the premises where~~

~~the sign is installed or maintained. A billboard is an example of an off-premises sign.~~

~~“Off-site directional arrow real estate signs” means off-site, portable, temporary, directional signs intended to assist people in finding the location of difficult to locate concerning matters unconnected with the property that is offered for sale. They may not exceed six inches in height or 24 inches in length per side, must be freestanding on their own stake and the bottom edge of the sign must be placed at ground level.~~

~~“On-premises sign” means a sign that carries only advertisements and messages strictly applicable to a lawful use of the premises on upon which ~~it~~the sign is located.~~

~~“On-site real estate sign” means a temporary or portable sign placed on the subject property that advertises that the property is for sale, rent, or lease. The number of such signs shall be limited to one per broker per street frontage or public entrance, whichever is greater. For a dwelling unit, the area of the sign shall be no greater than 12 square feet, where no sign face may exceed six square feet. For other uses and developments, the size of an on-site real estate sign shall not exceed 64 square feet, where no sign face may exceed 32 square feet. All on-site real estate signs must be removed when the sale closes or in the case of a rental or lease, when the tenant takes possession.~~

~~“Open house sign” means a portable or temporary sign advertising property that is for sale, rent, or lease. The number of such signs shall be limited to three per property per agent, except that if the agent has more than one property in a development listed for sale, rent, or lease, the agent’s total number of such signs for the development shall be limited to four. The area of such signs shall be no greater than 12 square feet. They may be placed in the right-of-way outside of median strips, public sidewalks, and vehicular and bicycle lanes. They may not block driveways or be affixed to utility poles, trees, or traffic signs. Open house signs must be removed each day at the conclusion of the open house and are permitted only between sunrise and sunset when the seller or the agent are in attendance at the property.~~

~~“Painted signs” means a sign or sign structure, nonelectrical in nature, except such signs may have illumination from an exterior light source.~~

“Parapet” means that portion of a building wall that extends above the roof of the building.

~~“Patio sale sign” means a temporary sign that advertises a residentially based patio sale.~~

“Pennant” means a sign made of cloth, fabric, ~~nonrigid~~flexible plastic, or similar types of material that ~~is not more than 24 square feet in size. Pennants may~~does not contain text, numbers, ~~or business/corporate~~ images ~~and/or~~ symbols. ~~No more than 12 pennants may be erected on a site. Banners and flags are not considered pennants. Pennants need not be triangular in shape.~~

~~“Perimeter” means the outer boundary required to enclose a sign area.~~

“Permanent sign” means a sign that is erected without restriction on the time ~~period~~ allowed for display.

“Permittee” includes any person who should have taken out a permit under this Chapter or MMC 15.05.

“Planned center” means a group of structures housing at least one ~~retail~~ business, office, ~~commercial~~ venture or independent or separate part of ~~a business~~an activity that was processed through the site approval process as one project or that shares ~~the~~ access ~~and/or~~ parking facilities. Individual parcels need not be under the same ownership ~~in order~~ to qualify as a planned center.

“Pole sign” means any sign, electric or otherwise, hung, supported or cantilevered from one or more supports constructed of structural steel, pipe, or other materials ~~or combinations of same.~~

~~“Political sign” means any temporary sign that advertises a candidate for public elective office or any political party or a sign that promotes a position on a public or ballot issue.~~

~~“Porch sale sign” means a temporary sign that advertises a residentially based porch sale.~~

“Portable sign” means any sign that is manifestly designed to be transported, including by trailer or on its own wheels, even though the wheels of such sign may be removed and the remaining chassis or support constructed without wheels is converted to an A or T frame sign, or attached temporarily or permanently to the ground, since this characteristic is based on the design of such a sign. ~~It is characteristic of such a portable sign that the space provided for advertising matter consist of a changeable copy sign~~Portable signs are usually changeable copy signs.

~~“Projecting sign~~Reader board” means a sign, ~~other than a wall sign, that is attached to and projects more than one foot from a structure or other building face.~~

~~“Projection” means the distance by which a sign extends beyond its means of support.~~

~~“Public information sign” means a sign erected and maintained by any governmental entity for traffic direction or for designation of or directions to any school, hospital, historical site, or public service, property, or facility.~~

~~“Readerboard” means a sign consisting of tracks to hold letters~~ that allows for frequent changes of copy; ~~usually such copy is not electronic.~~ A ~~readerboard~~reader board may be a component of a monument, pole, or wall sign.

~~“Readerboard~~Reader board, mobile” means a ~~readerboard~~reader board sign that is not permanently installed on-site.

~~“Real estate sign” means a sign erected by the owner or owner’s agent displayed for a limited time and offering the sale, rent or lease of ground upon which it is located or of a building located on the same parcel of ground.~~

“Repair” means to paint, clean, ~~or~~ replace damaged parts ~~of a sign~~, or ~~to~~ improve ~~its~~the structural ~~strength~~integrity of a sign, but not ~~in a manner that would~~ change ~~the~~its size, shape, location, or character.

“Revolving sign” means any sign or sign structure that revolves or partially revolves ~~by means of some mechanical method~~ about an axis.

“Roof” means the exterior surface and its supporting structures on the top of a building. Overhangs extending beyond the facade of the lower wall are ~~considered~~ part of the roof.

“Roof sign” means any sign erected upon, against, or directly above a roof or parapet of a building or structure. ~~Eighty~~When permitted, eighty percent of the sign area ~~shall~~must be backed by the roof system.

~~“Seasonal decorations” means temporary decorations for holidays that do not fall under the definition of a sign and that are installed no sooner than 30 days before a holiday and removed no later than five days after the holiday. Decorations that fall under the definition of a sign must conform to all provisions of the sign code.~~

~~“Sandwich board signs” means small signs, either single- or double-faced and portable.~~

“Sign” means any object, device, display, structure or part thereof that is used to advertise, identify, direct, or attract attention to a product, business, activity, place, person, institution, or event

using words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. ~~Directional and incidental signs are considered signs for the purpose of this chapter.~~

“Sign area” means the ~~entire~~ area of a sign on which ~~advertising copy, logos, trademarks, and business or corporate colors are to be~~ information is placed. ~~Sign~~ Display surface, structures and associated architectural embellishments, framework and decorative features that contain no ~~written or advertising copy, that information and~~ are not illuminated ~~and that contain no logos or trademarks shall not be included.~~ ~~Sign~~ are not calculated in determining sign area ~~shall be.~~ Sign area is calculated by measuring the area of the smallest rectangle, circle, triangle or parallelogram that can be drawn around all parts of the sign ~~from the viewpoint exposing to expose~~ the largest sign display surface-~~area~~, including the ~~sign face~~ background, ~~and including~~ all spaces and voids between or within letters or symbols that comprise a single word, statement, description, title, ~~business~~ name, graphic symbol, or message ~~for all sign faces on the display surface.~~ Sign supporting structures that are part of the sign display ~~shall be included in the~~ are excluded. ~~The~~ “display surface” includes the sign area ~~of calculation.~~ ~~The~~ and the entire perimeter area ~~of upon which~~ the letters, graphics, symbols, and framework ~~shall be used to determine sign area can be placed but it excludes structures and associated architectural embellishments, framework and decorative features that contain no information.~~

“Sign graphics” includes all lines, strokes, text, symbols and logos applied to a sign surface ~~and does not include~~ excluding the background ~~surface~~ to which they are applied.

“Sign height” means the vertical distance measured from the adjacent natural grade at the base of the sign to the highest point of the sign structure; ~~provided, however, that the grade of the ground may not be built up in order to allow the sign to be higher.~~

“Sign structure” means any structure that supports or ~~is capable of supporting~~ can support any sign as defined in this ~~chapter~~ Chapter. A sign structure may be a single pole and may or may not be an integral part of a building. Any structure that performs an entirely separate use, such as a telephone booth, bus shelter, Goodwill container, fence, etc., ~~shall~~ is not ~~be considered~~ a sign structure.

~~“Silhouette lighting,” sometimes called “halo lighting,” means lighting being emitted from the back side of pan-channel sign graphic that has the open side of the channel facing the wall or sign face it is mounted to, thereby silhouetting the sign graphics.~~

~~“Subdivision identification sign,” means a sign no larger than 36 square feet to identify a particular subdivision that is larger than four acres or more in size.~~

~~“Swinging sign”~~“Snipe sign” means an off-premise sign placed on street furniture or the supports thereof. Snipe signs do not include government signs, traffic control devices and specifically authorized signs.

~~“Street Furniture”~~ is a collective term for objects and pieces of equipment installed along streets and roads for various purposes and is considered government property. It includes benches, traffic barriers, bollards, post boxes, phone boxes, streetlamps, traffic lights, traffic signs, bus stops, taxi stands, public lavatories, fountains, fences, memorials, public sculptures, and waste receptacles.

~~“Supports”~~ means any structure that’s main purpose is to hold a sign, light, power line, low voltage line, or any other government controlled device, e.g. utility poles.

~~“Temporary sign”~~ means any sign that is not permanently mounted and that contains a message for an event or happening that will render the sign obsolete upon the event or happening.

~~“Traffic control device”~~ means a sign installed on an arm or spar that is fastened to an adjacent wall or upright pole, which sign is allowed to move or swing to a perceptible degree.

~~“Temporary sign”~~ means any banner, pennant, or other advertising display, to control traffic placed in accord with or without frames, constructed of cloth, light fabric, paper, plastic, cardboard, or other similar material. Temporary signs are not intended for ongoing advertising of products or services or for the naming of a business in lieu of a permitted permanent sign.

~~“Temporary sign, sports field”~~ means any maintained, nonfreestanding sign attached to fencing at a sports field that can only be displayed during the sport’s season of play and must be removed at the end of the sport’s season of play.

~~“Traffic advisement sign”~~ means a sign erected within the public right of way alerting motorists of impending road conditions. Signs depicting rail road crossings, curves ahead, crosswalks, and deer crossings are examples of traffic advisement signs. Allowable traffic advisement signs are identified in the AASHTO manual.

~~“the Manual for Uniform Traffic control signs”~~ means a sign erected within the public right of way identifying restrictions on travel. Examples of traffic control signs include stop signs, one way signs, and speed limit signs.Control Devices.

~~“Unlawful sign”~~ means any sign that was erected in violation of any applicable ordinance or codelaw governing such erectionsign or its construction at the time of its erection, which

~~sign has never been in conformance~~placement and that does not comply with all applicable ordinances or ~~codes~~laws now.

“Vision clearance area” means an area ~~for the preservation~~ of unobstructed sight distance.
~~Vision clearance areas shall conform to the following requirements:~~

~~1. All corner lots shall maintain for safety vision purposes a triangular area, two sides of which shall extend 20 feet along the lot lines from the corner of the lot formed by the intersection of the two streets. Within the triangle no tree shall be allowed, and no fence, shrub, or other physical obstruction higher than 42 inches above the established grade shall be permitted.~~

~~2. On lots upon which a vehicular driveway is maintained, an area of vision clearance shall be maintained on each side of the driveway. The area shall be as defined by a triangle, extending 20 feet along the lot line abutting the street and 20 feet along the driveway.~~

~~3. If the driveways of adjacent properties vision clearance is affected then the fence, shrub, tree or sign must meet the requirements of subsections 1 and 2 of this definition.~~

~~4. The requirements listed in subsections 1, 2 and 3 of this definition shall be subject to MMC 12.20.030 MMC 17.44.060 or as otherwise required by law.~~

“Wall plane” includes that portion of a facade that is contained on one general plane. A single wall plane may contain windows and doors but it is generally a solid surface. The fascia of projecting porches or colonnades may be considered part of the wall plane from which the porch or colonnade projects ~~for~~in calculating signage area.

“Wall sign” means a sign attached or erected parallel to and extending not more than one foot from the facade or face of any building to which it is attached. ~~Wall signs shall be supported throughout their entire length, with the exposed face of the sign parallel to the plane of said wall or facade.~~ Signs incorporated into mansard roofs, marquees, or canopies ~~shall~~will be treated as a “sign attached to a building.”

~~“Window sign” means a sign painted on, affixed to, or installed inside a window for purposes of viewing from outside the premises.~~

~~“Yard sale sign” means a temporary sign that advertises a residentially based yard sale.~~ (Ord. 1666 § 2, 2006; Ord. 1563 § 1, 2003; Ord. 1474 § 1, 2001; Ord. 1437 § 1, 2000).

17.50.030 Administration and enforcement.

A. ~~All new~~Anyone installing or altering a temporary or permanent ~~signs requiresign must obtain a~~ sign permits unless specifically exempted by MMC 17.50.070. ~~Sign permits require full conformance~~The sign must comply with all city codes. The land use administrator ~~shallwill~~ issue all permits for the construction, alteration, and erection of signs in ~~accordanceaccord~~ with the provisions of this ~~sectionChapter~~ and ~~related chapters and titles of the municipal code~~other applicable laws.

B. ~~It shall be the duty of the~~The land use administrator, or code enforcement officer, of the city of Milton ~~to~~will interpret and enforce this ~~sectionChapter~~. In addition to ~~meetingcomplying with~~ the provisions of this ~~sectionChapter~~ of the zoning code, the ~~permits,~~ materials, structural design, construction, inspection, and maintenance requirements for signs must ~~conform to Chapter 15.04 MMC,~~comply with the Construction Codes administered by the public works department. ~~In addition, all signs, where appropriate, shall conform to and~~ the current National Electrical Code and the National Electrical Safety Code. (Ord. 1666 § 2, 2006; Ord. 1536 § 1, 2002; Ord. 1437 § 1, 2000).

17.50.040 Permits required.

A. It ~~shall beis~~ unlawful for any person to erect, ~~reerectre-erect~~, construct, enlarge, display, ~~change copy~~, alter or move a sign, or cause the same to be done, without first obtaining a permit for each sign from the land use administrator ~~as required by this chapter~~.

B. A permit ~~shall beis~~ required for signs installed simultaneously on a single supporting structure. Thereafter, each additional sign ~~(s)~~ erected on the structure must have a separate permit.

C. ~~This section shall not be construed to require an additional~~No permit ~~is required for an exempt sign or any sign not specifically regulated by this Chapter~~.

D. No additional permit is needed to repaint, clean, ~~or repair,~~ otherwise perform normal maintenance ~~or repair of on~~ a ~~permitted~~ sign or sign structure, ~~nor shall it be construed to require an additional permit for the or~~ change ~~of~~ copy ~~for on~~ a changeable copy sign. (Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).

17.50.050 Permit application requirements.

To obtain a sign permit, the applicant ~~shall~~must make application in writing on forms furnished by the public works department. Every application for a permanent sign ~~shall~~must include the following:

~~A. Telephone number and address of the owner or agent are required on temporary signs. This information need not be on the front of the sign;~~

A. Contact information, if desired, by the permittee.

B. Identification and description of the sign including the type, size, dimensions, height, and number of faces;

C. Description of the land where the proposed sign is to be located by street address;

D. ~~An affidavit that the written consent~~Consent of the owner or person in legal possession of the property ~~or agent of the owner or person in legal possession of the property to which or~~ upon which the sign is to be erected ~~has been obtained~~or his agent;

E. Sign drawings showing display faces with the proposed message and design accurately represented as to size, area, and dimensions;

F. Site plan drawn to scale containing a north arrow, location of property lines, lot dimensions, location of existing signs, and the location of the proposed sign on the site;

G. Plans, elevations, diagrams, light intensities, structural calculations and other material as may be reasonably required by the land use administrator;

H. If the sign application is for a freestanding sign that proposes a footing, a building permit is required;

I. Documentation demonstrating that the sign installer has a valid Washington State contractor's license when a sign requires a building permit unless the sign is being installed by the owner of the sign;

J. Application for an electrical permit from the city of Milton or other electric provider for any electrical sign;

K. A permit fee as adopted in the latest fee ordinance of the city council;

L. Proof that a city of Milton business license has been obtained by the sign installation contractor and the company that is utilizing the permitted sign if the company utilizing the permitted sign is required to obtain a business license. (Ord. 1837 § 7, 2014; Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).

17.50.060 Prohibited signs.

~~The~~Unless otherwise permitted, the following signs ~~shall~~are not ~~be permitted~~allowed in any zoning district:

A. Signs that pose a hazard to public health or safety, ~~as determined by the building official~~other than because of the message delivered;

B. Signs that make use of words such as "Stop," "Look," "One-Way," "Danger," "Yield," "Slow, Children At Play," "Detour," "Road Construction" or any similar word, phrase, symbol, or ~~light~~so as tolights that interfere with or ~~bear~~are confused with pedestrian or vehicular public safety

signs as identified in the ~~AASHTO manual~~ Manual on Uniform Traffic Control Devices (MUTCD) but which are not placed by the public authority and are not in compliance with the MUTCD or applicable laws and regulations;

C. Signs displaying obscene, ~~indecent, or immoral~~ matter. Matter is obscene as per Chapter 5.44 MMC; described in RCW 7.48A.010 Moral Nuisances.

D. Signs that obstruct ingress or egress from fire escapes, doors, windows, or other exits or entrances;

E. Signs ~~attached to or~~ placed on ~~any stationary vehicle~~ vehicles or trailers that are parked or trailer, whether operating or not, so as to be visible from a public right-of-way ~~located~~ for the primary purpose of ~~providing advertisement of services or products or for displaying~~ the purpose of directing people to a business. This provision shall sign unless otherwise specifically allowed by this Chapter (this does not apply to the identification of a firm ~~allowed portable signs or its principal products~~ to signs or lettering on operable buses, taxis, or vehicles operating in ~~during~~ the normal course of business. ~~Public transit buses and licensed taxis are exempt from this restriction; and excludes signs to advertise the sale of said vehicle);~~

F. Off-premises signs ~~except for off-premises real estate signs as permitted under MMC 17.50.140;~~

G. Rotating and revolving signs;

H. Signs containing strobe lights that are visible beyond the property line;

I. Abandoned signs;

J. Permanent signs on undeveloped sites, ~~except for subdivision signs;~~

K. Outdoor, portable electric signs;

L. Mobile ~~readerboard~~ reader board signs except as permitted under MMC 17.50.140 as temporary signs;

M. ~~Signs on utility poles~~ Snipe signs;

~~N. Signs on sign posts of advisory signs such as "curve ahead," "crosswalk," or "road narrows";~~

~~O.N.~~ Blinking or flashing lights, balloons, searchlights, clusters of flags, strings of twirlers or propellers, flares, and other carnival like displays ~~of a carnival nature, grand opening~~

~~displays, or on a limited basis as seasonal decorations~~ except as ~~provided for~~
~~approved as temporary signs under~~ MMC 17.50.140;

~~P~~O. Banners except as approved as temporary signs under MMC 17.50.140;

~~Q. Balloons except as approved as temporary~~P. Unauthorized signs under ~~MMC~~
~~17.50.140;~~

~~R. Signs located on or eligible for listing on federal or state historic registers are~~
~~excluded from this provision~~government property;

~~S~~O. No ~~public address system or sound devices shall be used in conjunction with~~
~~any sign or advertising device;~~

~~T. No sign shall~~may be used as a fence nor ~~shall~~may any fence be used as a sign nor
~~shall~~may any sign be attached to a fence, but a temporary sign may be attached to a fence;

~~U. Billboard signs~~R. Billboards; and

~~V~~S. Any other type or kind of sign that does not comply with the terms, conditions, provisions,
and intent contained in this ~~chapter and~~Chapter or other applicable ~~ordinances~~law or
ordinance. (Ord. 1712 § 1, 2007; Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).

17.50.070 Exempt signs.

The following signs do not require a permit for installation. All other provisions of this
~~chapter~~Chapter apply.

~~A. Temporary political signs under six square feet per face;~~

~~B~~A. Legal notices, identification, traffic, or other signs erected or required by governmental
authority under any law, statute or ordinance;

~~C. Seasonal holiday decorations not including any form of advertising or the name~~
~~of a business;~~

~~D. Handicap parking signs;~~

~~E. Signs on product dispensers permitted outside of a business. These signs may~~
~~include signs on vending machines and gas pumps;~~

~~F. Menu boards for drive-through businesses; provided, that the copy on the sign~~
~~is not intended to be readable from a public right-of-way;~~

~~G. Professional nameplates not exceeding two square feet in area;~~

~~H. Plaques, tablets or inscriptions indicating the name of a building, date of erection, or other commemorative information, that are an integral part of the building structure or are attached flat to the face of the building, that are nonilluminated, and that do not exceed four square feet in surface area;~~

~~I. Signs of the state, city or public service companies indicating danger, aids to service or safety, traffic control or traffic direction signs or signs identifying programs such as the adopt a road litter control program, etc.;~~

~~J. B. Signs erected or sanctioned by a government agency;~~

~~C. Historic site markers, plaques, or gravestones and signs on or eligible for listing on federal or state historic registers are excluded from this provision;~~

~~K. D. Address numbers or signs depicting a family name, such as Keck's residence, identification;~~

~~L. Signs on structures or improvements intended for a separate use, such as phone booths, charitable donation containers, and recycling boxes;~~

~~M. Building addresses with numbers and letters not more than 10 inches in height;~~

~~N. E. Signs not oriented or intended to be legible from a right-of-way, or other property, or from the air. Examples may include signs identifying rules for a swimming pool, signs identifying restroom facilities, parking regulations and tow-away signs;~~

~~O. Parking lot painting of handicap symbols, striping, numbers, and notations of compact spaces;~~

~~P. F. Painted wall decorations or murals;~~

~~Q. Painted wall highlights;~~

~~R. Signs affected by stipulated judgments to which the city is a party, entered by courts of competent jurisdiction;~~

~~S. G. National, State and City Flags; and commercial flags not to exceed 12 in number; and~~

~~T. H. Locally designated historic signs. The Milton Light and Water sign located on the western building elevation of the Public Works Building at 1000 Laurel Street has been identified as a sign of locally important historical significance. (Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).~~

17.50.080 General provisions.

A. ~~The area of all signs shall not exceed 200 square feet except for uses with building fronts more than 100 feet long. For uses in which the building linear front footage exceeds 100 feet, the maximum area of all signs shall not exceed an area equal to two times the linear front footage of the building or 450 square feet, whichever is less. Multiple occupancy buildings may display an additional 50 square feet of wall signage for no more than two building tenants, other than the primary tenant, subject to the provisions of MMC 17.50.110. In no instance shall the primary tenant be permitted to use any of the additional signage to increase the maximum allowed signage for the primary tenant.~~Total Sign Area:

B. ~~Number and Spacing of Monument Signs. One monument sign is permitted per primary street frontage; one additional monument sign is permitted for each additional 300 feet of primary street frontage. Multiple monument signs shall be a minimum of 250 feet apart along one or more street frontages.~~

C

1. For uses in which the building frontage is less than or equal to 100 feet long, the maximum area for all signs shall not exceed 200 square feet.
2. For uses in which the building frontage is more than 100 feet, the maximum area for all signs shall not exceed two square feet per lineal foot of building frontage, or 450 square feet, whichever is less.
3. For multiple occupancy buildings, an additional 50 square feet of wall signage may be displayed for no more than two building occupants (other than in addition to the primary tenant), subject to the provisions of MMC 17.50.110.

B. Signs must comply with all applicable regulations. If a sign is regulated by more than one regulation, e.g. a temporary sign in the right-of-way, then the sign must comply with all the regulations applicable to the sign unless otherwise provided.~~Indirect Lighting. Monument signs, where permitted in residential zones (RS, RMD, RM), shall only be illuminated from an indirect source. Civic uses that are a permitted or a conditional use in the residential zones may have an "electronic sign," subject to the approval of a conditional use permit for the sign. For civic uses that are conditional uses in the residential zones, the approval for the use and the sign may be combined into a single conditional use permit. (Ord. 1666 § 2, 2006; Ord. 1474 § 2, 2001; Ord. 1437 § 1, 2000).~~

17.50.083 Signs in the right-of-way.

A. ~~With the exception of~~Except for traffic control ~~and advisement signs, A-devices, Sandwich board/sandwich board signs, open house signs, real estate directional arrow~~ signs, temporary ~~political~~ signs, temporary construction signs associated with work

within the public right-of-way, and properly authorized banners (see MMC 17.50.140(A)(4)), no signs ~~shall~~ may be erected or placed within the public right-of-way. ~~Traffic control and advisement~~ Sandwich board signs, ~~A board/sandwich board signs, open house signs, and real estate directional arrow~~ temporary signs may be placed in the right-of-way outside of median strips, public sidewalks, and vehicular and bicycle lanes, and must provide at least four feet of unobstructed sidewalk. They may not block driveways or be affixed to utility poles, trees, or traffic ~~signs~~ control devices, and ~~shall~~ may not block vision clearance areas.

B. Vision Clearance Area. Pole signs are permitted in the vision clearance area where the bottom of the sign is at least 10 feet above the elevation of the street grade.

C. Vehicle Area Clearances. When a sign extends over a private area where vehicles travel or are parked, the bottom of the sign structure must be at least 14 feet above the ground. Vehicle areas include driveways, alleys, parking areas, and loading and maneuvering areas. Exceptions are prohibited.

D. Pedestrian Area Clearances. When a sign extends over a walkway or other space accessible to pedestrians, the bottom of the sign structure must be at least eight feet above the ground. Exceptions are prohibited. (Ord. 1666 § 2, 2006; Ord. 1474 § 2, 2001; Ord. 1437 § 1, 2000).

17.50.085 Freeway signs.

Freeway signs are located along and specifically oriented toward traffic on I-5.

A. Maximum Number and Spacing.

1. RS, RMD, RM, MX, CF, OS: Zero.

2. B, M-1: One per parcel or one per planned center when the parcel or planned center directly abuts the I-5 right-of-way. The parcel or planned center ~~shall~~ must be a minimum of 12,000 square feet in area, or have been legally created prior to January 1, 2003, in order to erect a freeway sign. The freeway sign is in addition to other allowed signage, it ~~shall~~ must be located along the side of the property nearest I-5, and it ~~shall~~ must be oriented toward I-5.

B. Size Allocation.

1. RS, RMD, RM, MX, CF, OS: Does not apply.

2. B, M-1: Up to a maximum sign area of ~~250~~ 125 square feet. No ~~sign face shall display surface~~ may exceed ~~125~~ 250 square feet.

C. Maximum Height.

1. RS, RMD, RM, MX, CF, OS: Does not apply.

2. B, M-1: 40 feet.

D. Landscape and Siting Requirements. Freeway signs ~~shall~~must be located in a planting bed of equal area to the area of the sign. The planting bed may be included within the planting strips required under ~~Chapter MMC 17.15C-MMC~~, Landscape regulations table. The minimum dimension of the planting bed ~~shall~~must be 10 feet measured from inside face of the curb to inside face of curb. The planting beds ~~shall~~will be improved with the following:

1. One gallon groundcover planted 12 inches on center; and
2. One shrub per 10 square feet of sign area. Shrubs located within the vision clearance area ~~shall~~may not be taller than 36 inches. (Ord. 1666 § 2, 2006; Ord. 1563 § 2, 2003).

17.50.090 Pole signs.

Pole signs are an alternative to monument signs for planned centers ~~on parcels of five acres or greater with a minimum of 300 feet of street frontage.~~

A. Maximum Number and Spacing.

1. RS, RMD, RM, MX: Zero.
2. ~~B, CF, M-1, OS: One center identification sign per parcel of five acres or greater with a minimum of 300 feet of street frontage or one per planned center of five acres or greater with a minimum of 300 feet of street frontage. One additional center identification pole sign is permitted for each additional 300 lineal feet of street frontage. Multiple center identification pole signs shall be a minimum of 250 feet apart along one or more street frontages.~~B, CF, M-1, OS: One center identification sign per parcel.

B. Size Allocation.

1. RS, RMD, RM, MX: Does not apply.
2. B, CF, M-1, OS: ~~One square foot of Maximum sign area for each lineal foot of primary street frontage up to a maximum sign area of 100 square feet. No display surface may exceed 200 square feet. No sign face shall exceed 100 square feet.~~

C. Maximum Height.

1. RS, RM, RMD, MX: Does not apply.
2. RM: 12 feet.
3. B, CF, M-1, OS: 20 feet.

D. Landscape and Siting Requirements. Pole signs ~~shall~~must be located in a planting bed of equal area to the area of the sign. The planting bed may be included within the planting strips required under ~~Chapter MMC 17.15C MMC~~, Landscape regulations table. The minimum dimension of the planting bed ~~shall~~must be five feet measured from inside face of curb to inside face of curb. The planting beds ~~shall~~will be improved with the following:

1. One gallon groundcover planted 12 inches on center; and
2. One shrub per 10 square feet of sign area. Shrubs located within the vision clearance area ~~shall be~~may not be taller than 36 inches. (Ord. 1666 § 2, 2006; Ord. 1474 § 3, 2001; Ord. 1437 § 1, 2000).

17.50.100 Monument signs.

Monument signs ~~Monument signs with a height ranging from five to 12 feet above the average ground elevation, and a base (not included in the sign surface area calculation) that is attached to the ground as a wide base of solid construction so that the bottom of the sign is no more than six inches above the base~~ are the preferred sign type along street frontages.

A. Maximum Number.

1. RS, RMD, MX: Zero for residential uses; one per street frontage for permitted or conditionally permitted nonresidential uses. One subdivision identification sign is permitted per subdivision ~~greater than four gross acres in size~~.
2. RM: One per street frontage. ~~The parcel must have a minimum 30 feet of street frontage~~.
3. B, CF, M-1, OS: One per street frontage. ~~The parcel must have a minimum of 30 feet of~~ For extended street frontage, one sign per vehicle entrance at least 250 feet apart.

B. Size Allocation.

1. RS, RMD, MX: ~~Does not apply to residential uses~~. Maximum 64 square feet for permitted or conditionally permitted ~~nonresidential~~ uses; except for a subdivision identification sign which may be a maximum of 36 square feet.
2. RM: 64 square feet.
3. B, CF, M-1, OS: Minimum of 32 square feet ~~plus one square foot per lineal foot of primary street frontage~~ up to a maximum sign area of ~~9648~~ square feet. No ~~sign face shall display surface may~~ exceed ~~4896~~ square feet.

C. Maximum Height.

1. RS, RMD, MX: Eight feet.

2. RM: 12 feet.

3. B, CF, M-1, OS: 12 feet.

D. Landscape and Siting Requirements. Monument signs ~~shall~~must be located in a planting bed of equal area to the area of the sign. The planting bed may be included within the planting strips required under ~~Chapter MMC 17.15C-MMC-~~Landscape regulations table. The minimum dimension of the planting bed ~~shall~~must be five feet measured from inside face of curb to inside face of curb. The planting beds ~~shall~~will be improved with the following:

1. One gallon groundcover planted 12 inches on center; and
2. One shrub per 10 square feet of sign area. Shrubs located within the vision clearance area ~~shall be~~may not ~~be~~ taller than 36 inches.

E. Indirect Lighting. Monument signs, where permitted in residential zones (RS, RMD, RM), may only be illuminated from an indirect source.

F. When Not Allowed. A monument sign is not permitted if existing signs attached to buildings exceed the limit of 15 percent of the wall area. (Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).

~~17.50.105—Mixed use town center monument sign.~~

~~A. In addition to any other signs allowed by this chapter and notwithstanding any restriction placed by this chapter on off-premises signs, there is allowed one community monument sign in the mixed use town center. This community monument sign may be placed anywhere within the area depicted in Exhibit A, attached to Ordinance 1577 and incorporated by this reference as if set forth in full.~~

~~B. The community monument sign allowed by this section shall be a maximum of eight feet high, one foot thick and 64 square feet of area.~~

~~C. Only one community monument sign shall be allowed for the businesses located in the MX district.~~

~~D. The Milton/Edgewood Chamber of Commerce or the first MX district business to submit a complete application for a sign permit for a community monument sign shall be authorized to construct and maintain the sign upon acquiring approval of the permit. Any sign permit issued for a community monument sign shall expire if the sign is not constructed within six months of permit issuance, subject to a six-month extension for good cause as determined by the planning and community development director. If a sign permit expires or is denied, the~~

~~right to build the sign shall go to the next person to file a complete permit application.~~

~~E. In addition to the requirements specified in MMC 17.50.050, an application for a community monument sign shall contain the following information:~~

~~1. An affidavit or declaration of mailing evidencing that all businesses within the MX district have been notified of the opportunity to have their business advertised on the community monument sign. Said notice shall have given businesses at least 15 days to elect to participate by written mailed or delivered response to a specified address. Said notice shall be mailed to the addresses of each business as identified in records at the Pierce County assessor's office.~~

~~2. A list of all those businesses that have elected to participate.~~

~~3. An acknowledgement approved in form by the city that the applicant agrees to assume full responsibility for maintenance of the sign and compliance with applicable city regulations. The acknowledgement shall provide that the applicant may transfer its responsibilities to any other MX district business owner willing to sign the acknowledgement if a copy of the new acknowledgement is provided to the city.~~

~~4. An easement approved as to form by the city that authorizes the city to remove the sign at the expense of the person or entity subject to the acknowledgement identified in subsection (E)(3) of this section if the acknowledgor relinquishes its responsibilities to maintain the sign or comply with city regulations. The acknowledgor shall be deemed to have relinquished its responsibilities if it fails to undertake an act required by this section within 30 days of receiving written notice from the city.~~

~~F. In addition to any other requirement that may apply to a sign permit, the following conditions apply for the issuance of a sign permit for a community monument sign:~~

~~1. All businesses identified in subsection (E)(2) of this section shall have equal advertising space on the community monument sign. The acknowledgor can condition the participation of each business on entering into a private agreement with the acknowledgor to reimburse the acknowledgor for its proportionate share of costs in constructing the sign and fulfilling its~~

~~responsibilities imposed by this code section. All advertising on the community monument sign shall be limited to advertising MX district businesses. Beyond those limitations identified in this subsection, the acknowledgor may not place any further limitations on participation in the community monument sign.~~

~~2. The community monument sign as proposed will comply with the requirements of this section and all other applicable city requirements.~~

~~G. The person or entity subject to the acknowledgement in subsection (E)(3) of this section shall have the following responsibilities upon permit issuance:~~

~~1. Ensure that the sign complies with all city regulations during the life of the sign, including maintenance responsibilities imposed by MMC 17.50.160 as now or hereafter amended.~~

~~2. Remove businesses advertised on the community monument sign that are no longer located within the MX district and replace them with businesses that wish to participate and have located in the MX district after notice to MX business was issued under subsection (E)(1) of this section. Businesses shall be given priority in order of seniority in the MX district. If no new business wishes to replace a business that is removed from the sign, the acknowledgor may inquire if businesses that previously declined to participate in the sign wish to be added, in order of seniority in the MX district. Any newly participating business shall be subject to the applicable limitations of subsection (F)(1) of this section. (Ord. 1666 § 2, 2006; Ord. 1663 § 19, 2006; Ord. 1577 § 1, 2003).~~

17.50.110 Signs attached to buildings.

Awning, fascia, ~~graphic~~, marquee, roof, and wall signs are permitted signs for attachment to buildings. Signs attached to buildings are permitted on wall elevations that are viewable from public rights-of-way or on wall elevations containing public entrances to the building.

A. Maximum Number. No limit within the size allocation. A limit of one roof sign per wall elevation viewable to the public (see roof sign definition). Multiple occupancy buildings may display one additional wall sign for each ~~tenant, other than the primary tenant, up to a maximum of two additional secondary tenant signs~~ additional occupant, subject to the maximum area per sign described in subsection C of this section.

B. Size Allocation.

1. RS, RMD: Four square feet ~~for residential uses; or~~ 10 percent of the wall area for permitted or conditionally permitted nonresidential uses, whichever is greater.

2. RM: Eight square feet.
3. MX: 48 square feet or 15 percent of the wall area, whichever is greater.
4. B, CF, M-1, OS: 48 square feet or 15 percent of the wall area, whichever is greater.

C. Maximum Area per Sign.

1. RS, RMD: ~~Four square feet;~~ 32 square feet per sign ~~for signs for permitted or conditionally permitted nonresidential uses~~ (roof signs are prohibited).
2. RM: Eight square feet (roof signs are prohibited).
3. MX: 100 square feet (each roof sign may be a maximum of 24 square feet, where no display surface may exceed 48 square feet, ~~where no sign face may exceed 24 square feet).~~ For multiple occupancy buildings, the individual building ~~tenant~~ occupant signs allowed by subsection A of this section ~~shall~~ may not exceed 25 square feet ~~per sign face of display surface.~~
4. B, M-1: 200 square feet (each roof sign may be a maximum of 24 square feet, where no display surface may exceed 48 square feet, ~~where no sign face may exceed 24 square feet).~~ For multiple occupancy buildings, the individual ~~building tenant~~ occupant signs allowed by subsection A of this section ~~shall~~ may not exceed 25 square feet ~~per sign face of display surface.~~
5. CF, OS: 100 square feet (each roof sign may be a maximum of 24 square feet, where no display surface may exceed 48 square feet, ~~where no sign face may exceed 24 square feet).~~

D. Wall signs ~~shall~~ may not exceed 12 inches in thickness.

E. Illumination. The illumination of signs shall not interfere with traffic, traffic control devices or the signs of others. Signs on awnings or canopies may not be illuminated internally if the light illuminates other than the sign.

(Ord. 1666 § 2, 2006; Ord. 1474 § 4, 2001; Ord. 1437 § 1, 2000).

17.50.120 ~~A-board/sandwich~~ Sandwich board signs.

A. Maximum Number.

1. RS, RMD, RM: Zero.
2. B, CF, M-1, MX, OS: One per one hundred feet of frontage.

B. Size Allocation.

1. RS, RMD, RM: Does not apply.
2. B, CF, M-1, MX, OS: 12 square feet.

C. Maximum Height.

1. RS, RMD, RM: Does not apply.
2. B, CF, M-1, MX, OS: Four feet.

D. No Obstruction. Sandwich board signs must be placed so they do not obstruct the passage or view of vehicles or pedestrian on or entering the public way. ~~Duration. A board/sandwich board signs are permitted to remain in place only during the hours of a business' operation. A board/sandwich board signs shall be removed at the close of business each day. (Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).~~

E. Duration. **17.50.130 — Directional signs.**

~~A. Type. Directional signs refer to a permanently erected single or double faced sign designed to guide or direct pedestrian or vehicular traffic to an area, remain in place, or convenience.~~

~~B. Content. Directional signs shall only contain so long as it is providing immediately useful information on exits, entrances, parking, telephones, restrooms, or similar types of information and the name and/or logo of the business where the directional sign is located.~~

~~C. Number. One per directional access from a primary street frontage plus one additional directional sign per business.~~

~~D. Size and Height. The maximum size of directional signs shall be six square feet. The maximum height for directional signs shall be 42 inches. MMC 17.50.140 applies to sandwich boards that are also temporary signs. (Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).~~

17.50.135 — Political signs.

~~A. Political signs that require a building or electrical permit are prohibited.~~

~~B. Political signs on private property shall be subject to all applicable permit requirements.~~

~~C. Political signs are allowed in all zones.~~

~~D. Political signs on private property shall be limited to one sign per street frontage, and shall be no greater than 16 feet in area. (Ord. 1666 § 2, 2006).~~

17.50.140 Temporary signs.

A. ~~_____~~ Temporary signs ~~shall~~must conform to MMC 17.50.080.

~~1. Unless otherwise identified below, the duration of display of a temporary sign shall not exceed 90 days during any 12-month period, unless otherwise noted in subsection B of this section;~~

~~2. No flashing temporary signs~~sign of any type ~~shall be~~is permitted; however, internally illuminated signs, e.g., portable ~~readerboards, shall be~~reader boards, are permitted; ~~provided, that if~~ they conform to the current National Electrical Code and the National Electrical Safety Code;

~~3. All temporary signs shall~~must be securely fastened and positioned in place so as not to constitute a hazard to pedestrians or motorists;

~~4. No temporary sign shall~~may project over or into the travelled portion of a public right-of-street, sidewalk or way ~~or property~~ except properly authorized banners ~~over streets~~ installed by the city of Milton.

~~4. Temporary signs may not be within 300 feet along the same street frontage of any other temporary sign providing the same information or having the same owner.~~

B. The duration of display for the following temporary signs shall be as follows:

~~1. Grand opening displays including: posters, pennants, banners~~Blinking or streamers~~flashing lights, balloons, banners, searchlights, clusters of flags, strings of twirlers or propellers, flares, air dancers and other displays of a carnival nature (12-day maximum time period);~~

~~2. Lawn signs (30-day maximum time period);~~

~~3. Liquidation signs (one week maximum time period);~~

~~4. Garage, porch, and patio sale signs (72-hour maximum time period);~~

~~5. Yard sale signs (72-hour maximum time period);~~

~~6. Real estate signs (30-day maximum time period beyond the date when the property is sold or no longer offered for sale);~~

~~7. Off-premises real estate signs (daily, signs like displays may only be posted displayed before and during the hours of 8:00 a.m. and 6:00 p.m.);~~

~~8. Open house signs (72-hour maximum time period);~~

~~9. Subdivision signs (30-day maximum time period beyond the date when the final certificate of occupancy has been issued);~~

~~10. Construction signs denoting the architect, engineer or contractor, when placed upon the premises while construction work is in progress. Said signs not to exceed 16 square feet in area (30-day maximum time period beyond the date when the certificate of occupancy is issued for the last structure);~~

~~11. Nonprofit institutional signs for the purpose of soliciting funds for a capital project on the site. Such signs may not be permitted at the same time an event so long as a construction sign (maximum three years from date of permit-application); the display does not exceed thirty days within any 90-day period;~~

~~12. Rooftop balloon signs with a vertical dimension not greater than 25 feet (maximum of one week per calendar year per business);~~

~~13. Banners (maximum of six 21-day periods per calendar year);~~

~~14.2. Mobile reader boards, fence signs and off premise signs may be used a reasonable time before and during an event;~~

~~3. Temporary signs, sports field (maximum of 75 days per calendar year); and may be placed a reasonable time prior to the event or happening;~~

~~15. Political~~4. Yard signs shall not exceeding 24 inches by 36 inches are permitted in all residential zones for not more than 90 days in a calendar year; and

~~5. Signs permitted by this section must be removed within seven days promptly after the election, except that a candidate who wins a primary election may continue to display political signs until seven event or happening and in no event more than two days after the general election. (Ord. 1666 § 2, 2006; Ord. 1649 § event or happening.~~

C. The duration of displays in Business and Industrial zones west of Interstate 5.

~~1, 2005; Ord. 1474 § 5, 2001; Ord. 1437 § .~~ The temporary signs described in this section may be extended by permit under 17.50.180 in B and M-1, 2000). zones west of Interstate 5 for indefinite periods so long as the sign in not a permanent sign.

2. In applying for a Deviation under this subsection, only the criteria in 17.50.180 C. 3, 5 and 6 need be met.

3. Signs under this subsection have no nonconforming rights.

17.50.145 Uptown Standards.

A. This section applies only to the Uptown District. The specific regulations in this section apply only to Uptown District but do not supplement or otherwise effect any other regulation in this Chapter.

B. Portable, Temporary and Sandwich Board signs are not allowed on the sidewalks, and no more than one such sign per 100 feet of frontage is allowed. A permit is required for portable signs. There is no fee for the permit for Temporary Signs.

C. Air dancers and feather flags are not permitted.

D. Perpendicular Wall Signs. Perpendicular signs are permitted for pedestrian traffic, but may not exceed four square feet.

E. Monument or Freestanding Signs are required for all separate structures.

17.50.150 Nonconforming signs.

A. A sign is legally nonconforming if it is out of conformance with this code, and:

~~1. The sign~~ was lawfully erected in compliance with the applicable sign ordinance of the city or county ~~which that~~ was effective at the time of sign installation, and a valid permit for such sign exists; ~~or.~~

~~2. The sign was erected prior to January 1, 1996.~~

B. A legal nonconforming sign ~~shall~~must be brought into compliance with this ~~chapter~~Chapter or ~~shall be~~ removed if:

1. The sign is abandoned;

2. The sign is damaged ~~in excess of~~more than 50 percent of its replacement value, unless such destruction is the result of vandalism or intentional destruction or removal by someone not authorized by the sign owner;

3. The owner seeks to change the sign structure supporting, holding, or surrounding the sign, other than minor maintenance or repair;

4. The ~~tenant~~occupant space(s) to which the sign applies is undergoing an expansion or renovation ~~which that~~ increases the size of the ~~tenant~~occupant space floor area or site coverage by 20 percent or more, or the value of the expansion or renovation exceeds 50 percent of the assessed value of the structure;

5. The building to which the sign applies is demolished; ~~or~~

6. The sign is more than 20 years old. (Ord. 1716 § 1, 2008; Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).

17.50.160 Maintenance of signs.

All signs and landscape, including signs heretofore installed, ~~shall~~must be constantly maintained in a state of security, safety, and repair. ~~If any sign is found not to be so maintained or is insecurely fastened or otherwise dangerous (see dangerous signs), it shall be the duty of the~~The owner ~~and/or~~ occupant of the premises on which ~~the sign is fastened to~~any sign is not securely, safely and properly maintained or is dangerous must repair or remove the sign within five working days after receiving notice from the building official. ~~For damaged or disrepaired signs, it shall be the duty of the~~ The owner ~~and/or~~ occupant ~~to~~must repair or remove ~~the sign~~damaged signs or signs in disrepair within 30 days. The premises surrounding a sign ~~shall~~must be free and clear of rubbish and the landscaping area free of weeds. (Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).

17.50.170 Removal of signs.

A. All signs and sign structures ~~nonconforming in that do not conform to~~ the ~~structural requirements as specified in the International Building Code which as a consequence~~Construction Codes, MMC 15.05, that are a hazard to life and property, or ~~which that~~ by ~~its~~their condition or location present an immediate and ~~serious~~ danger to the public, ~~shall~~must be discontinued or made to conform within the time the building official may specify. ~~In the event if~~ the owner ~~of such sign~~ cannot be found or refuses to comply with the order to remove, the building official ~~shall~~may then have the dangerous sign removed and the owner cited. The cost of removing the sign plus administrative costs will be charged to the property owner.

B. Any person who owns or leases a nonconforming sign ~~shall~~must remove ~~such sign when~~ the sign ~~when it~~ has been abandoned~~;~~.

~~1.C.~~ If the ~~person who owns or leases such~~permittee has not identified himself, the City may remove any sign fails to remove once it as provided in has ceased to be relevant, if it should be removed under this section, ~~the building official shall give or if the owner of~~City might have requested the building, structure, or premises upon which such sign is located 60 days' written notice to ~~permittee~~ remove it;

~~2.~~ If the sign has not been removed at the expiration of the ~~60 days' notice,~~ the building official may remove such sign at cost to the owner of the building, structure, or premises; and

~~3.~~ Costs incurred by the city of Milton due to removal may be made a lien against the land or premises on which such sign is located, after notice and hearing, and may be collected or foreclosed in the same manner as liens otherwise entered in

~~the liens docket of the city.~~ (Ord. 1666 § 2, 2006; Ord. 1663 § 20, 2006; Ord. 1437 § 1, 2000).

17.50.180 Deviation from standards.

A. Authority. The land use administrator may grant a deviation from the requirements of this ~~chapter~~Chapter using Process II (~~Chapter~~MMC 17.71-~~MMC~~). In granting any deviation, the director may prescribe conditions that are necessary to satisfy the criteria below.

B. Nonconforming signs. The land use administrator may grant a deviation from standards from the provisions of MMC 17.50.150(B)(4) requiring the removal of a nonconforming sign because of a change in copy only if the circumstances prompting the deviation from standards request do not result from the actions of the applicant. A change in telephone area code or street name are two examples of potential changes in copy that would not be prompted by the actions of the applicant.

C. Standards. The land use administrator may grant a deviation from standards of this ~~chapter~~Chapter only if the applicant demonstrates compliance with the following criteria:

1. The deviation from standards as approved ~~shall~~does not constitute a grant ~~which~~that is inconsistent with the intent of the sign code;

2. ~~That the~~The deviation from standards is necessary because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;

3. ~~That the~~The granting of the deviation from standards will not be materially detrimental to the public welfare or injurious to property or improvements in the vicinity and in the zone in which the subject property is located;

4. ~~That the~~The special conditions and circumstances prompting the deviation from standards request do not result from the actions of the applicant;

5. ~~That the~~The deviation from standards as granted represents the least amount of deviation from the prescribed regulations necessary to accomplish the purpose for which the deviation from standards is sought and ~~which~~that is consistent with the stated intent of this ~~chapter;~~Chapter; and

~~6. That the granting of the deviation from standards shall result in greater convenience to the public in identifying the business location for which a sign code deviation from standards is sought; and~~

~~7. That the~~6. The granting of the deviation from standards will not constitute a public nuisance or adversely affect the public safety and the proposed deviation from standards

~~shall~~does not interfere with the location and identification of adjacent buildings or activities. (~~Ord. 1741 § 23, 2009; Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000~~)

D. Other considerations. The land use administrator will grant deviations that are necessary to comply with MMC 17.50.182. The administrator will also consider deviations necessary to harmonize a sign with any associated structures of a recognized architectural style whether new construction or an existing structure. (Ord. 1741 § 23, 2009; Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).

17.50.182 Construction.

A. Not content based. The City recognizes that content-based laws target speech based on its communicative content, they are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. Except where a compelling state interest is involved such as the control of public safety matters, this Chapter does not in any way deal with the content of signs other than as expressly stated.

B. Narrowly construed. This Chapter shall be narrowly construed to impose the least impingement on free speech and expression as is consistent with the exercise of the police power of the City.

C. No criminal activity permitted. Nothing in this subsection shall be construed as permitting the public display of illegal pornography, or the solicitation for the commission of crimes or treason.

17.50.185 Signs of Historical Community Significance.

A. A sign may be designated by the City Council as a sign of historical community significance.

B. When a sign of historical community significance is reestablished after a period of absence, the sign must be restored to its historic appearance, height, and width to be classified as a historically significant. If the sign is altered, including but not limited to additional messaging that was not historically present, the sign will not be considered historically significant.

17.50.190 Penalty for violations.

A. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, move, improve, convert, demolish, equip, or use any sign or sign structure in the city, or cause or permit the same to be done, contrary or in violation of any provisions of this ~~chapter~~Chapter.

B. Any person, firm, or corporation violating any of the provisions of this ~~chapter~~Chapter shall be guilty of a misdemeanor and punishable as set forth in ~~Chapter 1.08~~MMC 9.04.040. (Ord. 1666 § 2, 2006; Ord. 1536 § 2, 2002; Ord. 1437 § 1, 2000).

17.50.200 Severability.

If any clause, sentence, paragraph, section or part of this ~~chapter~~Chapter or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction

to be invalid, such order or judgement shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any part thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable. (Ord. 1666 § 2, 2006; Ord. 1437 § 1, 2000).

Back to Agenda Bill



Agenda Item #: 8B

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To: Mayor Styron Sherrell and City Council Members
From: Steve Peretti, Municipal Services Administrator
Date: March 5, 2018
Re: **Hill Creek Development Annexation Petition**

ATTACHMENTS: Attachment 1 – Hill Creek Development Petition
Attachment 2 – MRSC Annexation by Washington Cities and Towns Article 7.7
Attachment 3 – City Limits Map
Attachment 4 – City of Milton Growth Boundary Map

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: Staff is seeking Council direction to move forward with the preparation of the estimated effects this annexation would have on the City of Milton. When this data compilation has been completed staff would return to Council at a future meeting with an Agenda Bill that includes a proposed Resolution to set a Public Hearing date as stipulated in RCW 35A.14.295.

Issue: The City is in receipt of a Petition for annexation presented in Attachment 1 of this Agenda Bill. The Petitioners presented signatures of 89 property owners within the development who represent more than 65% of the total assessed value of the proposed annexation area. These Petitioners express a desire for the Hill Creek Development to be annexed from Unincorporated King County into the City of Milton. The effected neighborhood is within the City of Milton's potential growth boundary as listed in the City of Milton's Comprehensive Plan as presented in Attachment 4 of this Agenda Bill.

City staff has reviewed the Petition and considered the request for the initiation of a formal annexation process under RCW 35A.14, Direct Petition Method. City staff considered the different annexation methods the Council could choose from in response to the Petition, and found that because the development in question meets all of the requirements of an island territory, the method that would be in both the City's and Petitioner's best interest would be [Annexation of an unincorporated island of territory within a Code City under RCW 35A.14.295](#).

Discussion: If the Council approves of staff's recommendation, then the timeline of the potential annexation process would proceed as follows:

- 1) Presentation of estimated effects, fiscal impacts, and Resolution to set a Public Hearing Date related to the proposed annexation
- 2) If the Resolution is approved by the Council, City staff would proceed with providing proper notice of the Public Hearing as described in [RCW 35A.14.295](#)
- 3) Public Hearing
- 4) Notice of intent to annex submitted to the King County Boundary Review Board

- 5) If proposed annexation is approved by the King County Boundary Review Board, First reading of proposed Ordinance
- 6) Second reading and adoption of the proposed Ordinance
- 7) If the Ordinance is approved by the Council, then written notice is provided to property owners within the annexation area
- 8) If a sufficient Referendum Petition is received, then the issues of the potential annexation would be placed on the ballot of the next general election, if one is to be held within 90 days, or at a special election called not less than 45 days nor more than 90 days after the filing of the Referendum Petition. The issue would then be decided by a simple majority vote
- 9) If clearance is received by the King County Boundary Review Board and if no sufficient referendum petition is filed within 45 days from the passage of the annexation Ordinance, then the annexation will be effective on the date fixed in the Ordinance

27 February 2018



Jeffery Shaver, President
Hill Creek Homeowners' Association
2008 S 379th Street
Federal Way WA 98003

The Honorable Ms. Shanna Styron-Sherrell, Mayor
City of Milton
1000 Laurel Street
Milton WA 98354

Dear Honorable Mayor and Milton City Council Members:

On behalf of the 113 properties represented by the Hill Creek Homeowners' Association, plus 15 additional properties located at the entrance to Hill Creek Development, I am hereby requesting the initiation of a formal annexation process under RCW 35A.14, Direct Petition Method. We are currently located within an unincorporated area of King County designated for City of Milton expansion, although we have all been assigned Federal Way postal addresses.

Hill Creek HOA is already surrounded on 3 ½ sides by the City of Milton (see map attached). We consider it both natural and advantageous to extend the current Milton boundary line another 500 meters along the Milton Interurban Trail to the trailhead on S. 380th Street, and thence along the north side of 380th to the intersection with 28th Avenue South. This will fully enclose our development within the City of Milton. The proposed boundary revisions have been discussed with Mr. Steve Peretti, Public Works Director for the City.

The homeowners who have signed the attached petition believe that the City's services and community values are solidly aligned with their own interests and priorities. The signatures represent 65% of the total assessed value of the properties within the proposed annexation area, per the most recent available data from King County.

Please do not hesitate to contact me should you have any follow-up questions.

Sincerely,

A handwritten signature in black ink that reads 'Jeffery Shaver'.

Jeffery Shaver,
jshaver2001@gmail.com
(253) 350-5579

PETITION TO ANNEX

To: City Council of Milton, Washington

We, the undersigned, do hereby petition for the annexation of land which is contiguous to the City of Milton and within the City's approved Potential Annexation Area as shown in the City's Comprehensive Plan.

We, the undersigned, are the owners of the properties adjacent to our signatures.

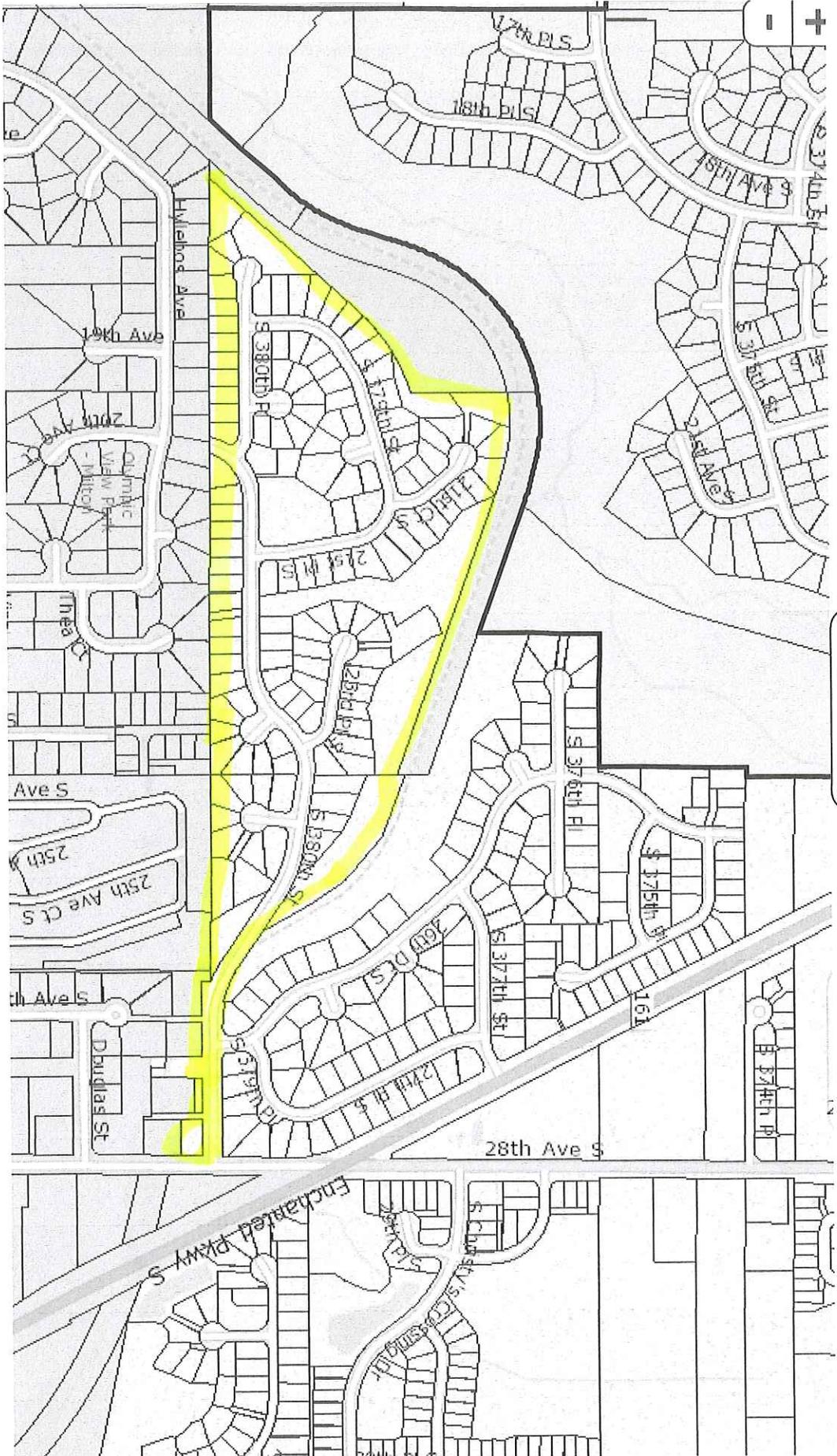
A map outlining the boundaries of the area to be annexed is attached to this Petition.

Upon annexation, the area that is the subject of this Annexation Petition will assume it's fair share of the City's costs and indebtedness.

WARNING

Anyone who signs this petition using a fictitious name, or signs when he or she is not authorized to sign on behalf of the registered owner, or signs more than one Petition, will be guilty of a misdemeanor.

by: Address



Notes re: Petition Signature Pages

Please note that the attached signature sheets have been renumbered by hand to reflect a later revision in signature gathering assignments, one that increased the total pages from 10 to 11. There are no duplicate or missing parcel numbers. Also, some absentee owners, or new owners whose names didn't appear on the original signature sheets, have signed separate sheets created expressly for them. These sheets have been assigned page numbers with an added decimal, thus enabling proper sequencing without continual renumbering of the original document.

1. Parcel #7212680190: The owner of this rental property, Tamara Rashid, signed a separate document which was mailed to her with an explanatory letter. She then returned the signature sheet by mail.
2. Parcel #7212680340: Likewise, rental property owner Benjamin Benedetti signed a separate sheet and returned it by mail.
3. Parcel #7212680790: Similarly, rental property owner Daniel Piraino signed and mailed back a separate signature sheet.
4. Parcel #7212680860: Rental property owner Kevin Sibley also signed and mailed back a separate signature sheet.
5. Parcel #7212680440: Original owner David Fujita signed the original petition; new owners Chris & Courtney Fujita (members of the same nuclear family) have also signed it on a separate sheet, although the King County records continue to show David Fujita as the owner. We were careful not to double-count this property.
6. Parcel #7212680670: The volunteer signature gatherer discovered that this property had recently been sold, and duly hand-printed the new owners' names (Angela Dang & Pablo Casian) before collecting the signature. These names do appear now in the King County official record.
7. Parcel #7212680680: Original owners William & Sarah Moore signed the petition. However, they recently moved out, and the property is now occupied by renters. The King Country database continues to show the Moores as the owners of record.
8. Parcel #7212680900: Original owners Larry & Janet Boitano signed the petition; however, the property has recently been sold and the new owner has not yet occupied the property (alternative address unknown). Meanwhile, the King County Parcel Viewer continues to show the Boitanos as the owners of record.
9. Parcel #7212681100: New owners Pirau & Olga Nicolae have signed the petition; previous owner Joshua Miller did not sign before selling. The Nicolae signature thus appears on a separate sheet.
10. Parcel #3317010120: New owners Kim Young Jae and Yang Ok Kyang have signed the petition on a separate sheet, one which also displays the signature of Chris Fujita (parcel #7212680440). The previous owners Lara & Christopher Martin did not sign the petition before selling their home, so no double-counting has occurred.

Hill Creek Homeowners' Association
Member Directory

January 26, 2017

Owners	Address	Parcel	Rental?	Owner's Signature & Date
SECTION 1: NORTH SIDE OF 380TH FROM ENTRANCE TO EASEMENT, INCL 23RD PL S				
THERESA LOUIE	2410 S 380TH ST	3317010040		<i>Theresa Louie 10/22/17</i>
DAN KIM	2336 S 380TH ST	3317010030		
VLADIMIR VAKULICH	2330 S 380TH ST	3317010020		
KENNETH & TAMARA MANUS	2324 S 380TH ST	3317010010		
MICHAEL RAPPE - D4L01	37972 23RD PL S	7212680010		<i>Michael Rappe 10-7-17</i>
CHRIS MORRISON - D4L02	37968 23RD PL S	7212680020		
JUSTIN & KELSIE COMPTON - D4L03	37964 23RD PL S	7212680030		<i>Kelsie Compton 10/7/17</i>
CORY & MARNIE PATTON - D4L04	37960 23RD PL S	7212680040		<i>Cory Patton 10/15/17</i>
ROBERT & JULIANNE EUGLEY - D4L05	37954 23RD PL S	7212680050		<i>Julie Gley 10/14/17</i>
JEFFREY & PAIGE STIVER - D4L06	37948 23RD PL S	7212680060		<i>Paige Stiver 10/7/17</i>
CHRISTOPHER & KIMBERLY KUHN - D4L07	37942 23RD PL S	7212680070		<i>Chris Kuhn 10/14/17</i>
SIENNA LE - D4L08	37936 23RD PL S	7212680080		
DAVID & CHERYL BRITTON - D4L09	37930 23RD PL S	7212680090		<i>David Britton 10/06/17</i>
PAUL & DIANNE CANDELLA - D4L10	37924 23RD PL S	7212680100		<i>Paul Candella 10/01/17</i>
KEELEY & ROBERT VALDEZ - D4L11	37922 23RD PL S	7212680110		<i>Keeley Valdez 10/1/17</i>
MARY BRAND - D4L12	37925 23RD PL S	7212680120		<i>Mary Brand 10/31/17</i>

Hill Creek Homeowners' Association Member Directory January 26, 2017

Owners	Address	Parcel	Rental?	Owner's Signature & Date
ANDREW & HEATHER RICE - D4L13	37929 23RD PL S	7212680130		
STEVEN & ESTELA TALMADGE - D4L14	37935 23RD PL S	7212680140		<i>Steven & Estela Talmadge 10/11/2017</i>
MARIO & CHRISTINE GARNIER - D4L15	37943 23RD PL S	7212680150		<i>Mario & Christine Garnier 10/15/17</i>
IH4 PROPERTY BORROWER L.P. - D4L16	37951 23RD PL S	7212680160	rental	
THOMAS & MELINDA GIESE - D4L17	2310 S 380TH ST	7212680170		<i>Thomas & Melinda Giese 10/1/17</i>
JANE LINDSTROM - D4L18	2306 S 380TH ST	7212680180		<i>Jane Lindstrom 10/15/17</i>
TAMARA RASHID - D4L19	2226 S 380TH ST	7212680190	rental	
IVAN & REBECCA FLORES - D4L20	2220 S 380TH ST	7212680200		<i>Ivan & Rebecca Flores 10/1/17</i>
AURORA ESCAME - D4L21	2214 S 380TH ST	7212680210	rental	
TERRY & IRENE SAIKI - D4L22	2208 S 380TH ST	7212680220		
RICHARD SAUER - D4L23	2202 S 380TH ST	7212680230		<i>Richard J. Sauer 10/1/17</i>

Count: 24 (excluding rentals)

Owners	Address	Parcel	Owner's Signature & Date
TAMARA RASHID - D4L19	2226 S 380TH ST	7212680190	 12/20/17

2.1

Hill Creek Homeowners' Association
Member Directory

January 26, 2017

Owners	Address	Parcel	Rental?	Owner's Signature & Date
SECTION 2: SOUTH SIDE OF 380TH FROM EASEMENT TO ENTRANCE				
WIFE talk to DAVID KIDD - D4L100	2201 S 380TH ST	7212681000		<i>[Signature]</i> 12/30/17
23 VALERIY & DIANA NAYBERGER - D4L101	2207 S 380TH ST	7212681010		
MAURA VINCECRUZ - D4L102	2213 S 380TH ST	7212681020		<i>[Signature]</i> Oct 1 2017
7- PATRICK & ROBIN SIMMONS - D4L103	2219 S 380TH ST	7212681030		
JUSTIN JOLMA - D4L104	38003 23RD CT S	7212681040		<i>[Signature]</i> Oct. 1. 2017
• BETHANY KOSTIN - D4L105	38007 23RD CT S	7212681050		<i>[Signature]</i> 10/15/2017
NO • KATHIE ROBINSON - D4L106	38011 23RD CT S	7212681060		
• MARIA JENNIFER C. CORPORAL - D4L107	38015 23RD CT S	7212681070		<i>[Signature]</i> 1/15/2018
• AMY GIBSON - D4L108	38012 23RD CT S	7212681080		<i>[Signature]</i> 10-1-17
• MICHELLE SCHWEIKL - D4L109	38008 23RD CT S	7212681090		<i>[Signature]</i> 12.30.17
• JOSHUA MILLER - D4L110	2313 S 380TH ST	7212681100		
JUNG SOON KANG - D4L111	2319 S 380TH ST	7212681110	rental	<i>[Signature]</i> Oct. 1
HYE YOUNG & MYUNG GON KIM	38005 24TH CT S	3317010050		<i>[Signature]</i> Oct. 1
• ANATOLY PILAT	38009 24TH CT S	3317010060		<i>[Signature]</i> - 01-11-18
FRANCES BARNES	38013 24TH CT S	3317010070		<i>[Signature]</i> James Barnes Oct 1
• SUN MI YANG	38019 24TH CT S	3317010080		<i>[Signature]</i> Oct. 15

Owners	Address	Parcel	Owner's Signature & Date
PIRAU & OLGA NICOLAE - D4L110	2313 S 380TH ST	7212681100	 12/20/2017

Hill Creek Homeowners' Association Member Directory

January 26, 2017

Owners	Address	Parcel	Rental?	Owner's Signature & Date
M 3 RODOLFO & ROSANA MORELOS	38023 24TH CT S	3317010090		<i>[Signature]</i> Jan Feb 24, 2018
3 4 SHAYLA PHAM	38022 24TH CT S	3317010100		<i>[Signature]</i> Jan 10, 2018
4 5 GREG & MARTHA COLLINS	38018 24TH CT S	3317010110		
5 6 LARA & CHRISTOPHER MARTIN	38014 24TH CT S	3317010120		
6 7 LAURENCE & SHARLET BEST	38010 24TH CT S	3317010130		<i>[Signature]</i> 10/1/17
DIETHER & SINOK WOLF	38006 24TH CT S	3317010140		
ANDREY & LYUDMILA KOPYTIN	2727 S 380TH ST	1874001730		
Count: 22 (excluding rentals)				

Hill Creek Homeowners' Association

Member Directory

January 26, 2017

Owners	Address	Parcel	Rental?	Owner's Signature & Date
SECTION 3: WEST SIDE OF 21ST PL SOUTH AND 21ST CT CUL DE SAC				
* SHARON M. BERGQUIST - D4L24	37944 21ST PL S	7212680240		
* DOUGLAS & MARY MCLAREN - D4L25	37938 21ST PL S	7212680250	rental	<i>Douglas & Mary McLaren</i> 9/26/2017
JODY CARLSON - D4L26	37932 21ST PL S	7212680260		<i>Jody Carlson</i> 10/15/17
CHARLES & LAURALEE WHITNEY - D4L27	37926 21ST PL S	7212680270		<i>Lauralee Whitney</i> 10/1/17
GULZAR PRADHAN - D4L28	37920 21ST PL S	7212680280	rental	
* <i>Denise</i> VINCE FARANDA - D4L29	37914 21ST PL S	7212680290		
JAMES & JODI NITZ - D4L30	37908 21ST PL S	7212680300		<i>James & Jodi Nitz</i> 10/1/17
MICHAEL & AMY CARABALLO - D4L31	37904 21ST PL S	7212680310		<i>Amy Caraballo</i> 12/10/17
ROBERT & BRENDA AUSTIN - D4L32	37840 21ST CT S	7212680320		<i>Robert & Brenda Austin</i> 10/1/17
* GREGORY & PAMELA HEWITT - D4L33	37834 21ST CT S	7212680330		
BENJAMIN BENEDETTI - D4L34	37828 21ST CT S	7212680340	rental	
TED & KARRLIE CHETNIK - D4L35	37822 21ST CT S	7212680350		<i>Ted & Karrlie Chetnik</i> 10/01/17
JARAEA SHEPHERD - D4L36	37816 21ST CT S	7212680360		<i>Jaraea Shepherd</i> 2017/10/01
DAVID & DEBRA HART - D4L37	37812 21ST CT S	7212680370		<i>Debra Hart</i> 10/1/2017
PO CHENG & NATALIYA LEE - D4L38	37808 21ST CT S	7212680380		- likes King Co police
2014-IH Borrowers LP - D4L39	37806 21ST CT S	7212680390	rental	

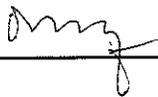
Owners	Address	Parcel	Owner's Signature & Date
BENJAMIN BENEDETTI - D4L34	37828 21ST CT S	7212680340	 12/16/2017

Hill Creek Homeowners' Association Member Directory January 26, 2017

Owners	Address	Parcel	Rental?	Owner's Signature & Date
GLENN & ALLISON MCEACHRON - D4L40	37811 21ST CT S	7212680400		<i>Glenn Mceachron</i> 10/7/17
BERNARD SKALNY & PENNY STANG - D4L40A	37815 21ST CT S	7212680401		
* RENATO & CAROLINA SANTONIL - D4L41	37819 21ST CT S	7212680410		<i>Renato Santonil</i> 11/30/18
EDWARD & LORI NICOLAUS - D4L42	37827 21ST CT S	7212680420		<i>Edward Nicolaus</i> 10/1/17
* JUDITH BECKER - D4L43	37833 21ST CT S	7212680430		

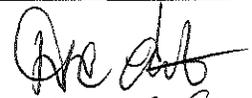
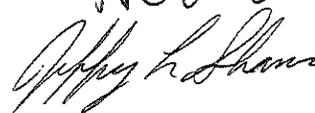
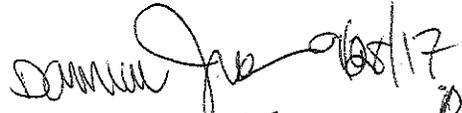
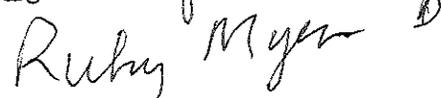
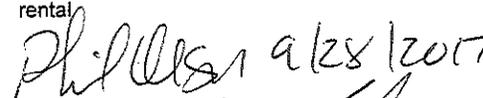
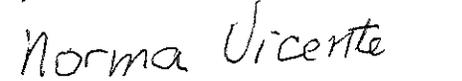
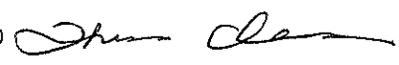
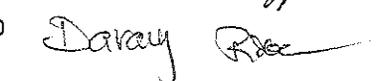
Count: 17 (excluding rentals)

Bring Jeff *

Owners	Address	Parcel	Owner's Signature & Date	
CHRIS & COURTNEY FUJITA - D4L44	2014 S 379TH ST	7212680440		1-24-18
YOUNG KIM	38014 24TH CT S	3317010120		2/24/18

Hill Creek Homeowners' Association Member Directory

January 26, 2017

Owners	Address	Parcel	Rental?	Owner's Signature & Date
SECTION 4: NORTH SIDE OF 379TH ST & WEST SIDE OF 19TH AVE TO INTERSECTION WITH 380TH				
DAVID FUJITA - D4L44	2014 S 379TH ST	7212680440		 9/28/17
JEFFREY & MELODIE SHAVER - D4L45	2008 S 379TH ST	7212680450		 2017/09/28
X JANAE & JEFFREY BALLARD - D4L46 No	1936 S 379TH ST	7212680460		" "
DAMIAN & DOUGLAS JENKINS - D4L47	1928 S 379TH ST	7212680470		 9/28/17 2017/09/28
RUBY MYERS - D4L48	1922 S 379TH ST	7212680480		 Ruby Myers D.
BETTY SHERIFF - D4L49	1916 S 379TH ST	7212680490	rental	 9/28/2017
PHILIP OLSEN - D4L50	1910 S 379TH ST	7212680500		 9-30-2017
MIKE & YVONNE JASKARI - D4L51	1904 S 379TH ST	7212680510		 2017.09.28
THONGHA & HYEONSOOK LEE - D4L52	1900 S 379TH ST	7212680520		 Norma Vicente
DANILO & NORMA VICENTE - D4L53	37925 19TH AVE S	7212680530		 9/28/2017
BILL & SHERRISA CLASSON - D4L54	37931 19TH AVE S	7212680540		 9/30/2017
X DAVID & NGOC-HUONG LIPPERT - D4L55 No	37937 19TH AVE S	7212680550		 2/17/2018
SALY BOU & DARANY REIM - D4L56	37943 19TH AVE S	7212680560		

Count: 13 (excluding rentals)
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Hill Creek Homeowners' Association Member Directory

January 26, 2017

Owner's Signature & Date

Owners

Address

Parcel

Rental?

SECTION 5: SOUTH SIDE OF 380TH FROM TURNAROUND TO EASEMENT

MORTEN & SARAH HAASTRUP - D4L57 1817 S 380TH PL 7212680570

MFC → 10/8/2017

DARREL & BELINDA STEWART - D4L58 1821 S 380TH PL 7212680580

Belinda Stewart 10/8/2017

KURT & TARI FURTWANGLER - D4L59 1827 S 380TH PL 7212680590

Tari Furtwangler 10/8/2017

J. TYLER MARQUART & ELIS ARIAS - D4L60 1833 S 380TH PL 7212680600 rental

No TOMMY & HELENA CARTER - D4L61 *(NO)* 1901 S 380TH PL ~~X~~ 7212680610

Empty? RICHARD & CHERISE HUTCHINSON - D4L62 1907 S 380TH PL 7212680620

JERMAINE WHITE & GABRIELA MARQUEZ - D4L63 1913 S 380TH PL 7212680630

jerma white 10-21-2017 10-21-17

PHUC PHAM & QUYNHCHAU NGUYEN - D4L64 1919 S 380TH PL 7212680640 rental

HUEI CHU CHIANG - D4L65 1925 S 380th ST 7212680650 rental

No STEVE & ANNIE WONG - D4L66 2005 S 380TH PL 7212680660

~~DONALD & JOLENE SICHMELLER - D4L67~~ 2011 S 380TH PL 7212680670

(M) ANGELA DADG AND PABLO CASAS

THOMAS GUIZZOTTI - D4L92 2023 S 380TH ST 7212680920

Paul Thomas F. Dign... 10/8/2017

LISA WOODS - D4L93 - 2029 S 380TH ST 7212680930

Lisa Woods 10/8/2017
10/21/2017

EDWARD & MARLENE MATHEWS - D4L94 - 2035 S 380TH ST 7212680940

Marlene Mathews 1/20/2018

CHARLES & PATRICIA VADEN - D4L95 *(NO)* 2041 S 380TH ST ~~X~~ 7212680950

Charles 1/20/2018

S. GROBTHONG & Y. CHIANCHITLERT - D4L96 2047 S 380TH ST 7212680960

Y. Chianchitlert 1/20/18

Hill Creek Homeowners' Association Member Directory

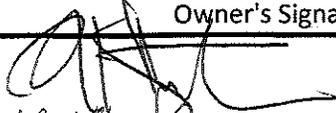
January 26, 2017

Owners	Address	Parcel	Rental?	Owner's Signature & Date
SECTION 6: FROM SW CORNER OF PARK CLOCKWISE AROUND TO NE CORNER OF PARK INCLUDING 2 CUL DE SACS				
GIHWANG SHIN & HYESUN KIM - D4L68	2026 S 380TH ST	7212680685	Flag lot next to park	
WILLIAM & SARAH MOORE - D4L68A	2022 S. 380TH ST	7212680680		<i>William Moore</i> 10/15/17
YOUNG CHOI & LYDIA KANG - D4L69	37940 20th PL S	7212680690		<i>Young Choi</i> Feb 1 15 2018 ✓
TODD BENNETT - D4L70	37934 20TH PL S	7212680700		<i>T. Bennett</i> 10/30/17
JOHANNA MATA - D4L71	37928 20TH PL S	7212680710		<i>Johanna Mata</i> 2/3/2018
M. SEAMSTER & S. CORSARO - D4L72	37924 20TH PL S	7212680720		<i>M. Seamster</i> 2/1/2018
DIANE FESKE - D4L73	37923 20TH PL S	7212680730		
DENISE MIYAKE - D4L74	37927 20TH PL S	7212680740		
W.J. & NORIE WAFFORD - D4L75	37933 20TH PL S	7212680750		<i>Norie Wafford</i> 10/30/17
ANATOLI & VERA TISLENOK - D4L76	37939 20TH PL S	7212680760	rental	
NEJIB & KARIMA OUESLATI - D4L77	37942 19TH AVE S	7212680770		<i>Nejib Oueslati</i> 10/30/17
VICTORIA ELDER & MIKE STAEHLER - D4L78	37936 19TH AVE S	7212680780		<i>Mike Staehler</i> 10/30/17
DANIEL PIRAINO - D4L79	37930 19TH AVE S	7212680790	rental	
JEFFREY & CINDY SAGEN - D4L80	1903 S 379TH ST	7212680800		<i>Jeffrey Sagen</i> 10/30/17
BLAKE & CHRISTINA GJEFLE - D4L81	1909 S 379TH ST	7212680810		<i>Blake Gjefle</i> 10/30/17
ALBERT & KATIE TONG - D4L82	1917 S 379TH ST	7212680820		

Hill Creek Homeowners' Association

Member Directory

January 26, 2017

Owners	Address	Parcel	Rental?	Owner's Signature & Date
RANDAL & JANET STRASH - D4L97	2103 S 380TH ST	7212680970		 9/26/17
JOHN & KELLY KRAMER - D4L98	2109 S 380TH ST	7212680980		Kelly Kramer 11/26/17
RJ WAN & LI WA HUANG - D4L99	2115 S 380TH ST	7212680990	rental	

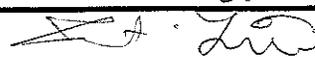
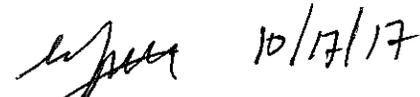
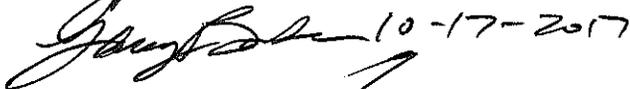
Count: 19 (excluding rentals)

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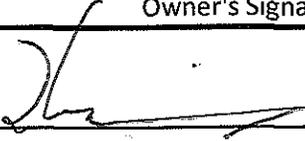
Owners	Address	Parcel	Owner's Signature & Date
DANIEL PIRAINO - D4L79	37930 19TH AVE S	7212680790	<i>Daniel Piraino Jan 15, 2018</i>

Hill Creek Homeowners' Association Member Directory

January 26, 2017

Owners	Address	Parcel	Rental?	Owner's Signature & Date
TERESA LIM - D4L83	1923 S 379TH ST	7212680830		 2-4-18
IH2 PROPERTY WASHINGTON - D4L84	37905 20TH CT S	7212680840	rental	
IH4 PROPERTY BORROWER LP - D4L85	37909 20TH CT S	7212680850	rental	
KEVIN SIBLEY - D4L86	37913 20TH CT S	7212680860	rental	
DIMENSION PROPERTY MANAGEMENT - D4L87	37912 20TH CT S	7212680870	rental	
LAZARO AGUILAR RAMIREZ - D4L88	37910 20TH CT S	7212680880		
ALEX & LYDIA SSEBUGWAWO - D4L89	37906 20TH CT S	7212680890		 10/17/17
LARRY & JANET BOITANO - D4L90	37913 21ST PL S	7212680900		 10-17-2017
CRAIG SIMMONS - D4L91	37917 21ST PL S	7212680910		 10/17/17

Count: 19 (excluding rentals)

Owners	Address	Parcel	Owner's Signature & Date
KEVIN SIBLEY - D4L86	37913 20TH CT S	7212680860	 12/15/17

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7.7 Annexation of Unincorporated Islands

Code Cities

The annexation statutes provide for an abbreviated procedure to annex unincorporated islands or pockets of property within a city. When there is an unincorporated area (1) containing less than 175 acres with all of the boundaries of the area contiguous to a code city, or (2) of any size containing residential property owners and having at least 80 percent of the boundaries contiguous to a code city if the area is within the same county and urban growth area designated under RCW [36.70A.110](#), and the city is required to plan under the Growth Management Act, the city council may initiate annexation proceedings by resolution. However, annexation by this method is potentially subject to a referendum election within the unincorporated territory.

A. Contents of Resolution (RCW [35A.14.295](#))

A resolution for annexation of an unincorporated island must:

1. Describe the boundaries of the area to be annexed;
2. State the number of voters residing in the area as nearly as possible; and
3. Set a date for a public hearing on the resolution.

B. Notice of Hearing (RCW [35A.14.295](#))

Notice of the hearing on the annexation resolution is to be given by publication of the resolution at least once a week for two weeks prior to the date of the hearing, in one or more newspapers of general circulation within the city and in one or more newspapers of general circulation within the area to be annexed. However, it is likely that one newspaper would be generally circulated both within the city and in the area proposed for annexation.

C. Hearing (RCW [35A.14.297](#))

Residents and property owners of the area described in the resolution are to be afforded an opportunity to be heard.

D. Adoption of Annexation Ordinance (RCW [35A.14.297](#))

After the hearing, the city council may by ordinance annex the territory described in the resolution, although it may be necessary to first obtain review board approval, as discussed below. The ordinance may also provide for the adoption of a proposed zoning regulation or for the assumption of indebtedness by the area to be annexed. The effective date of the annexation ordinance may not be less than 45 days after passage, to allow for the referendum period discussed below.

E. Notice of Annexation (RCW [35A.14.297](#))

Notice of the proposed effective date of annexation, including a description of the property to be annexed, is to be published at least once a week for two weeks after the passage of the ordinance in one or more newspapers of general circulation within the city and within the area to be annexed. If the annexation ordinance provides for adoption of a proposed zoning regulation or for the assumption of indebtedness, the notice must include a statement of these requirements.

F. Review

1. Boundary Review Board
Notice of intent to annex must also be filed with the boundary review board, if one has been established in the county. Since procedures can vary among counties, it is advisable to contact the appropriate review board for specific procedures. (See [Section 8.2.](#)) Boundary review board

clearance is necessary before the annexation may be effective.

2. County Annexation Review Board for Code Cities
Review by the county annexation review board for code cities is not necessary in counties without a boundary review board. RCW 35A.14.220.

G. Referendum (RCW 35A.14.297, RCW 35A.14.299)

The annexation ordinance is subject to potential referendum for 45 days after passage. To initiate a referendum on the annexation, a referendum petition must be signed by qualified electors in number equal to not less than ten percent of the votes cast in the last general state election in the area to be annexed. If a timely and sufficient referendum petition is filed with the city council, the question of annexation is to be submitted to the voters.

H. Election

1. Date of Election (RCW 35A.14.299, RCW 29A.04.330)
The date is to be at the next general election, if one is to be held within 90 days, or at a special election called not less than 45 days nor more than 90 days after the filing of the petition. See Section 7.1 H for special election dates.
2. Conduct of Election (RCW 35A.29.151)
The election is to be held in compliance with general election law.
3. Notice of Election (RCW 35A.14.299, RCW 35A.14.070)
 - a. The notice must be posted for at least two weeks prior to the date of election in four public places within the area proposed to be annexed, and
 - b. Published at least once a week for two weeks prior to the election in one or more newspapers of general circulation within the area proposed to be annexed. One publication must also be not more than ten nor less than three days prior to the election.
 - c. The notice of election must:
 - i. Describe the boundaries of the area proposed to be annexed,
 - ii. State the purpose of the election as stated in the resolution,
 - iii. Require voters to cast ballots containing the words equivalent to:

For annexation _
Against annexation _

or

For annexation and adoption of proposed zoning regulation _
Against annexation and adoption of proposed zoning regulation _

If assumption of indebtedness is proposed, the notice and ballot shall contain a separate proposition:

For assumption of indebtedness _
Against assumption of indebtedness _

- iv. Also contain the ballot title of measures to be voted upon at the election, the day and hours during which the polls will be open, and the address of each polling place in each precinct. RCW 35A.29.140.

I. Approval of Annexation (RCW 35A.14.297, RCW 35A.14.299)

If clearance is received from the boundary review board (if any), and if no sufficient referendum petition is filed within 45 days from of passage of the annexation ordinance (excluding the date of passage), the annexation will be effective upon the date fixed in the ordinance. If a sufficient petition is filed and an election held, the annexation will be decided by majority vote.

J. Notice of Annexation

For information on the notice that should be given, see discussion in Section 7.1 M. See also, RCW 35A.14.700.

7.8 Alternative Unincorporated Island-Interlocal Method of Annexation Code Cities

The 2003 legislature created an alternative method of annexing islands of unincorporated territory through the use of interlocal agreements. However, this “island-interlocal” method of annexation is only available to cities and towns located in counties that are subject to the “buildable lands” review and evaluation program (RCW 36.70A.215) under the Growth Management Act (GMA). RCW 35A.14.460(1). These counties are Clark, King, Kitsap, Pierce, Snohomish, and Thurston.

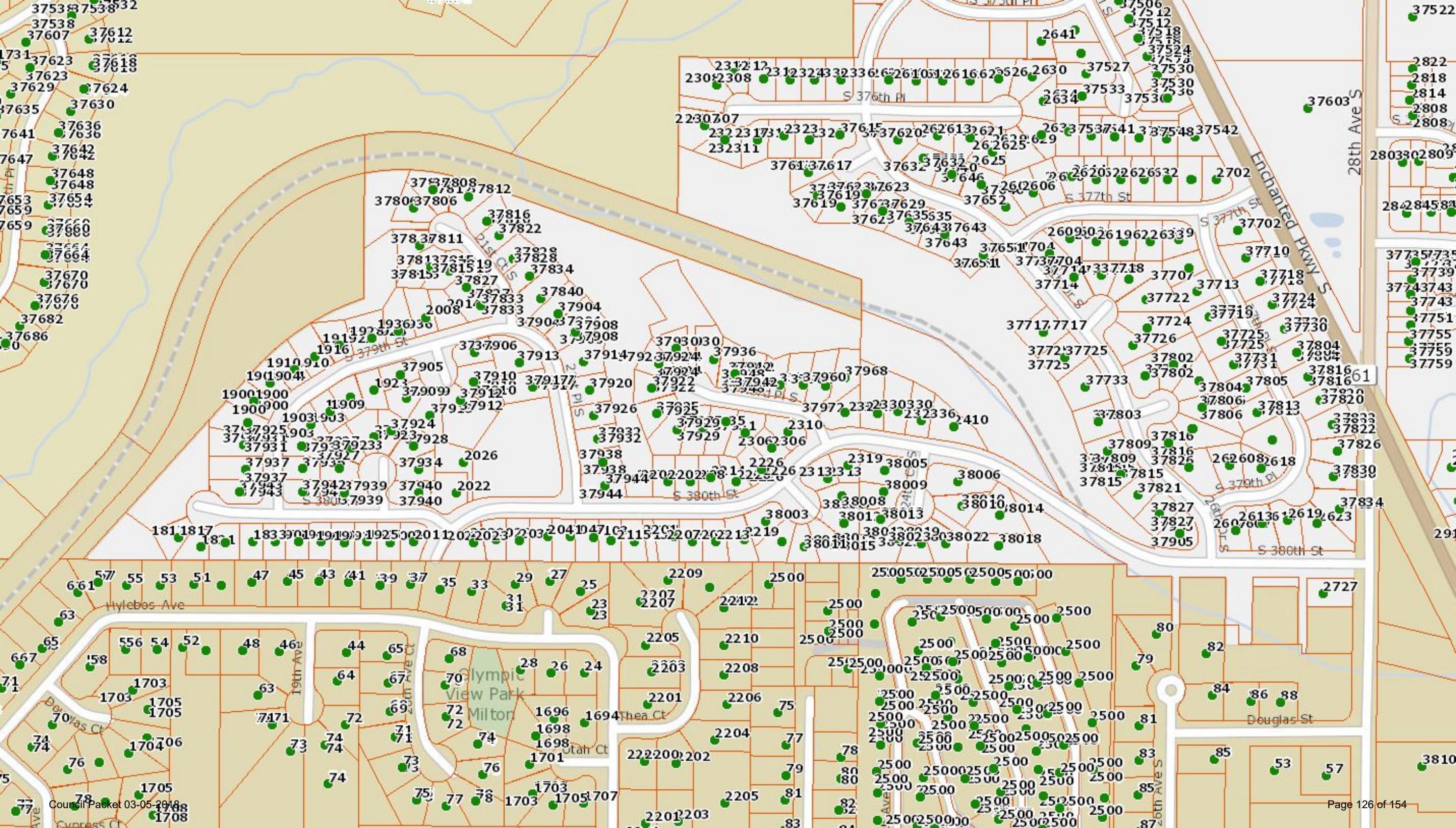
Unlike the other method of annexing unincorporated “islands” of territory, which is available to all cities and requires the proposed annexation area to have at least 80 percent of its boundaries contiguous to a single city (see RCW 35A.14.295), the proposed annexation area under the “island-interlocal” method need have only 60 percent of its boundaries contiguous to a city or to more than one city. As with all annexations in counties subject to the GMA, the proposed annexation area must be within an urban growth area (UGA). RCW 35A.14.460(1).

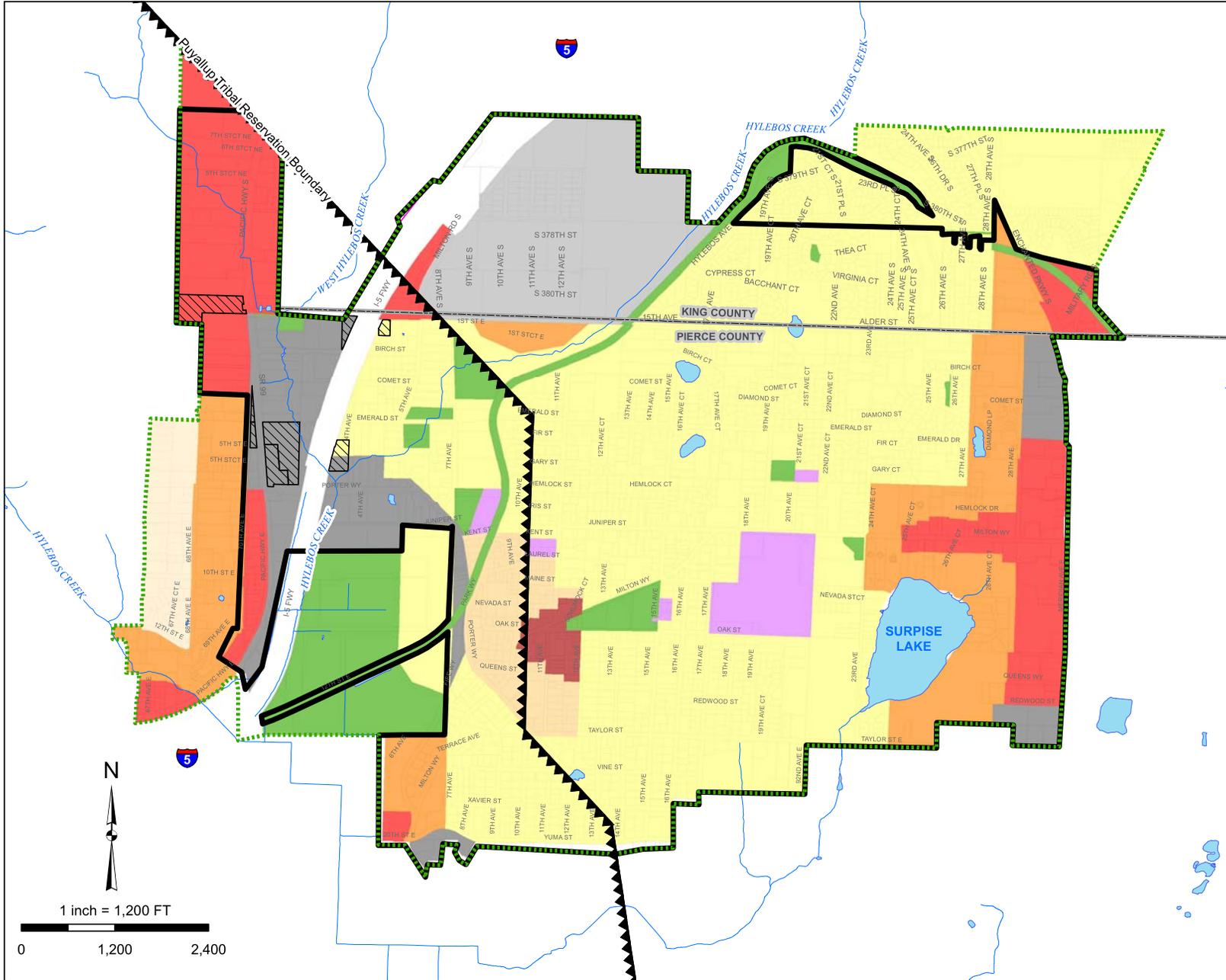
A. Initiation by Resolution/Negotiation (RCW 35A.14.460(1), RCW 35A.14.470(1)(c))

The process is begun by the legislative body of a qualifying city or county (see above) adopting a resolution “commencing negotiations” for an interlocal agreement with the county or a city, as the case may be, for annexation of territory described in the agreement that is within the city’s UGA and that has at least 60 percent of its boundaries contiguous to the annexing city or the annexing city and one or more other cities.

After a resolution is adopted, the county and city are to negotiate and try to reach an agreement regarding the annexation. RCW 35A.14.470(1)(c) establishes a 180-day negotiation period, which begins with the date of the passage of the county resolution. The legislative body for either the county or city may, however, pass a resolution extending the negotiation period for one or more six-month periods if a public hearing is held and findings of fact are made prior to each extension. If the 180-day negotiation period expires, the county may initiate an annexation process with another city contiguous to the unincorporated island, as described in C below.

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Legend:

- RS Residential Single Family Designation
 - RMD Residential Moderate Density Designation
 - RM Residential Multi-Family Designation
 - B Business District
 - MX Mixed-Use Town Center Designation
 - CF Community Facilities Designation
 - OS Open Space Designation
 - PD Planned Development Designation
 - M-1 Light Manufacturing Designation
 - UGA UGA Overlap Area
 - Interurban Trail
 - Potential Annexation Area
 - City Limits
 - Water
 - Stream/River
- Tribal Lands**
- Member Trust
 - Tribal Trust
 - Puyallup Tribal Reservation Boundary

CITY OF MILTON

MAP LU-2: FUTURE
LAND USE



M:\Milton\13503 Comp Plan GIS\GIS\MXD\FUTURE LAND USE3.mxd

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To: Mayor Sherrell and City Council Members
From: William L. Cameron, City Attorney
Date: March 5, 2018
Re: **Ordinance 1st Read – Official Notices**

ATTACHMENTS: Proposed Ordinance amending the locations for posting official notices

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: N/A – First Reading

Financial Impact: None

Issue: Milton’s Municipal Code currently requires that a copy of official notices be posted at the Milton Post Office. The Post Office has communicated that it would prefer not to provide such posting. This ordinance allows the City Clerk to post official notices on the Reader Board in Milton Community Park, in addition to continuing to post at City Hall and on the City’s website.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO THE POSTING OF OFFICIAL NOTICES; AMENDING SECTION 1.10.010 OF THE MILTON MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, It is no longer possible to place official City notices at the United States Post Office; and

WHEREAS, It is often necessary or desirable to provide appropriate notice to the public of hearings, actions, or other matters under consideration or being taken by the City;

NOW, THEREFORE,

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

Section 1. Section 1.10.010 of the Milton Municipal Code be, and the same hereby is, amended to read as follows:

1.10.010 Official posting places designated.

The following public places in the city are designated as the official posting places for all city notices and other documents required to be posted pursuant to RCW 35A.12.160:

- A. Milton City Hall, 1000 Laurel Street, Milton, Washington;
- B. Milton Activity Center, 1000 Laurel Street, Milton, Washington; and
- C. ~~United States Post Office, 2825 Milton Way~~ The City Reader Board on Milton Way in Milton Community Park, Milton, Washington; ~~and.~~
- D. ~~Whenever possible, the city shall utilize~~ may use additional forms of notice including, ~~but not limited to,~~ the City of Milton's official website.

E. The failure to post notice or the unavailability of any notice or place of notice does not affect the efficacy of any action taken in good faith by the City Council or other public body or officer. (Ord. 1648 § 1, 2005)

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Milton City Council the 5th day of March, 2018, and approved by the Mayor, the 5th day of March 2018.

SHANNA STYRON-SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

ELLIE HOOMAN, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
WILLIAM L. CAMERON, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Milton, Washington

On the 5th day of March 2018, the City Council of the City of Milton, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO THE POSTING OF OFFICIAL NOTICES; AMENDING SECTION 1.10.010 OF THE MILTON MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

The full text of this Ordinance will be mailed upon request.

DATED this 5th day of March 2018.

Ellie Hooman, CITY CLERK

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To: Mayor Styron Sherrell and City Council Members
From: Mark Howlett, P.E., Public Works Director/City Engineer
Date: March 5, 2018
Re: **Interlocal Agreement with Puget Sound Regional Transit Authority – Tacoma Dome Link Extension Project**

ATTACHMENTS: Draft Partnering Agreement
Project Overview Flyer

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action: I move to authorize the Mayor to sign the Partnering Agreement Between the City of Milton and the Puget Sound Regional Transit Authority for the Tacoma Dome Link Extension Project.

Fiscal Impact/Source of Funds: There is no budget impact for this item.

Issue: Sound Transit will be extending their light rail network from Federal Way through the cities of Milton and Fife, terminating near the Tacoma Dome. Coordination between Milton and Sound Transit includes the adoption of a Partnering Agreement.

Discussion: In November 2016 the voters of the Central Puget Sound area approved Sound Transit 3 (ST3) extending the improvements envisioned under the first 2 Sound Transit programs. The ST3 Plan adds 62 new miles of light rail with stations serving 37 additional areas for a regional system reaching 116 miles. The plan also establishes Bus Rapid Transit routes on I-405/SR 518 and SR 522/NE 145th; expands capacity and service of the Sounder south rail line; includes ST Express bus service; improves access to stations for bicyclists, pedestrians, drivers, and pick-up and drop-off services; and expands parking at stations.

Of particular importance to the City of Milton is the Tacoma Dome Link Extension (TDLE) component of ST3. This project will extend the light rail network from the Federal Way Transit Center to the Tacoma Dome with station locations in South Federal Way, Fife, East Tacoma and the Tacoma Dome area. (See attached flyer.) Also included in the TDLE is the construction of an Operations and Maintenance Facility.

Sound Transit has embarked on a comprehensive effort to include stakeholder groups as part of the planning process. This coordination includes working closely with the jurisdictions along the proposed route. A component of the coordination is the attached Partnering Agreement. This agreement outlines the commitments between the City of Milton and Sound Transit.

**PARTNERING AGREEMENT BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“SOUND TRANSIT”)
AND THE CITY OF MILTON FOR THE
TACOMA DOME LINK EXTENSION PROJECT
GA 0029-18**

THIS PARTNERING AGREEMENT (“Agreement”) is between the Central Puget Sound Regional Transit Authority, a regional transit authority organized under Chapter 81.112 RCW (“**Sound Transit**”), and the City of Milton, a Washington municipal corporation (“**City**”), for the purposes set forth below. Sound Transit and the City are collectively referred to hereafter as “the Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Sound Transit 3 (ST3) high capacity transit system expansion approved by the voters in November 2016 includes a wide variety of projects to be implemented over the next 25 years. Implementing ST3 consistent with the scope, budget, and schedule approved by the voters will require coordination and collaboration by Sound Transit and by its federal, state, and local partners;

WHEREAS, to meet the challenges of delivering the ST3 projects, Sound Transit developed a System Expansion Implementation Plan (SEIP) that identifies new methods of project development and delivery. Sound Transit has refined processes, policies, and organizational structures to support this streamlined project delivery model, and it developed new approaches for working with project partners, stakeholders, and local jurisdictions. The overall project development approach, including phases and key decisions is depicted in the SEIP;

WHEREAS, the ST3 Plan includes the Tacoma Dome Link Extension Project and a new Light Rail Operations and Maintenance Facility located in the Federal Way to Tacoma corridor, collectively referred to hereafter as the “Project”; and

WHEREAS, the success of the Project depends on close cooperation between the Parties and others, and the Parties wish to memorialize specific commitments between Sound Transit and the City as outlined in this agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, it is mutually agreed as follows.

1. PURPOSE

The purpose of this Agreement to memorialize the following commitments between Sound Transit and the City:

- 1.1. To work seamlessly together using a single designated representative from each organization to manage the project, to establish a cooperative and communicative platform for reaching early and durable decisions, and to resolve disputes;
- 1.2. To provide clarity as to project scope, schedule, and budget and identify opportunities for joint work, coordination with City projects, City enhancements, or City-led improvements;
- 1.3. To establish specific points in the development process for City concurrence;
- 1.4. To develop environmental review documents that both Sound Transit and the City can use for all of the required project development approvals and permitting decisions;
- 1.5. To provide a process for streamlined permit review and processing, including land use decisions within time periods agreed upon as provided in this Agreement and/or the Permitting Plan (described below);
- 1.6. To develop other measures so that the project development process runs smoothly and without surprises to either Party; and
- 1.7. To collaborate at all levels to facilitate concurrent decision-making by Sound Transit's Board of Directors and the City Council.

2. PROJECT MANAGEMENT

2.1. General Goals and Expectations

- 2.1.1. With this Partnering Agreement, Sound Transit and the City are establishing a common understanding of roles, responsibilities, and schedule and budget imperatives necessary for the timely delivery of the Project. The ST3 Plan establishes aggressive timelines for project delivery. It is in the mutual interests of Sound Transit and the City, as well as other stakeholders and the public, to meet timelines and deliver quality transit expansion projects on schedule and within budget.
- 2.1.2. This Partnering Agreement is the first of multiple agreements and concurrence actions that will memorialize shared understandings between Sound Transit and the City over the life of the Project. The Parties anticipate entering into future agreements as the Project advances through subsequent design and delivery phases. Future agreements may include the preferred alternative concurrence document, Permitting Plan, permitting and development agreements, or other agreements as mutually determined by the Parties.

- 2.1.3. The Parties are mutually committed to meeting key Project milestones and thus commit to a high level of engagement during Project development and delivery. The Parties will regularly review staffing plans and levels of effort with the intent to maintain adequate staffing for timely delivery of the Project.

2.2. Designated Representatives and City Staff Participation

2.2.1. Designated Representatives

- 2.2.1.1. To ensure effective intergovernmental cooperation and efficient Project review, the Parties shall each designate a single representative responsible for communications between the Parties (“Designated Representative”). Each Party’s Designated Representative is identified in **Exhibit B**. Either Party may change its Designated Representative after consultation with the other Party, provided that the new Designated Representative has appropriate qualifications and level of authority to fulfill the expectations of the role.
- 2.2.1.2. Designated Representatives will be authorized by their respective organizations to direct, coordinate, and review the work of assigned staff. Designated Representatives will assemble, direct, and manage the staff in their respective organizations to achieve key project milestones within the project budget and schedule.
- 2.2.1.3. Designated Representatives are responsible for coordinating their respective governmental agency or departmental staff and consultants assigned to the Project. For the City Designated Representative, coordinating department staff and consultants includes resolving disputes that may arise between departments and/or consultants reporting to the City, and developing review schedules that allow for simultaneous review by multiple departments. Project coordination may require further agreements between the Parties. **Exhibit C** describes the duties to be performed by the City Designated Representative.
- 2.2.1.4. The Parties will meet to ensure early and frequent consultation on issues related to Project development on a regular basis throughout the Project. By working with Sound Transit and its consultants, the City can help facilitate expedited review of the Project. The City’s Designated Representative will be responsible for designating City

participants to the meetings and for managing the City's participation.

2.3. **Processes for Project Reviews**

- 2.3.1. The Parties understand and agree that achieving the processes and expectations described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work will occur as early as possible in the process, and not wait for explicit due dates and timelines.
- 2.3.2. Project reviews will involve strategies, such as "over the shoulder" ("OTS") reviews, task forces, page-turn meetings, workshops, charrettes, or other forms of engagement that encourage the Parties to engage in early and thorough discussion of Project opportunities, risks, and issues. The Parties will engage in these Project reviews and seek to resolve issues before Sound Transit provides formal Project submittals to the City for review.
- 2.3.3. Upon receipt of the Project review package, the City will review and return consolidated comments to Sound Transit from all relevant City reviewers preferably within 21 days, but certainly not later than thirty (30) days. Sound Transit will provide the City with a minimum three (3)-month look-ahead schedule of Project submittals, to help the City identify and plan for resources needed to conduct its reviews.

2.4. **Decision Making**

- 2.4.1. The Parties agree to be transparent in their respective decision-making processes and agree to avoid postponing difficult decisions until a critical deadline. The Parties will discuss upcoming decisions by either Party that may affect Project scope, schedule, or budget and will strive to reach concurrence before decisions are made.
- 2.4.2. The Parties will endeavor to respond to questions and requests for feedback or information within two weeks or earlier.

2.5. **Commitment to Project Schedule and Budget**

2.5.1. Schedule

- 2.5.1.1. The Parties acknowledge the importance of meeting Project schedule milestones and objectives in order to begin transit operations on time. Accordingly, the Parties will work in good faith toward the target dates identified in the schedule attached as **Exhibit D**.

2.5.2. Budget

- 2.5.2.1. The Sound Transit financial plan provides funding for the Project, including funds for environmental review, staff costs, design, transit-oriented development, transit integration, station access, property acquisition and relocation costs, construction, mitigation, and contingencies.
- 2.5.2.2. The Parties agree to work together to facilitate completion of the Project within available budget.
- 2.5.2.3. In cases where the City has an interest in changing Project scope beyond that allowed under Sound Transit's financial plan, the requirements of City regulations or the required mitigation measures as defined in the EIS and ROD, it will be the obligation of the City to identify reductions in scope or risk elsewhere on the Project, or provide increased funding through local contributions to finance the requested change. Agreement on the scope changes and local contributions will be memorialized in the preferred alternative concurrence document or other agreements as mutually determined by the Parties.

3. PROJECT DEVELOPMENT

3.1. Overall Project Approach to Project Development and Delivery

- 3.1.1. The Sound Transit Board has the sole authority to identify a range of alternatives and a preferred alternative for environmental study and subsequently select the project to be built after conclusion of the environmental review phase.
- 3.1.2. Upon completion of the alternatives development phase, Sound Transit and the City will develop a concurrence document to be authorized by City Council and signed by the City's Mayor and Sound Transit Chief Executive Officer that memorializes the preferred alternative identified and establishes a commitment to streamline the permitting processes as described in Section 3.2.1 below.

3.2. Identifying and Resolving Code Conflicts and Streamlining the Permit Process Prior to Permitting

- 3.2.1. Upon execution of this Agreement, the Parties will review development regulations and processes that will likely apply to the Project and identify potential code changes that are under the jurisdiction of the City and are necessary to streamline the permit review process or resolve code conflicts. The Parties will strive to identify the changes and actions that require Council, Mayor

or Planning Commission actions with sufficient lead time to implement each change or action before Project permitting begins.

3.3. Addressing Transit-oriented Development, Non-motorized access, Transit Integration, and Sustainability

- 3.3.1. The Parties agree that station location and design decisions should be informed by a balanced commitment to easing customer access from all modes (especially connecting local transit, foot, bicycle, carpools and rideshare services) and facilitating transit-supportive land use and urban form.
- 3.3.2. The Parties will coordinate content and sequencing of their planning activities with regard to station areas, land use, and access. This should be done in such a way that both Parties preserve their interests while avoiding duplication of effort or sudden change in direction. The Parties will develop a process for coordinating and implementing station area and station planning activities during the alternatives development phase.
- 3.3.3. The Parties will identify priorities for improving customer access to the system and will identify opportunities to maximize and leverage transit access investments by coordinating with City plans and City and other funding sources. Access improvements may be considered for early delivery if 1) they do not conflict with Project construction and 2) discretionary permit approvals for the Project have been obtained.
- 3.3.4. The Parties will work together to identify and evaluate opportunities for transit-oriented development (“TOD”) in station areas, including direct integration of transit facilities with development done by others. The Parties further agree to consider strategies for advancing equitable development outcomes in their planning activities, including but not limited to opportunities for development of affordable housing on publicly-owned land.
- 3.3.5. The Parties will work together to identify and evaluate opportunities for implementing green building and infrastructure, including certification to third-party standards such as LEED and ENVISION.

3.4. Commitment to Coordination on Planned Projects

- 3.4.1. The Parties will share information on existing conditions and planned projects within the Project area with the intent to identify opportunities for coordination and resolve conflicts as early as possible during Project development, and to reduce risks to Project development and delivery.

4. PROJECT DEFINITION

4.1. ST3 Plan Representative Projects

- 4.1.1. The ST3 Plan included representative projects developed for the purpose of establishing scope, cost estimates, and ridership forecasts. These representative projects will be used to establish the transit mode, corridor, number of stations, and general station locations during the Project's environmental review phase as well as during development of the detailed budgets and schedules. The applicable ST3 Plan representative project templates are provided for reference as **Exhibit A**.
- 4.1.2. The Parties will build on work already completed and publicly vetted, particularly Sound Transit 3 Plan, Updated Regional Transit Long Range Plan, and High Capacity Transit Corridor Study - Federal Way to Tacoma. Project development will start with the ST3 representative projects as the basis from which to investigate what other reasonable alternatives should be evaluated.
- 4.1.3. The Parties acknowledge that suggestions to study additional alternatives are likely to emerge during the alternatives development phase. The Parties will collaborate on the evaluation of reasonable alternatives that could meet project objectives and fulfill the purpose and intent of the voter-approved ST3 Plan. The target is to identify options to be investigated as soon as possible during the alternatives development phase to support the goal of early and durable consensus on a preferred alternative.
- 4.1.4. The Parties agree to follow Sound Transit Board Resolution No. R2009-24 (the "Scope Control Policy") to address requests to enhance the Project scope beyond what is described in the representative Project templates attached as **Exhibit A**, as well as the Board-adopted description of the Preferred Alternative or Project to be built once those decisions have been made. Community amenities such as public restrooms, farmers' market space, public events, stormwater facilities, and other features may be considered betterments by the Scope Control Policy.

5. ENGAGEMENT AND COMMUNICATIONS

5.1. Community Engagement and Communications Plan

- 5.1.1. Sound Transit will develop a Community Engagement and Communications Plan that describes the process for convening and managing three community engagement groups – an Elected Leadership Group, a Stakeholder Group, and an Interagency Group – as well as engaging with the public and the media. The

Community Engagement and Communications Plan will further describe the roles and responsibilities of the groups generally composed as follows:

- 5.1.1.1. The Elected Leadership Group will be composed of Sound Transit Board members and other local elected officials in the corridor.
 - 5.1.1.2. The Stakeholder Group will be composed of transit riders, residents, business owners, major institutional representatives, community organizations, and other members of the public.
 - 5.1.1.3. The Interagency Group will be composed of senior staff from Sound Transit and the City, county, state, and federal permitting agencies empowered with technical decision-making authority.
- 5.1.2. The Parties agree that the purpose of engaging with these groups is to offer opportunities for greater collaboration early in Project development. Providing elected, public, and technical staff with structured opportunities to learn in detail about project risks and opportunities, share multiple interests, and discuss constraints that affect the Project will allow issues to be understood and surfaced sooner; creative solutions to be developed and assessed; and trade-offs to be identified and decided upon. The Parties will facilitate engagement that produces enduring decisions and that streamlines the Project development and delivery process.
- 5.1.3. Sound Transit will collaborate with the City on development of the Community Engagement and Communications Plan. The Community Engagement and Communications Plan will require that external communications are delivered in a manner that is culturally and linguistically appropriate to the communities impacted by construction and other disruptions, as well as the longer term benefits, resulting from the Project.

5.2. **Public Communication**

- 5.2.1. The Parties intend to provide information to the community in an accurate and timely manner and will strive to notify and coordinate with each other in advance of formal press releases, news conferences, or similar public statements concerning the Project. Coordination may include identifying opportunities for joint public statements.

6. **STREAMLINED PERMITTING**

6.1. **Permitting Plan**

- 6.1.1. Before the completion of the environmental review phase, the Parties will develop a draft Permitting Plan that supports the preferred alternative and Project schedule. The draft Permitting Plan will describe the processes intended to facilitate the timely preparation, filing and processing of any required City permits, identify City departments with permitting responsibilities, and address the overall strategy for completing all City approvals for the Project, including land use, environmental, and building/trade/ministerial permits. The Permitting Plan will also address the potential or selected delivery method(s) for Project construction and related implications for the permitting process as well as a strategy for closing out permits upon completion of construction and the issuance of necessary certificates of occupancy.
- 6.1.2. Upon completion of the environmental review phase and selection of the Project to be built by the Sound Transit Board, the Parties will develop a final Permitting Plan and implement the processes identified in the Permitting Plan.
- 6.1.3. Implementation actions identified in the Permitting Plan may be formalized in permitting agreements, development agreements, or other agreements as mutually agreed by the Parties.

6.2. **Permit Decisions**

- 6.2.1. The Parties will develop timelines in the Permitting Plan that support the ST3 Plan goals of issuing land use decisions within one hundred twenty (120) days of City acceptance of a complete application and approvals of construction permit decisions within earlier timeframes.
- 6.2.2. Nothing in this Agreement will be deemed a waiver of the City's regulatory authority nor a predetermination of Project compliance with applicable codes and regulations.

7. **ENVIRONMENTAL REVIEW**

- 7.1. Sound Transit is the lead agency for compliance with the State Environmental Policy Act ("SEPA"). In coordination with the City and other agencies with jurisdiction, Sound Transit will complete the environmental review for the Project in accordance with SEPA. The City, including all of its departments and divisions, will participate actively in the environmental review process to ensure that the scope of review, reasonable alternatives, environmental impacts, and appropriate mitigation measures are identified and agreed to during the environmental review process. The goal is for the Parties to work together to ensure that there are no surprises later in the Project permitting process regarding environmental impacts or mitigation measures.

7.2. The City commits to participate in the environmental review process as a Cooperating Agency under the National Environmental Policy Act (“NEPA”) and as a Consulted Agency under SEPA. The City will contribute to the scope, analysis, and review of environmental documents for the Project. The environmental review will cover the City’s issuance of all permits for the Project as well as agreed upon environmental mitigation for Project impacts. The City will use and rely on the Project’s environmental documents and agreed upon mitigation measures to satisfy its SEPA responsibilities, consistent with WAC 197-11-600.

8. ESSENTIAL PUBLIC FACILITIES

8.1. The Parties agree that the Project is a regional transportation facility that has the status of an essential public facility (EPF) and that the requirements of RCW 36.70A.200 apply. The siting and location of the Project will be consistent with Chapter 36.70A. RCW.

9. PLANNING AND MANAGING CONSTRUCTION

9.1. Sound Transit will consider project delivery methods early in Project development and intends to select the appropriate project delivery method for segments of the Project as soon as a preferred alternative is identified. Sound Transit will evaluate alternative delivery methods against project goals and coordinate with the City before deciding which method(s) to employ. Multiple project delivery methods may be deployed depending on construction sequencing needs and differing Project facility requirements. Project delivery methods may include design-build, design-bid-build, general contractor/construction manager, public private partnerships, partner-led design or construction, or other methods.

10. PROPERTY ACQUISITION

10.1. Temporary and Permanent Property Acquisitions

10.1.1. The City acknowledges that Sound Transit will require use of City rights-of-way to build and operate the Project, and that Sound Transit will also acquire permanent and temporary property rights from private individuals and commercial interests to implement the Project.

10.1.2. Sound Transit will consider property acquisition needs, including construction staging and temporary construction easements, early in the project development phase. Sound Transit will assess the risk of imminent property sales and development pressure in the corridor. High risk parcels may be targeted for further evaluation and potential suitability for early protective acquisition by Sound Transit.

10.1.3. The City will notify Sound Transit of potential development activities (permit requests, developer inquiries, etc.) on parcels along the representative alignment and preferred alternative route, once identified.

10.2. Utility Relocation

10.2.1. The City has agreements and franchises with third-party utilities that describe processes and notice requirements associated with requests for relocation of such facilities for City projects. The Parties will collaboratively develop procedures and schedules in the form of Letters of Concurrence for ensuring that notices and required plans and specifications are prepared and provided to third party utility providers consistent with all applicable codes and regulations. Likewise, the Parties will collaboratively develop similar procedures, schedules, and Letters of Concurrence for the relocation of utilities owned by the City, establish ROW/roadway criteria as needed, and other City-determined criteria that are necessary for early property acquisition and to advance project design. The schedule and timeline for the Letters of Concurrence are critical to the overall Project schedule.

10.3. Transit Way Agreement

10.3.1. The Parties acknowledge that to satisfy federal continuing control requirements, it is necessary to enter into a transit way agreement that provides Sound Transit the right to own, operate, and maintain transit facilities in the City's public right-of-way. The Parties will work together in good faith to develop the appropriate terms and conditions and obtain the necessary approvals upon completion of environmental review.

11. STAFFING RESOURCES AND FUNDING

11.1. The Parties will work together to determine what, if any, additional resources or staffing may be needed to enable the City to fulfill its commitments as outlined in this Agreement. If it is determined that additional resources and/or funding is needed, the Parties will negotiate and execute a funding agreement that sets forth the specific work that may be eligible for reimbursement.

12. DISPUTE RESOLUTION

12.1. The Parties agree to work cooperatively and in good faith to resolve issues. The Parties agree that neither party shall take or join any action in any judicial or administrative forum to challenge the action of the other party associated with this Agreement or the Project, except as set forth herein.

12.2. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

- 12.3. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City will be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.
- 12.4. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement or the Project using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:
 - 12.4.1. Level One: Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.
 - 12.4.2. Level Two: Sound Transit's Executive Director of the Planning, Environment, and Project Development Department and the City's Public Works Director will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.
 - 12.4.3. Level Three: Sound Transit Deputy Chief Executive Officer and the City of Milton's Mayor, shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 12.5. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolving the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither party has an obligation to agree to refer the dispute to mediation nor other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

13. GENERAL PROVISIONS

This Agreement will take effect upon the last date of signature by the Parties as set forth below. This Agreement will remain in effect until the Project is completed and open to the public. Sound Transit and the City acknowledge that this Agreement is not a complete statement of terms and conditions that will apply to the transactions associated with the Project. If Sound Transit and the City determine it is in their respective best interests to enter into future agreements related to the Project, the terms of those agreements shall govern. Additional issues not addressed in this Agreement may be identified and included in these future agreements. This Agreement may be amended only by a written instrument executed by both Parties. The Designated Representatives may, by mutual agreement, revise or replace the Exhibits as necessary. Unless otherwise provided herein, all notices and communications concerning this Agreement will be in writing and addressed to the Designated Representative.

Each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below and the effective date will be the last date written below:

SOUND TRANSIT

CITY OF MILTON

By: _____
Peter M. Rogoff, Chief Executive Officer

By: _____
Name, Position

Date: _____

Date: _____

Authorized by Motion No. _____

Authorized by **City Council Resolution/**
Ordinance No ___ on _____, 20__.

EXHIBITS

- Exhibit A: ST3 Plan Representative Project Templates
- Exhibit B: Designated Representatives
- Exhibit C: City Designated Representative – Description of Role
- Exhibit D: Schedule Milestones

EXHIBIT A

ST3 PLAN REPRESENTATIVE PROJECT TEMPLATES

INSERT JULY 2016 TEMPLATES HERE

- Tacoma Dome Link Extension
- Light Rail Operations and Maintenance Facilities

EXHIBIT B
DESIGNATED REPRESENTATIVES

SOUND TRANSIT:

Curvie Hawkins
Tacoma Dome Link Extension Project Director
Sound Transit
401 S Jackson St
Seattle, WA 98104
(206) 689-4772
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CITY OF MILTON:

Steve Peretti
Public Works Director
City of Milton
1000 Laurel Street
Milton, WA 98354
253-831-4276
speretti@cityofmilton.net

EXHIBIT C

CITY DESIGNATED REPRESENTATIVE – DESCRIPTION OF ROLE

In order to proactively work through planning and design issues, and facilitate expedited project delivery, key City staff will need to coordinate on a regular basis with Sound Transit. Regular coordination meetings with the City Designated Representative as well as periodic coordination meetings with key technical staff at various City departments (Public Works and Economic and Community Development) are anticipated from the outset of project development. The Designated Representative, in conjunction with Sound Transit, will also identify appropriate check-in points with the City Council. Participation by key technical staff in regular interagency meetings as well as occasional stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other technical areas is also anticipated.

Key responsibilities of the Designated Representative include the following:

Serve as City's point of contact and coordinate involvement of other City staff

- Serve as City's single point of contact facilitating Sound Transit coordination efforts with the various City departments, Council, and Mayor.
- Manage internal coordination efforts between various City departments.
- Attend regular management coordination meetings with Sound Transit.
- Coordinate City staff involvement in periodic technical coordination meetings with Sound Transit staff and consultants.
- Participate in interagency meetings and coordinate involvement by other City staff as necessary.
- Coordinate City involvement in stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other issues.

Respond to requests for technical input and facilitate resolving issues

- Respond to Sound Transit and consultant staff requests for technical input related to project development. These could include: land use/zoning, traffic/parking, sensitive areas, hazmat, historic/archeological, parks/open space, other environmental concerns, utility, roadway/traffic, drainage, structural/building, fire/life safety, construction staging, property acquisition/right-of-way vacation, maintenance, or similar design and permitting issues.
- Identify City and private projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to interfere with the expeditious

design and construction of the Project, facilitate conflict resolution, and identify opportunities for coordinated delivery or joint development.

Coordinate City review of technical work and resolve potential inconsistencies

- Coordinate City staff review of alternatives development and EIS related documents and resolve inconsistencies among review comments between departments.
- Coordinate City staff review of design submittals for stations, guideway and associated facilities and resolve inconsistencies among review comments between departments.

Facilitate development of agreements

- Facilitate development of staff level agreements documenting City concurrence on analysis/design approaches and proposed solutions.
- Facilitate development of partnering, preferred alternative, and permitting agreements with Sound Transit at key milestones in project development.
- Facilitate administration of interagency agreements, including City budget process, legislation, and ongoing reporting and financial management

EXHIBIT D
SCHEDULE MILESTONES

Schedule Objective	Target Date
Interagency Group Initiated	Q3 2017
Project Development Begins	Q4 2017
Preferred Alternative Concurrence	Q2 2019
ST Board Identifies Preferred Alternative	Q2 2019
Project Delivery Method Selected	2019
Permitting Plan Developed	2021
Environmental Review Complete & ST Board Selects Project to be Built	2022
Land Use/Discretionary Approvals Complete	TBD
Construction Begins	2025
Inspections and Certificate of Occupancy Complete	TBD
Revenue Service	2030

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Tacoma Dome Link Extension

December 2017

Project Overview

The Tacoma Dome Link Extension will connect Pierce and South King County residents to the regional light rail network, including direct access to SeaTac Airport and downtown Seattle, with stations at Tacoma Dome, East Tacoma, Fife and South Federal Way. The Tacoma Dome station will serve as a multi-modal transit hub, with transfer options to and from Sounder service, Tacoma Link, and Pierce Transit and Sound Transit buses.

★ Planning phase Alternatives development

Benefits

- › 9.7 new miles of light rail service connecting Pierce and South King County to the regional network.
- › 4 new light rail stations, from the Federal Way Transit Center station (2024) to Tacoma Dome station.
- › Parking garages at the South Federal Way and Fife stations; each with approximately 500 stalls.
- › Average projected daily riders by 2040: 27,000 – 37,000.
- › Open for service in 2030.

Stay informed

Get project updates: soundtransit.org/subscribe.

Contact Sound Transit's Community Outreach team at 206-370-5516 or via email at wilbert.santos@soundtransit.org.

Learn more about the project: soundtransit.org/tacomadomelink.



Fast and frequent service to destinations

- › Federal Way to Tacoma Dome station in 20 minutes.
- › Tacoma Dome station to SeaTac Airport in 35 minutes.
- › Federal Way to CenturyLink Field in 45 minutes.



Back to Agenda

To: Mayor Styron Sherrell and City Council Members
From: Mark Howlett, P.E. – Public Works Director/City Engineer
Date: March 5, 2018
Re: **Approval – Park Board Work Plan for 2018**

ATTACHMENTS: Proposed Park Board Work Plan for 2018

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: I move to approve the attached Park Board Work Plan for 2018 and direct that Board meeting agendas be scheduled to meet the goals therein.

Fiscal Impact/Source of Funds: None.

Issue: The draft Work Plan identifies the issues that Park Board and staff are proposing for 2018. Council is requested to review, amend if needed, prioritize, and approve the Work Plan.

Discussion: The Park Board solicited comments from the public during Milton Days, and the attached draft Work Plan reflects the efforts of that Workshop combined with discussions among City staff and Mayor Styron Sherrell.

The City Council may change or modify the Park Board's proposed 2018 Work Plan to best reflect Council priorities, available resources, and emerging issues. Once adopted, Council retains the authority to further revise the Work Plan, including referring other issues to the Park Board during the course of the year.



2018 Park Board Work Plan

Item	Description	Status
West Milton Ball Field/Dog Park	West Milton Ball Field has been sinking for some time and is projected to continue. STAFF and BOARD have agreed to maintain one of the baseball diamonds. In addition, there is a desire from the BOARD and some PUBLIC to construct a dog park in that area.	STAFF has made preliminary engineering assumptions about how to maintain one ball field while protecting and preserving the neighboring wetlands.
Exercise Stairs for New Sidewalk at Milton Trail, Kent St.	Officer Kidwell has proposed adding Exercise Stairs to the Interurban Trail Sidewalk/Parking Lot project. The BOARD supports this design.	Will require funding. The grant does not cover the design or construction of Exercise Stairs.
Skate Park Monument Replacement	The Skate Park Monument has been badly vandalized and is in need of repair or replacement. STAFF recommends replacement. BOARD wants something simple that would be more difficult to vandalize.	Will require funding.
Make SK8 MILTON an Annual Event	In 2017 the Parks Board organized a SK8 MILTON event, which utilized the Milton Skate Park and East Pierce Fire to put on a skating and safety clinic. It was very successful. BOARD wishes for this to be an annual event.	SK8 MILTON 2018 is scheduled for April 17 this year.
Ivy and Invasive Species Removal on Interurban Trail	Invasive species, especially English Ivy, are taking over some areas and trees along the Interurban Trail.	Parks Appreciation Day is being planned for this Spring. Citizen volunteers, BOARD members, and STAFF will spend time pulling and removing invasive species. Needs to be ongoing.
Improve Park Equipment and Park Parking Areas. Install New Bench(es)	Parks and equipment require maintenance. There is also a specific request to put a new bench along the Interurban Trail.	Money has been reserved in the budget under Equipment Repair and Maintenance. STAFF is currently reviving the inspection program and acquiring the proper forms for reporting on the status of equipment. Inspections will commence soon.
Milton Community Park Parking	BOARD has long desired increased parking for Milton Community Park.	To date no work has been performed on this project.