



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

**June 17, 2019**  
**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**
- 5. Consent Agenda**

*The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.*

**A. Minutes Approval:**

- i. June 3, 2019
- ii. June 6, 2019
- iii. June 10, 2019

**B. Claims Approval:**

- i. Approval of checks/vouchers/disbursements numbered 65378 to 65453 in the amount of \$424,806.15.
- ii. Approval of the payroll disbursement of June 5, 2019 in the amount of \$ 234,756.43.

**6. Regular Agenda**

**A. DKS Consultant Services Agreement**

**B. Electric Substation Loan Ordinance 1970-19 1<sup>st</sup> & 2<sup>nd</sup> read**

**C. Pedestrian Interactions with Occupants of Vehicles and Aggressive Begging Ordinance 1969-19 1<sup>st</sup> & 2<sup>nd</sup> read**

**D. Parking Ordinance 1968-19 2<sup>nd</sup> read**

**7. Council Reports**

**8. Directors Reports**

**9. Mayor's Report**

**10. Adjournment**



**Regular Meeting**  
**Monday, June 3, 2019**  
**7:00 p.m.**

**CALL TO ORDER**

Mayor Styron Sherrell called the meeting to order at 7:00 p.m. and Councilmember Morton led the flag salute.

**ROLL CALL**

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

Absent: None

**STAFF PRESENT**

Police Chief Hernandez, Finance Director Dunford, City Engineer Carter, Utilities Supervisor Baker and City Clerk Trisha Summers.

**ADDITIONS/DELETIONS**

None

**CITIZEN PARTICIPATION**

<b>Speaker</b>	<b>Comments</b>
Robert MacDonald	The Veterans would be able to take over the Community Center building with grants and donations of supplies. Would like to see Veterans group considered over the NA group that meets there now.
Jack Chandler	Remember Normandy with a moment of silence!

**PRESENTATION**

**DM Disposal**

April Balsley introduced members of the Events Committee and Josh Metcalf from DM Disposal. Josh presented the city with a donation of \$3,000.00 for Milton Days sponsorship.

Mayor Sherrell and Council thanked Mr. Metcalf for the continued sponsorship of Milton Days.

## **CONSENT AGENDA**

### **A. Check Approval Process**

- a. Minutes Approval:
  - i. May 20, 2019 Regular Meeting Minutes
- b. Claims Approval:
  - i. Approval of the checks/vouchers/disbursements numbered 65315 to 65377 in the amount of \$150,588.67.
  - ii. Approval of the payroll disbursement of May 20, 2019 in the amount of \$192,556.64.

**MOTION** (Whalen/Morton) to approve the Consent Agenda. **Passed 7/0.**

## **REGULAR AGENDA**

### **A. Well #10R Final**

Explanation of this item was given by Utilities Supervisor Glen Baker. Mr. Baker explained that Well 10, Phase 1, is complete and subject to proper releases from the State of Washington.

Councilmembers asked questions regarding timeline of total completion, explanation of retainage and depth of Well 10. Council is glad the projects is so close to being complete.

**MOTION** (Morton/Tompkins) “to accept the Well #10R project, Phase 1 (Drilling and Testing) as complete and release the retainage to the Contractor (Holt Services, Inc.) subject to proper releases from the State of Washington.” **Passed 7/0**

### **B. Alder Street Water Main Project – Award of Construction**

Utility Supervisor Glen Baker present on this item. The main on Alder Street is being connected to the main on 27<sup>th</sup> Avenue. These improvements are needed to improve water service in the area and have needed to be done for some time.

Glen announced his retirement from the city after 30+ years effective 7/1/19.

Councilmembers are thankful this is being done.

**MOTION** (Whalen/Morton) “to authorize the Mayor to sign the construction contract with R.W. Scott Construction Co. for the Alder Street Water Main project in the amount of \$252,286.44 and all necessary documents to execute such agreement.” **Passed 7/0.**

### **C. LGIP Resolution 19-1920**

Finance Director Dunford gave an overview of the LGIP process and explained that with the change of no longer having a City Administrator, her recommendation is that the City Clerk serve as back up in the Finance Director absence to deposit and withdraw money for the City as needed.

Councilmembers were glad to see this housekeeping item cleared up and asked about current interest rate.

**MOTION** (Whitaker/Whalen) “to approve Resolution 19-1920 authorizing the Finance Director and City Clerk, on behalf of the City, to deposit and withdraw monies to and/or from the LGIP in the manner prescribed by law, rule, and applicable policies and procedures for LGIP.” **Passed 7/0.**

### **D. TRT Agreement**

Police Chief Hernandez explained this item. The agreement replaces a section of the 2017 Multi-jurisdictional Task Force ILA that included SWAT which has been discontinued. The Tactical Response Agreement (TRT) is now a stand-alone document.

Councilmembers asked questions regarding budget, shared litigation costs and participating cities. Council was glad to see this agreement in place for services the city would otherwise not be able to afford.

**MOTION** (Johnson/Ott) “to approve and authorize the Mayor to execute the attached contract with the Pierce County cities noted within to provide mutual aid and support for multi-jurisdictional Tactical Response Team as detailed within.” **Passed 7/0**

### **E. Parking Ordinance 1968-19 First Read**

Police Chief Hernandez explained this item to council. Planning Commission completed the draft Parking Ordinance in late 2018 to send to staff to fine tune. Chief Hernandez added comments and then had the City Attorney read and make further comment to come up with the final draft before council.

Councilmembers thanked the Chief and Planning Commission for their work on this item. Council appreciates all the effort put forth by all parties who contributed to the Ordinance.

### **COUNCIL REPORTS**

Councilmember Whitaker

- Bingo was a fun event and it’s amazing that \$1500.00 was raised!
- Japanese Knot wood is in season-watch for it and eliminate it.

Councilmember Morton

- Thanked Glen Baker for many years of service and let him know he would be missed.
- Thanked DM Disposal for their continued support.

#### Councilmember Ott

- Thanks to DM Disposal for your support.
- Thanks to Glen Baker for your service.
- Memorial Day ceremony had a great turnout.
- Milton is becoming a hot market for home sales and credit for that goes to the Mayor, Council and volunteers for helping make it a wonderful place to live.
- Fourth of July is coming up-please beware and ask Police to watch for illegal fireworks.

#### Councilmember Tompkins

- Thanked Glen Baker and wished him a Happy Retirement.
- Bingo was amazing.
- Memorial Day ceremony was great and thanked Rob MacDonald for BBQ.

#### Councilmember Whalen

- There is an app for garbage service that is now available. This app is very handy.
- The Milton Days donation from DM Disposal is extraordinary.
- Bingo was fabulous, together we can do great things!
- There is lots of knowledge in Glen Baker and I applaud him for his work, patience and help.

#### Councilmember Johnson

- Have been a DM Disposal supporter for a long time, they do great work!
- Glen Baker, you will be missed.
- Memorial Day ceremony was emotional but very good.

#### Mayor Pro Tem Hutson

- Bingo was impressive!
- VFW Memorial Day ceremony was nice, thanks Rob for after hours function.
- Glen Baker, thank you and we will miss your knowledge.
- Recently participated in an event through Humana with "Mad Dog" where we got to pin close to 1000 Vietnam Veterans.

### **DIRECTOR'S REPORTS**

#### Police Chief Hernandez

- Glen, we will miss you.
- Police Department is fully staffed now, with two new officers. Bill Arnhold and Frank Worley are the new officers/
- Successful conviction in murder case. Nothing could be found in investigation where anything was not done correctly.
- Assisted Fife in DUI driver case
- Negotiations for IBEW and the Police Guild will be starting soon.

Finance Director Dunford

- Budget retreat is Thursday, June 6<sup>th</sup>. Please bring a copy of the 2019 budget with you. If you need a copy let me or City Clerk know.

City Engineer Carter

- Knot wood grants have been applied for and we are always looking to get more.

**MAYOR'S REPORT**

- There is no "bidding" for leaseholders for the Community Center, just to clear the record. NA wants a home for their group, not to become a leaseholder.
- Bingo night was a huge success thanks to the Events Committee and Old Coots on Scoots.
- Watch your speed around the city with nice weather and more children out.
- Will work on reminding citizens about Fourth of July rules and regulations.
- Thank you, VFW, for the Memorial Service.
- Applications for Milton Days vendors and parade being taken now.
- Fife High School football team is having a carwash on June 22<sup>nd</sup>.

**ADJOURNMENT**

The meeting was adjourned at 8:28 p.m.

\_\_\_\_\_  
Shanna Styron Sherrell, Mayor

ATTEST: \_\_\_\_\_  
City Clerk

This Page Left Intentionally Blank



**Council Retreat**  
**Thursday, June 6, 2019**  
**10:00 a.m.**

**CALL TO ORDER**

City Clerk Trisha Summers called the meeting to order at 10:02 a.m.

**ROLL CALL**

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

Absent: Councilmember Ott

**STAFF PRESENT**

Finance Director Dunford and Police Chief Hernandez

**RETREAT AGENDA**

**A. Funding Sources**

Council discussed capital funding sources.

**B. Council Priorities**

Evaluation of parks-how many do we have, what amenities are there, what are people using for

- How much would it cost to irrigate at least some parks (specifically Hill Tower and all of ballfields)
- What would it cost to turn Olympic Park into a dog park & maintain
- What funds are available to improve skate park
- Need analysis of capital funds available for parks and possible projects w/cost estimates (include GMA considerations in analysis)

Welcome to Milton signage-options, prices

Building/planning/economic development-analysis of current service level and options

**ADJOURNMENT**

The meeting was adjourned at 11:58 a.m.

\_\_\_\_\_  
Shanna Styron Sherrell, Mayor

ATTEST: \_\_\_\_\_  
City Clerk

DRAFT



**Regular Meeting**  
**Monday, June 10, 2019**  
**7:00 p.m.**

**CALL TO ORDER**

Mayor Styron Sherrell called the meeting to order at 7:00 p.m. and led the flag salute.

**ROLL CALL**

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

Absent: Councilmembers Morton and Tompkins

**STAFF PRESENT**

Police Chief Hernandez, Finance Director Dunford, City Attorney W. Scott Snyder and City Clerk Trisha Summers.

**PRESENTATION**

**Future Business Leaders of America (FBLA – Fife High School)**

The FBLA advisor spoke to council about the upcoming trip the group is taking to Nationals and what the work involves that they do to prepare for that. The group gave a presentation on Givingtuesday.org.

Council thanked them for their presentation and wished them well on their coming competition.

**REGULAR AGENDA**

**A. Electric Substation Loan Ordinance 1970-19**

Explanation of this item was given by Bond Attorney, Cynthia Weed. Ms. Weed explained the funding, terms of loan and interest rate structure to council.

Councilmembers asked clarifying questions about interest rates at the ten- year mark and about any potential additional costs of the loan.

**B. Pedestrian Interactions with Occupants of Vehicles and Aggressive Begging Ordinance 1969-19**

Chief Hernandez gave an overview of this item explaining that aggressive begging in certain places has become disruptive. Aggressive begging that enters a roadway or blocks vehicular traffic creates a public safety hazard for the public or emergency responders. The City of Milton recognizes the right of persons to solicit and beg in a peaceful and non-threatening manner.

Councilmembers expressed that this is needed, as this behavior is happening more frequently.

**C. Milton Municipal Code Clean-up**

City Attorney W. Scott Snyder presented this item. Mr. Snyder explained the importance of preventative maintenance that should be done to a city code and that it hasn't been being done on the Milton municipal code. Rather than recodify the code, Mr. Snyder is suggesting to council that Ogden Murphy Wallace go through it and remove inconsistencies between the city as it is structured and City ordinances. The cost difference to have OMW perform this work is a large cost savings to the city.

Executive Sessions started at 8:29 p.m.

**5. Executive Session #1**

Mayor Styron Sherrell announced that the council was retiring for an executive session for the discussion of legal risks related to a proposed action pursuant to RCW 42.30.110(1)(i)(iii) for approximately 10 minutes.

**6. Executive Session #2**

Mayor Styron Sherrell announced that after executive session #1 concluded, that council would go into session #2 for the planning or adoption strategy or position to be taken by the City Council during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposal made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140(4) for approximately 15 minutes.

**ADJOURNMENT**

The meeting was adjourned at 8:54 p.m.

\_\_\_\_\_  
Shanna Styron Sherrell, Mayor

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF MILTON  
PAYROLL and CLAIMS VOUCHER APPROVAL  
June 17, 2019

Claim Vouchers:

Payroll Disbursements:

Dates	Check #	Amount
5/28/2019	EFT	18,498.56
5/30/2019	65378-65401	86,205.72
5/31/2019	65402	500.00
6/6/2019	EFT/ACH	218,061.13
6/4/2019	65409-65427	49,593.69
6/10/2019	65428-65453	51,947.05

Date	Check #	Amount
6/5/2019	65403-65408, ACH/EFT	234,756.43

Total Accounts Payable:

\$ 424,806.15

Total Payroll:

\$ 234,756.43

Voids - none

Printer Error Checks - none

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

05/28/2019 To: 06/10/2019

Time: 08:36:23 Date: 06/11/2019  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>3458</b>	<b>06/06/2019</b>	<b>Claims</b>	<b>1</b>	<b>EFT</b>	<b>BONNEVILLE POWERADMINISTRATION</b>	<b>203,748.00</b>	<b>Monthly Power</b>
					401 - 533 50 33 000 - BPA-Electricity for Resale	203,748.00	Monthly Power - April 2019
<b>3459</b>	<b>06/06/2019</b>	<b>Claims</b>	<b>1</b>	<b>EFT</b>	<b>CHASE PAYMENTECH</b>	<b>7,074.35</b>	<b>Credit Card Processing</b>
					406 - 531 10 41 000 - Professional Services	2,357.88	Credit Card Processing Fees
					401 - 533 10 41 000 - Professional Services	2,357.88	Credit Card Processing Fees
					403 - 534 10 41 000 - Professional Services	2,358.59	Credit Card Processing Fees
<b>3190</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65378</b>	<b>ANIXTER INC</b>	<b>188.89</b>	<b>Electrical Material</b>
					401 - 533 50 31 000 - Operating Supplies	188.89	Wire Ties
<b>3191</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65379</b>	<b>BUDGET BATTERIES</b>	<b>201.02</b>	<b>PW Material</b>
					501 - 548 30 31 000 - Office & Operating Supplies	201.02	Weed Sprayer, Battery
<b>3192</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65380</b>	<b>CENTURYLINK</b>	<b>458.38</b>	<b>T1 Lines</b>
					107 - 521 20 42 000 - Communication	152.78	T1 Lines
					401 - 533 10 42 000 - Communications	152.82	T1 Lines
					403 - 534 10 42 000 - Communication	152.78	T1 Lines
<b>3193</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65381</b>	<b>ENUMCLAW, CITY OF</b>	<b>390.00</b>	<b>Jail Services</b>
					107 - 523 60 51 000 - Intergov. Jail Services	390.00	Jail Services April 2019
<b>3194</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65382</b>	<b>FAB SHOP (THE)</b>	<b>30,519.60</b>	<b>Fleet Install</b>
					405 - 594 33 64 405 - Asset Replacement	30,519.60	#30 Install Crane To Service Bed For Water Truck
<b>3195</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65383</b>	<b>FERGUSON ENTERPRISES, INC. #1539</b>	<b>2,704.64</b>	<b>Meters</b>
					404 - 594 34 64 123 - Meter Replacement	2,704.64	Meters
<b>3196</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65384</b>	<b>HONEY BUCKET</b>	<b>5,882.40</b>	<b>Decant Facility; Monthly Rental</b>
					001 - 576 80 45 000 - Operating Rentals and Leases	162.40	Monthly Rental- Interurban Trail
					407 - 594 31 63 097 - Decant Facility	5,720.00	Service To PW
<b>3197</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65385</b>	<b>KIMBALL MIDWEST</b>	<b>242.73</b>	<b>Fleet Material</b>
					501 - 548 30 31 000 - Office & Operating Supplies	101.88	Connectors
					501 - 548 30 35 000 - Small Tools & Equipment	140.85	1/4", 3/8" Ratchet Drive
<b>3198</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65386</b>	<b>DEAN &amp; SUSAN LELLI</b>	<b>280.29</b>	<b>001405 - 74 19TH AVE CT</b>
					406 - 343 10 00 000 - Storm Drainage Fees	-122.26	
					401 - 343 30 00 000 - Electric Sales	21.95	
					403 - 343 40 10 000 - Water Sales	-194.98	
					401 - 369 91 00 401 - Misc Revenue	15.00	
<b>3199</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65387</b>	<b>LUMENAL LIGHTING LLC</b>	<b>3,872.58</b>	<b>LED Lighting</b>
					310 - 594 18 61 143 - City Hall Retrofit	3,872.58	City Hall And Firestation Lighting
<b>3200</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65388</b>	<b>DOUGLAS MACFARLANE</b>	<b>316.41</b>	<b>000224 - 1508 TAYLOR ST</b>
					406 - 343 10 00 000 - Storm Drainage Fees	-99.58	
					401 - 343 30 00 000 - Electric Sales	-46.26	
					403 - 343 40 10 000 - Water Sales	-170.57	
<b>3201</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65389</b>	<b>NORTHWEST PUBLIC POWER ASSN. INC</b>	<b>115.00</b>	<b>Job Posting</b>
					401 - 533 10 41 002 - Advertising	115.00	Electric Supervisor Job Advertising
<b>3202</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65390</b>	<b>PCRCO, LLC</b>	<b>175.36</b>	<b>Waste Disposal</b>
					001 - 518 30 47 000 - Public Utility Service	175.36	Waste Disposal
<b>3203</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65391</b>	<b>PIERCE CO BUDGET &amp; FINANCE</b>	<b>559.69</b>	<b>Liquor Tax</b>
					107 - 589 30 00 107 - Liquor Board Tax Remit	559.69	1st Qtr 2019 Profit & Excise Taxes
<b>3204</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65392</b>	<b>JEFFREY POLLOCK</b>	<b>293.53</b>	<b>000765 - 1008 MAINE ST</b>

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

05/28/2019 To: 06/10/2019

Time: 08:36:23 Date: 06/11/2019  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			406 - 343 10 00 000		Storm Drainage Fees	-126.33	
			401 - 343 30 00 000		Electric Sales	-35.66	
			403 - 343 40 10 000		Water Sales	-131.54	
<b>3205</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65393</b>	<b>JACKIE POON</b>	<b>44.98</b>	<b>003869 - 2746 COMET ST</b>
			406 - 343 10 00 000		Storm Drainage Fees	-4.63	
			401 - 343 30 00 000		Electric Sales	-8.61	
			403 - 343 40 10 000		Water Sales	-31.74	
<b>3206</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65394</b>	<b>CITY OF PUYALLUP</b>	<b>28,900.31</b>	<b>Jail Services; Court Services; Jail Services</b>
			001 - 512 50 51 000		Intergov't Services	11,190.31	Court Services Jan-Mar 2019
			107 - 523 60 51 000		Intergov. Jail Services	9,095.00	Jail Services March 2019
			107 - 523 60 51 000		Intergov. Jail Services	8,615.00	Jail Services April 2019
<b>3207</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65395</b>	<b>SUNNYSIDE, CITY OF</b>	<b>1,786.00</b>	<b>Jail Services</b>
			107 - 523 60 51 000		Intergov. Jail Services	1,786.00	Jail Services April 2019
<b>3208</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65396</b>	<b>THE HOME DEPOT PRO INSTITUTIONAL</b>	<b>33.12</b>	<b>Office Supplies</b>
			001 - 518 30 31 000		Operating Supplies	33.12	Bleach, Cloth Towels For MAC
<b>3209</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65397</b>	<b>TACOMA NEWS INC.</b>	<b>1,671.70</b>	<b>Legal Notice; Legal Notice; Legal Notice; Legal Notice; Legal Notice; Legal Notice</b>
			001 - 514 20 41 002		Advertising	69.03	Ordinance 1954-18
			403 - 534 50 41 002		Advertising	58.31	Ordinance 1967-19
			001 - 558 60 41 002		Advertising	712.23	LUA2019-0008, 0009, 0010
			001 - 558 60 41 002		Advertising	520.91	LUA2019-007
			001 - 558 60 41 002		Advertising	236.83	LUA2019-006
			001 - 558 60 41 002		Advertising	74.39	Ordinance 1965-19
<b>3210</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65398</b>	<b>TACOMA SCREW PRODUCTS INC.</b>	<b>1,105.64</b>	<b>City Hall Retrofit; PW Material; PW Material; Electric Material</b>
			401 - 533 50 31 000		Operating Supplies	154.28	Service Fittings, Valves, Clamp, Hitch Pins
			403 - 534 50 35 000		Small Tools and Equipment	210.99	Drill Press Parts
			403 - 534 50 35 000		Small Tools and Equipment	168.15	Air/ Water Hose Reel, Locknut Wrench, 1/4" Ratchet, Pneumatic Hand Truck
			101 - 542 30 35 000		Small Tools and Equipment	168.14	Air/ Water Hose Reel, Locknut Wrench, 1/4" Ratchet, Pneumatic Hand Truck
			501 - 548 30 31 000		Office & Operating Supplies	187.71	Scotch Brite, Power Bit, Service Fittings
			501 - 548 30 35 000		Small Tools & Equipment	23.97	Screwdriver & Power Bit
			501 - 548 30 35 000		Small Tools & Equipment	190.68	Air/ Water Hose Reel, Locknut Wrench, 1/4" Ratchet, Pneumatic Hand Truck
			310 - 594 18 61 143		City Hall Retrofit	1.72	Metal Sealing Screws
<b>3211</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65399</b>	<b>UNIVAR USA INC</b>	<b>6,403.43</b>	<b>Water Material Returned; Chemicals</b>
			403 - 534 51 31 000		Operating Supplies	-1,460.80	Chemicals Returned
			403 - 534 51 31 000		Operating Supplies	7,864.23	Chemicals
<b>3212</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65400</b>	<b>WATER MANAGEMENT LABORATORIES</b>	<b>24.00</b>	<b>Water Testing</b>
			403 - 534 51 41 000		Professional Services	24.00	Water Testing
<b>3213</b>	<b>05/30/2019</b>	<b>Claims</b>	<b>1</b>	<b>65401</b>	<b>GENE &amp; LORRAINE ZIEMKE</b>	<b>36.02</b>	<b>002984 - 88 DOUGLAS ST</b>
			406 - 343 10 00 000		Storm Drainage Fees	-24.60	
			401 - 343 30 00 000		Electric Sales	-11.42	
<b>3230</b>	<b>05/31/2019</b>	<b>Claims</b>	<b>1</b>	<b>65402</b>	<b>PIERCE COUNTY PALS</b>	<b>500.00</b>	<b>Review Fee</b>
			403 - 534 50 41 114		Water Comp Plan Professiona	500.00	Review Fee For Water System Plan Update
<b>3374</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65409</b>	<b>911 SUPPLY</b>	<b>381.90</b>	<b>Police Uniforms</b>

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

05/28/2019 To: 06/10/2019

Time: 08:36:23 Date: 06/11/2019  
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			107 - 521 20 20 002		Uniforms	381.90	Uniforms- Arnhold
<b>3375</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65410</b>	<b>BLUE SKY LANDSCAPE SERVICES INC.</b>	<b>302.23</b>	<b>Backflow Testing</b>
			001 - 518 30 41 000		Professional Services	55.14	Backflow Testing- Commercial
			101 - 542 30 41 000		Professional Services	137.83	Backflow Testing- Commercial
			001 - 576 80 41 000		Professional Services	109.26	Backflow Testing- Commercial
<b>3376</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65411</b>	<b>BRIGHTVIEW LANDSCAPES, LLC</b>	<b>6,118.13</b>	<b>Monthly Grounds Maintenance</b>
			101 - 542 30 41 000		Professional Services	611.81	Grounds Maintenance Parks - June 2019
			001 - 576 80 41 000		Professional Services	5,506.32	Grounds Maintenance Parks - June 2019
<b>3377</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65412</b>	<b>CHUCKALS</b>	<b>261.23</b>	<b>Office Supplies; Office Supplies</b>
			001 - 514 20 31 000		Office and Operating Supplie:	179.32	Copy Paper, Ink, Pens, Post-Its
			406 - 531 10 31 000		Office and Operating Supplie:	20.48	Labels, 9x12 Envelopes
			101 - 542 30 31 000		Office and Operating Supplie:	20.48	Labels, 9x12 Envelopes
			001 - 558 50 31 000		Office and Operating Supplie:	20.48	Labels, 9x12 Envelopes
			001 - 558 60 31 000		Operating Supplies	20.47	Labels, 9x12 Envelopes
<b>3378</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65413</b>	<b>COMMERCIAL ENTRY SYSTEMS, INC.</b>	<b>6,044.50</b>	<b>MAC Door Replacement</b>
			310 - 594 18 61 143		City Hall Retrofit	6,044.50	2 Emergency Exit Doors (MAC Red Room)
<b>3379</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65414</b>	<b>CORE &amp; MAIN</b>	<b>233.65</b>	<b>Water Material</b>
			403 - 534 50 31 000		Office and Operating Supplie:	233.65	Water Pipe Fitting
<b>3380</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65415</b>	<b>DATA BAR INCORPORATED</b>	<b>3,636.02</b>	<b>Print &amp; Mail; Print &amp; Mail</b>
			406 - 531 10 49 003		Misc/Outside Printing	631.02	Utility Billing Print & Mail
			406 - 531 10 49 003		Misc/Outside Printing	96.18	Past Due Statements Print & Mail
			401 - 533 10 49 003		Misc/Outside Printing	1,262.05	Utility Billing Print & Mail
			401 - 533 10 49 003		Misc/Outside Printing	192.36	Past Due Statements Print & Mail
			403 - 534 10 49 003		Misc/Outside Printing	1,262.05	Utility Billing Print & Mail
			403 - 534 10 49 003		Misc/Outside Printing	192.36	Past Due Statements Print & Mail
<b>3381</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65416</b>	<b>EAST PIERCE FIRE &amp; RESCUE DISTRICT #22</b>	<b>194.02</b>	<b>City Utilities</b>
			001 - 518 30 47 000		Public Utility Service	9.70	Electric, Water & Sewer
			107 - 521 20 47 000		Utilities	38.80	Electric, Water & Sewer
			406 - 531 30 47 000		Public Utility Services	38.80	Electric, Water & Sewer
			401 - 533 50 47 000		Public Utility Services	38.80	Electric, Water & Sewer
			403 - 534 50 47 000		Public Utility Services	38.80	Electric, Water & Sewer
			001 - 558 50 47 000		Public Utility Services	9.70	Electric, Water & Sewer
			001 - 558 60 47 000		Public Utilities	9.70	Electric, Water & Sewer
			001 - 576 80 47 000		Public Utility Service	9.72	Electric, Water & Sewer
<b>3382</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65417</b>	<b>GRAY &amp; OSBORNE INC</b>	<b>9,242.88</b>	<b>Engineering Services</b>
			404 - 594 34 63 137		Alder Street/26th Ave Waterm	9,242.88	Engineering Services
<b>3383</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65418</b>	<b>DONALD HILLSTROM</b>	<b>44.05</b>	<b>000505 - 2311 MILTON WAY # F</b>
			401 - 343 30 00 000		Electric Sales	-9.98	
			403 - 343 40 10 000		Water Sales	-34.07	
<b>3384</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65419</b>	<b>THE HOME DEPOT PRO INSTITUTIONAL</b>	<b>174.91</b>	<b>Office Supplies</b>
			001 - 518 30 31 000		Operating Supplies	87.46	Wipes, Kitchen Towels, Can Liners, Hand Cleaner
			406 - 531 30 31 000		Operating Supplies	87.45	Wipes, Kitchen Towels, Can Liners, Hand Cleaner
<b>3385</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65420</b>	<b>HONEY BUCKET</b>	<b>162.40</b>	<b>Monthly Rental</b>
			001 - 576 80 45 000		Operating Rentals and Leases	162.40	Monthly Rental- Interurban Trail

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

05/28/2019 To: 06/10/2019

Time: 08:36:23 Date: 06/11/2019  
Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>3386</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65421</b>	<b>KORUM AUTOMOTIVE GROUP</b>	<b>1,690.02</b>	<b>Police Vehicle Repair</b>
					107 - 521 20 48 001 - Vehicle Repairs and Maintena	1,690.02	#514 Wheel Alignment, Exhaust Pipe, New Muffler, Side Marker, Tie Rod & Alignment
<b>3387</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65422</b>	<b>CITY OF MILTON</b>	<b>10,744.46</b>	<b>Utility Bill</b>
					001 - 518 30 47 000 - Public Utility Service	207.37	City Utility Bill
					107 - 521 20 47 000 - Utilities	427.67	City Utility Bill
					406 - 531 30 47 000 - Public Utility Services	151.96	City Utility Bill
					401 - 533 50 47 000 - Public Utility Services	875.32	City Utility Bill
					403 - 534 51 47 001 - Public Utility Services	5,858.31	City Utility Bill
					101 - 542 30 47 000 - Utilities	1,429.38	City Utility Bill
					001 - 558 50 47 000 - Public Utility Services	52.76	City Utility Bill
					001 - 558 60 47 000 - Public Utilities	37.99	City Utility Bill
					001 - 575 50 47 000 - Public Utilities Services - CB	89.30	City Utility Bill
					001 - 575 50 47 002 - Public Utilities Services - AC	503.83	City Utility Bill
					001 - 576 80 47 000 - Public Utility Service	1,110.57	City Utility Bill
<b>3388</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65423</b>	<b>MT. VIEW EDGEWOOD WATER CO.</b>	<b>453.13</b>	<b>Water Intertie</b>
					403 - 534 51 47 001 - Public Utility Services	453.13	Intertie Ready To Serve Fees
<b>3389</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65424</b>	<b>ROMAD, LLC</b>	<b>24.00</b>	<b>003268 - 2104 86TH AVE CT E</b>
					403 - 343 40 10 000 - Water Sales	-24.00	
<b>3390</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65425</b>	<b>SYSTEMS FOR PUBLIC SAFETY, INC.</b>	<b>9,111.16</b>	<b>Police Vehicle Repair</b>
					107 - 521 20 48 001 - Vehicle Repairs and Maintena	9,111.16	#668 2013 Dodge Charger- Reapir Of Damage Due To Impact
<b>3391</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65426</b>	<b>WILLIAM D. TUFTS</b>	<b>525.00</b>	<b>Police Services</b>
					107 - 521 20 41 000 - Professional Services	525.00	Polygraph- Arnhold, D'Angelo, Worley
<b>3392</b>	<b>06/04/2019</b>	<b>Claims</b>	<b>1</b>	<b>65427</b>	<b>D. LAVON WAKEFIELD</b>	<b>250.00</b>	<b>Rental Deposit Refund</b>
					001 - 589 10 00 000 - Refund Facility Deposit	250.00	Rental Deposit Refund- CB 05/24/19
<b>3479</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65428</b>	<b>AHBL, INC</b>	<b>11,735.22</b>	<b>Planning Services</b>
					001 - 558 60 41 000 - Professional Services	11,735.22	On Site Planning Services- April 2019
<b>3480</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65429</b>	<b>BKI - BROWN &amp; KYSAR, INC</b>	<b>288.00</b>	<b>Consulting Services</b>
					401 - 533 50 41 000 - Professional Services	288.00	Consulting Services- Meridian At Stone Creek
<b>3481</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65430</b>	<b>BUENAVISTA SERVICES, INC.</b>	<b>825.00</b>	<b>Janitorial Services</b>
					001 - 518 30 41 000 - Professional Services	425.50	Janitorial Services- May 2019
					107 - 521 20 41 000 - Professional Services	185.00	Janitorial Services- May 2019
					401 - 533 10 41 000 - Professional Services	214.50	Janitorial Services- May 2019
<b>3482</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65431</b>	<b>DKS ASSOCIATES</b>	<b>4,165.00</b>	<b>Engineering Services</b>
					401 - 533 10 41 000 - Professional Services	4,165.00	Electrical Conservation Program
<b>3483</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65432</b>	<b>EXERCISE SCIENCE CENTER INC.</b>	<b>225.00</b>	<b>Assessment</b>
					001 - 518 30 20 000 - Personnel Benefits	50.40	Physical Assessment- Brown, Arzola, Lewis, Fonda
					406 - 531 10 20 000 - Personnel Benefits	90.00	Physical Assessment- Brown, Arzola, Lewis, Fonda
					401 - 533 10 20 000 - Personnel Benefits	1.80	Physical Assessment- Brown, Arzola, Lewis, Fonda
					401 - 533 10 20 000 - Personnel Benefits	45.00	Physical Assessment- Mayer

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

05/28/2019 To: 06/10/2019

Time: 08:36:23 Date: 06/11/2019  
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			403 - 534 10 20 000		Personnel Benefits	2.70	Physical Assessment- Brown, Arzola, Lewis, Fonda
			101 - 542 30 20 000		Personnel Benefits	3.60	Physical Assessment- Brown, Arzola, Lewis, Fonda
			116 - 573 91 10 002		Milton Days - Overtime	1.80	Physical Assessment- Brown, Arzola, Lewis, Fonda
			001 - 576 80 20 000		Personnel Benefits	29.70	Physical Assessment- Brown, Arzola, Lewis, Fonda
<b>3484</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65433</b>	<b>GALLS, LLC-DBA BLUMENTHAL UNIFORMS</b>	<b>321.02</b>	<b>Police Uniforms; Uniforms; Uniforms; Uniforms</b>
			107 - 521 20 20 002		Uniforms	13.18	Solid Cap Cover- Arnhold
			107 - 521 20 20 002		Uniforms	82.41	Tactical Pant- Arnhold
			107 - 521 20 20 002		Uniforms	79.89	Shirt, Milton Shield- Arnhold
			107 - 521 20 20 002		Uniforms	145.54	Shirt, Milton Shield- Arnhold
<b>3485</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65434</b>	<b>J&amp;K ASSOCIATES</b>	<b>8,345.81</b>	<b>Fleet Purchase</b>
			101 - 594 30 64 000		Capital Expenditures/Expense	8,345.81	De-Icer Storage Tank
<b>3486</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65435</b>	<b>MILO'S LOCKSMITH CO. INC.</b>	<b>238.21</b>	<b>Rekey Of MAC Doors</b>
			310 - 594 18 61 143		City Hall Retrofit	238.21	Rekey Of MAC Doors
<b>3487</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65436</b>	<b>PETTY CASH MILTON, CITY OF</b>	<b>100.50</b>	<b>Petty Cash Reimbursement</b>
			501 - 548 30 41 000		Professional Services	47.75	#30 2019 Ford F550 License/Tabs
			501 - 548 30 41 000		Professional Services	52.75	#24 2019 Chevy Silverado License/ Tabs
<b>3488</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65437</b>	<b>NATIONAL SAFETY, INC.</b>	<b>40.71</b>	<b>Water Material</b>
			403 - 534 51 31 000		Operating Supplies	40.71	Haz Warning Signs
<b>3489</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65438</b>	<b>NAVIA BENEFIT SOLUTIONS</b>	<b>863.91</b>	<b>FSA Monthly Admin Fee; FSA Claims</b>
			001 - 517 30 49 000		FSA Plan Fees	50.00	FSA Adminsitrative Fee
			631 - 589 90 00 002		Discovery Benefits	813.91	FSA Claims- May 2019
<b>3490</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65439</b>	<b>OLENA PAVLYUK</b>	<b>250.00</b>	<b>Rental Deposit Refund</b>
			001 - 589 10 00 000		Refund Facility Deposit	250.00	Rental Deposit Refund- CB 5/18/19
<b>3491</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65440</b>	<b>PIERCE CO BUDGET &amp; FINANCE</b>	<b>235.15</b>	<b>Crime Victims</b>
			001 - 586 12 00 000		Crime Victims Comp Fund	235.15	Crime Victims
<b>3492</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65441</b>	<b>ALMA RUIZ</b>	<b>250.00</b>	<b>Rental Deposit Refund</b>
			001 - 589 10 00 000		Refund Facility Deposit	250.00	Rental Deposit Refund- CB 05/25/19
<b>3493</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65442</b>	<b>SCORE</b>	<b>1,800.00</b>	<b>Jail Services</b>
			107 - 523 60 51 000		Intergov. Jail Services	1,800.00	Jail Services- April 2019
<b>3494</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65443</b>	<b>NANCY SHATTUCK</b>	<b>360.00</b>	<b>Court Services</b>
			001 - 512 50 41 000		Professional Services	360.00	DV Victim Advocacy
<b>3495</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65444</b>	<b>SHRED-IT USA LLC</b>	<b>78.62</b>	<b>Shredding Services</b>
			001 - 514 20 41 000		Professional Services	25.94	Shredding Services Finance
			107 - 521 20 41 000		Professional Services	52.68	Shredding Services Police
<b>3496</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65445</b>	<b>SITECRAFTING, INC.</b>	<b>75.00</b>	<b>Monthly Domain Hosting</b>
			503 - 518 80 41 001		Professional Services - IT	75.00	Monthly Domain Hosting & Maintenance
<b>3497</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65446</b>	<b>SONSRAY MACHINERY LLC</b>	<b>321.79</b>	<b>PW Material; PW Supply; Storm Material</b>
			406 - 531 30 31 000		Operating Supplies	37.85	#33 Backhoe Snap Ring Tool
			406 - 531 30 31 000		Operating Supplies	202.13	#54 & #58 Ignition Key

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

05/28/2019 To: 06/10/2019

Time: 08:36:23 Date: 06/11/2019  
Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			406 - 531 30 35 000		Small Tools and Equipment	51.89	#33 Backhoe Snap Rings
			101 - 542 30 35 000		Small Tools and Equipment	5.05	#33 Backhoe Snap Ring Tool
			101 - 542 30 35 000		Small Tools and Equipment	6.92	#33 Backhoe Snap Rings
			001 - 576 80 35 000		Small Tools and Equipment	7.57	#33 Backhoe Snap Ring Tool
			001 - 576 80 35 000		Small Tools and Equipment	10.38	#33 Backhoe Snap Rings
<b>3498</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65447</b>	<b>SUMNER, CITY OF</b>	<b>2,205.42</b>	<b>Animal Control</b>
			107 - 554 30 51 107		Animal Control	2,205.42	Animal Control- May 2019
<b>3499</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65448</b>	<b>TACOMA NEWS INC.</b>	<b>519.20</b>	<b>Legal Notice; Legal Notice</b>
			001 - 558 60 41 002		Advertising	306.51	LUA2019-005
			001 - 558 60 41 002		Advertising	212.69	Ordinance 1965-19 Hill Creek Annexation
<b>3500</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65449</b>	<b>TIMCO INC.</b>	<b>22.77</b>	<b>Water Material</b>
			403 - 534 51 31 000		Operating Supplies	22.77	Pressure Washer Tips
<b>3501</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65450</b>	<b>UNIFIRST CORPORATION</b>	<b>877.92</b>	<b>Uniforms; Uniforms; Uniforms; Uniforms</b>
			001 - 518 30 20 002		Uniforms	15.24	Uniforms
			001 - 518 30 20 002		Uniforms	15.24	Uniforms
			406 - 531 30 20 002		Uniforms	46.31	Uniforms
			406 - 531 30 20 002		Uniforms	46.31	Uniforms
			401 - 533 50 20 002		Uniforms	103.93	Uniforms
			401 - 533 50 20 002		Uniforms	54.18	Uniforms
			401 - 533 50 20 002		Uniforms	103.93	Uniforms
			401 - 533 50 20 002		Uniforms	54.18	Uniforms
			403 - 534 50 20 002		Uniforms	168.24	Uniforms
			403 - 534 50 20 002		Uniforms	168.24	Uniforms
			101 - 542 30 20 002		Uniforms	13.27	Uniforms
			101 - 542 30 20 002		Uniforms	13.27	Uniforms
			501 - 548 30 20 002		Uniforms	28.19	Uniforms
			501 - 548 30 20 002		Uniforms	28.19	Uniforms
			001 - 576 80 20 002		Uniforms	9.60	Uniforms
			001 - 576 80 20 002		Uniforms	9.60	Uniforms
<b>3502</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65451</b>	<b>WA STATE TREASURER</b>	<b>17,538.42</b>	<b>Court Remittance &amp; Bldg Code</b>
			001 - 586 83 00 000		Trama/Auto Theft/Brain Injur	1,478.29	Court Remittance
			001 - 586 88 00 000		State General Fund 54 (PSEA	114.20	Court Remittance
			001 - 586 89 00 000		Death Investigation Account	254.65	Court Remittance
			001 - 586 91 00 000		State General Fund 40 (PSEA	7,830.60	Court Remittance
			001 - 586 92 00 000		State General Fund 50 (PSEA	4,055.49	Court Remittance
			001 - 586 97 00 000		JIS	3,254.08	Court Remittance
			001 - 586 99 00 000		School Zone Safety	479.11	Court Remittance
			001 - 589 30 01 000		Building Code Fee	72.00	Building Code Fees
<b>3503</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65452</b>	<b>WATER MANAGEMENT LABORATORIES</b>	<b>186.00</b>	<b>Water Testing</b>
			403 - 534 51 41 000		Professional Services	186.00	Water Testing
<b>3504</b>	<b>06/10/2019</b>	<b>Claims</b>	<b>1</b>	<b>65453</b>	<b>WILBUR-ELLIS COMPANY LLC</b>	<b>78.38</b>	<b>Chemicals</b>
			401 - 533 50 31 000		Operating Supplies	78.38	Weed/ Grass Chemicals
<b>3182</b>	<b>05/28/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>US BANK PROCUREMENT CARD</b>	<b>18,498.56</b>	<b>Statement</b>
			001 - 511 60 31 000		Operating Supplies	21.98	
			001 - 513 10 31 000		Office and Operating Supplie:	5.99	Screen Protector Shipping
			001 - 513 10 41 000		Other Services and Charges	10.00	Food Handler Worker Permit - Shaviri
			001 - 513 10 42 000		Communication	203.16	
			001 - 513 10 43 000		Travel	17.04	LRI Conference Meal - Summers
			001 - 513 10 49 001		Misc/Dues & Memberships	14.28	Amazon Prime
			001 - 514 20 42 000		Communication	96.55	
			001 - 518 30 31 000		Operating Supplies	407.35	City Hall Sod

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

05/28/2019 To: 06/10/2019

Time: 08:36:23 Date: 06/11/2019  
Page: 7

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 518 30 31 000		- Operating Supplies	180.80	
		001 - 518 30 42 000		- Communication	25.28	
		001 - 518 80 42 000		- Communications - Citywide	37.78	
		107 - 521 20 20 002		- Uniforms	2,903.79	Uniforms Multiple Invoices
		107 - 521 20 20 002		- Uniforms	1,036.20	Body Armor
		107 - 521 20 20 002		- Uniforms	455.45	
		107 - 521 20 31 000		- Office and Operating Supplie:	673.48	
		107 - 521 20 32 000		- Fuel	565.22	
		107 - 521 20 35 001		- Firearms	574.76	
		107 - 521 20 35 003		- Equip - Bicycles	76.50	
		107 - 521 20 41 000		- Professional Services	1,125.00	ACAD Scene Drawing
		107 - 521 20 41 000		- Professional Services	362.78	
		107 - 521 20 42 000		- Communication	1,098.70	Verizon, Internet & Postage
		107 - 521 20 43 000		- Travel	248.57	
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	57.75	
		107 - 521 20 49 001		- Misc/Dues & Memberships	197.69	
		107 - 521 40 49 002		- Misc/Trng, Registrations	350.00	
		406 - 531 10 32 000		- Fuel	72.36	
		406 - 531 10 42 000		- Communication	62.39	
		406 - 531 10 43 000		- Travel	62.91	
		406 - 531 30 31 000		- Operating Supplies	51.34	
		406 - 531 30 32 000		- Fuel	202.57	
		406 - 531 30 35 000		- Small Tools and Equipment	149.40	
		406 - 531 30 42 000		- Communication	252.31	
		406 - 531 30 43 000		- Travel	119.68	
		406 - 531 30 49 002		- Misc/Trng, Registrations	50.00	
		401 - 533 10 41 002		- Advertising	200.00	
		401 - 533 10 42 000		- Communications	191.57	
		401 - 533 50 20 002		- Uniforms	159.23	
		401 - 533 50 31 000		- Operating Supplies	452.49	
		401 - 533 50 31 000		- Operating Supplies	169.59	
		401 - 533 50 35 000		- Small Tools and Equipment	21.98	
		401 - 533 50 42 000		- Communication	388.37	
		401 - 533 50 43 000		- Travel	119.59	
		401 - 533 50 49 000		- Misc/Other Exp	85.80	
		403 - 534 10 41 000		- Professional Services	12.00	
		403 - 534 10 42 000		- Communication	210.56	
		403 - 534 50 20 002		- Uniforms	169.19	
		403 - 534 50 31 000		- Office and Operating Supplie:	257.07	
		403 - 534 50 32 000		- Fuel	93.21	
		403 - 534 50 35 000		- Small Tools and Equipment	70.70	
		403 - 534 50 42 000		- Communication	438.40	
		403 - 534 50 43 000		- Travel	132.67	
		403 - 534 50 49 000		- Misc/Other Exp	22.44	
		403 - 534 50 49 000		- Misc/Other Exp	748.00	City Of Edgewood -Permit
		403 - 534 50 49 002		- Misc/Trng, Registrations	304.00	
		403 - 534 51 31 000		- Operating Supplies	127.89	
		403 - 534 51 41 000		- Professional Services	171.15	
		101 - 542 30 20 002		- Uniforms	27.54	
		101 - 542 30 31 000		- Office and Operating Supplie:	34.63	
		101 - 542 30 32 000		- Operating Supplies/Fuel	73.82	
		101 - 542 30 35 000		- Small Tools and Equipment	21.98	
		101 - 542 30 42 000		- Communication	69.53	
		101 - 542 30 43 000		- Travel	13.82	
		101 - 542 30 43 000		- Travel	105.86	
		101 - 542 30 49 002		- Misc Training/Registrations	96.00	
		501 - 548 30 31 000		- Office & Operating Supplies	56.80	
		501 - 548 30 32 000		- Fuel	68.21	
		501 - 548 30 35 000		- Small Tools & Equipment	173.62	
		501 - 548 30 42 000		- Communications	75.58	
		001 - 558 50 31 000		- Office and Operating Supplie:	64.04	
		001 - 558 50 32 000		- Fuel	6.19	
		001 - 558 50 42 000		- Communications	54.20	

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

05/28/2019 To: 06/10/2019

Time: 08:36:23 Date: 06/11/2019  
Page: 8

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 558 50 43 000		Travel	278.60	
		001 - 558 60 31 000		Operating Supplies	12.75	
		001 - 558 60 42 000		Communication	18.06	
		001 - 558 60 49 000		Miscellaneous	34.60	
		001 - 575 50 31 000		Supplies -	133.22	Wed Community Lunch
		001 - 575 50 31 000		Supplies -	5.50	
		001 - 575 50 41 000		Professional Services	359.00	Sk8 Event Instructors
		001 - 576 80 31 000		Operating Supplies	21.97	
		001 - 576 80 35 000		Small Tools and Equipment	21.97	
		001 - 576 80 42 000		Communication	25.28	
		001 - 589 90 00 000		Misc Non-Expenditure	5.00	Overage On Per Diem - Reimbursed
		310 - 594 18 61 143		City Hall Retrofit	71.50	Sign Mounting Material
		310 - 594 18 61 143		City Hall Retrofit	164.50	Pavers & Hold Down Spikes
		310 - 594 18 61 143		City Hall Retrofit	65.33	Top Soil
		402 - 594 33 63 095		Curtaiment Project	24.50	Verizon
<b>3460</b>	<b>06/06/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT OGDEN MURPHY WALLACE</b>	<b>5,570.00</b>	<b>Legal Services</b>
		001 - 515 31 41 001		Professional Services-IT	5,240.00	Routine Services - April 2019
		001 - 515 31 41 002		Labor Attorney	330.00	Police Negotiation
<b>3461</b>	<b>06/06/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT PITNEY BOWES INC.</b>	<b>388.02</b>	<b>Quarterly Postage Lease</b>
		001 - 513 10 42 000		Communication	15.52	Postage Machine Lease
		001 - 514 20 42 000		Communication	30.54	Postage Machine Lease
		107 - 521 20 42 000		Communication	59.72	Postage Machine Lease
		406 - 531 10 42 000		Communication	18.31	Postage Machine Lease
		406 - 531 10 42 000		Communication	38.14	Postage Machine Lease
		401 - 533 10 42 000		Communications	36.63	Postage Machine Lease
		401 - 533 10 42 000		Communications	76.28	Postage Machine Lease
		403 - 534 10 42 000		Communication	36.63	Postage Machine Lease
		403 - 534 10 42 000		Communication	76.25	Postage Machine Lease
<b>3462</b>	<b>06/06/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT PUGET SOUND ENERGY</b>	<b>162.82</b>	<b>Electric</b>
		403 - 534 51 47 001		Public Utility Services	162.82	Electric 2mg Booster Power
<b>3463</b>	<b>06/06/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT PUGET SOUND ENERGY</b>	<b>124.68</b>	<b>Natural Gas</b>
		107 - 521 20 47 000		Utilities	37.40	Police Natural Gas
		001 - 575 50 47 002		Public Utilities Services - AC	87.28	MAC Natural Gas
<b>3464</b>	<b>06/06/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT XPRESS BILL PAY ACCOUNTS PAYABLE</b>	<b>993.26</b>	<b>Online Web Payments</b>
		406 - 531 10 41 000		Professional Services	327.78	Online Web Payment Services Fee
		401 - 533 10 41 000		Professional Services	337.71	Online Web Payment Services Fee
		403 - 534 10 41 000		Professional Services	327.77	Online Web Payment Services Fee

001 General Fund	60,907.16	
101 Street Fund	11,198.74	
107 Criminal Justice Fund	47,160.15	
116 Community Events Fund	1.80	
310 Capital Improvement Fund	10,458.34	
401 Electric Utility Operations Fund	216,508.52	
402 Electric Capital Improvement Fund	24.50	
403 Water Utility Operations Fund	22,450.86	
404 Water Capital Improvement Fund	11,947.52	
405 Water Utility Asset Replacement Fund	30,519.60	
406 Stormwater Operations Fund	5,642.85	
407 Stormwater Capital Fund	5,720.00	
501 Vehicle Repair & Maintenance Fund	1,377.20	
503 Information Technology	75.00	
631 Trust / Suspense Funds	813.91	
	424,806.15	Claims: 424,806.15
* Transaction Has Mixed Revenue And Expense Accounts	424,806.15	

# CHECK REGISTER

City Of Milton  
MCAG #: 0590

05/28/2019 To: 06/10/2019

Time: 08:36:23 Date: 06/11/2019  
Page: 9

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
-------	------	------	--------	-------	----------	--------	------

---

Bank Positive Pay Upload \_\_\_\_\_

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Milton and that I am authorized to authenticate and certify to said claim.

Auditing Officer: \_\_\_\_\_

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

# Payroll Disbursements

---

001 General Fund	62,940.88	
101 Street Fund	8,478.97	
107 Criminal Justice Fund	72,947.96	
116 Community Events Fund	73.07	
310 Capital Improvement Fund	3.81	
401 Electric Utility Operations Fund	35,822.18	
403 Water Utility Operations Fund	27,125.59	
404 Water Capital Improvement Fund	771.64	
406 Stormwater Operations Fund	20,295.04	
501 Vehicle Repair & Maintenance Fund	6,297.29	
	<hr/>	
	234,756.43 Payroll:	234,756.43

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Milton and that I am authorized to authenticate and certify to said claim.

Auditing Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
( ) Finance Director ( ) Municipal Services Administrator

Name	Date	Amount	Merchant Name	Accounting Code	Allocation Amount
ALEXANDER CHRIS	04/16/19	\$19.98	BUSHNELL	5212041000	\$19.98
ALEXANDER CHRIS	04/19/19	\$58.76	CHEVRON 0353880	5212032000	\$58.76
ALEXANDER CHRIS	04/30/19	\$86.82	AMZN MKTP US*MZ1227QP2 AM	5212020002	\$86.82
ALEXANDER CHRIS	04/30/19	\$166.41	TACTICALGEAR.COM	5212020002	\$166.41
ALEXANDER CHRIS	05/01/19	\$86.82	AMZN MKTP US*MZ1JO1141	5212020002	\$86.82
ALEXANDER CHRIS	05/02/19	\$43.55	USPS PO 5454460342	5212042000	\$43.55
BAKER GLEN	04/22/19	\$22.44	PAYGOV 5096291	5345049000	\$22.44
BAKER GLEN	04/22/19	\$748.00	PAYGOV 5096291	5345049000	\$748.00
BAKER GLEN	04/26/19	\$196.73	BIG JS OUTDOORS STORE	5423020002	\$27.54
BAKER GLEN	04/26/19	\$0.00	BIG JS OUTDOORS STORE	5345020002	\$169.19
CAMDEN AMY	05/01/19	\$54.95	TLO TRANSUNION	5212041000	\$54.95
CARTER JAMES	04/12/19	\$359.00	LESSON PRO	5755041000	\$359.00
CARTER JAMES	04/17/19	\$12.75	THE HOME DEPOT #4703	5586031000	\$12.75
CARTER JAMES	04/24/19	\$20.00	MILTON SPIRIT GAS STATION	5311032000	\$20.00
CARTER JAMES	04/25/19	\$50.00	NATIONAL STORMWATER CENT	5313049002	\$50.00
CARTER JAMES	05/02/19	\$52.36	SAFEWAY FUEL #1436	5311032000	\$52.36
CARTER JAMES	05/02/19	\$62.91	PHO THAI	5311043000	\$62.91
HERNANDEZ ANTHO	04/08/19	\$30.00	NADAGUIDES.COM	5212031000	\$30.00
HERNANDEZ ANTHO	04/09/19	\$30.00	GOOD2GOREPLENISH	5212043000	\$30.00
HERNANDEZ ANTHO	04/10/19	\$55.52	MILTON SPIRIT GAS STATION	5212032000	\$55.52
HERNANDEZ ANTHO	04/16/19	\$56.16	MILTON SPIRIT GAS STATION	5212032000	\$56.16
HERNANDEZ ANTHO	04/17/19	\$30.00	GOOD2GOREPLENISH	5212043000	\$30.00
HERNANDEZ ANTHO	04/19/19	\$48.29	MILTON SPIRIT GAS STATION	5212032000	\$48.29
HERNANDEZ ANTHO	04/23/19	\$2,903.79	GALLS	5212020002	\$2,903.79
HERNANDEZ ANTHO	04/25/19	\$30.00	GOOD2GOREPLENISH	5212043000	\$30.00
HERNANDEZ ANTHO	04/25/19	\$61.03	MILTON SPIRIT GAS STATION	5212032000	\$61.03
HERNANDEZ ANTHO	04/29/19	\$5.00	TAHOMA MARKET CARWASH	5212048001	\$5.00
HERNANDEZ ANTHO	04/30/19	\$47.84	MILTON SPIRIT GAS STATION	5212032000	\$47.84
HERNANDEZ ANTHO	05/03/19	\$41.56	MILTON SPIRIT GAS STATION	5212032000	\$41.56
HERNANDEZ ANTHO	05/03/19	\$30.00	GOOD2GOREPLENISH	5212043000	\$30.00
HERRON DANA	04/25/19	\$17.42	THE LOFT LOUNGE	5585043000	\$17.42
HERRON DANA	04/26/19	\$245.08	ENZIAN INN	5585043000	\$245.08
HERRON DANA	04/26/19	\$16.10	BAREN HAUSE	5585043000	\$16.10
HOBBS DONALD	04/22/19	\$29.99	MILTON SPIRIT GAS STATION	5212032000	\$29.99
HOBBS DONALD	04/23/19	\$4.39	USPS PO 5454460342	5212042000	\$4.39
HOBBS DONALD	04/29/19	\$8.78	USPS PO 5454460342	5212042000	\$8.78
HUME RUSSELL	04/12/19	\$61.54	MILTON SPIRIT GAS STATION	5212032000	\$61.54
HUME RUSSELL	04/16/19	\$38.41	AMZN MKTP US*MZ43D3A91 AM	5212031000	\$38.41
HUME RUSSELL	04/17/19	\$61.46	AMZN MKTP US*MZ7UP5031	5212031000	\$61.46
HUME RUSSELL	04/17/19	\$31.30	AMZN MKTP US*MZ5ET2LW2	5212031000	\$31.30
HUME RUSSELL	04/18/19	\$40.05	SHELL OIL 57444026702	5212032000	\$40.05
HUME RUSSELL	04/19/19	\$1,036.20	GALLS	5212020002	\$1,036.20
HUME RUSSELL	04/25/19	\$64.48	MILTON SPIRIT GAS STATION	5212032000	\$64.48
HUME RUSSELL	04/29/19	\$43.95	AMAZON.COM*MZ3C91711 AMZN	5212031000	\$43.95
JOHNSON PAUL	04/09/19	\$235.00	SPRINT	5212041000	\$235.00
JOHNSON PAUL	04/22/19	\$350.00	WHIA	5214049002	\$350.00
JOHNSON PAUL	04/29/19	\$1,125.00	BERNHOF & ASSOCIATES	5212041000	\$1,125.00
JOHNSON PAUL	05/02/19	\$19.95	MOBILELOCK LLC	5212041000	\$19.95
LEE JARROD	04/08/19	\$27.23	DOUBLETREE SPENCRS	5423043000	\$6.81
LEE JARROD	04/08/19	\$0.00	DOUBLETREE SPENCRS	5345043000	\$6.81
LEE JARROD	04/08/19	\$0.00	DOUBLETREE SPENCRS	5313043000	\$6.81
LEE JARROD	04/08/19	\$0.00	DOUBLETREE SPENCRS	5335043000	\$6.80
LEE JARROD	04/09/19	\$55.28	SUKI YAKI INN	5423043000	\$13.82
LEE JARROD	04/09/19	\$0.00	SUKI YAKI INN	5345043000	\$13.82
LEE JARROD	04/09/19	\$0.00	SUKI YAKI INN	5313043000	\$13.82
LEE JARROD	04/09/19	\$0.00	SUKI YAKI INN	5335043000	\$13.82
LEE JARROD	04/09/19	\$16.39	CHILIS	5423043000	\$4.10
LEE JARROD	04/09/19	\$0.00	CHILIS	5345043000	\$4.10
LEE JARROD	04/09/19	\$0.00	CHILIS	5313043000	\$4.10
LEE JARROD	04/09/19	\$0.00	CHILIS	5335043000	\$4.09
LEE JARROD	04/11/19	\$29.55	SATELLITE DINER	5423043000	\$7.39
LEE JARROD	04/11/19	\$0.00	SATELLITE DINER	5345043000	\$7.39
LEE JARROD	04/11/19	\$0.00	SATELLITE DINER	5313043000	\$7.39
LEE JARROD	04/11/19	\$0.00	SATELLITE DINER	5335043000	\$7.38
LEE JARROD	04/11/19	\$27.94	OUR THAI HOUSE	5423043000	\$6.99
LEE JARROD	04/11/19	\$0.00	OUR THAI HOUSE	5345043000	\$6.99

LEE JARROD	04/11/19	\$0.00	OUR THAI HOUSE	5313043000	\$6.99
LEE JARROD	04/11/19	\$0.00	OUR THAI HOUSE	5335043000	\$6.97
LEE JARROD	05/02/19	\$85.80	LAZY S NURSERY	5335049000	\$85.80
LUCKMAN NILS	04/23/19	\$34.55	SQ *MILO'S LOCKSMIT	5212031000	\$34.55
LUCKMAN NILS	04/25/19	\$164.97	HOBBY LOBBY #521	5212031000	\$164.97
LUCKMAN NILS	04/27/19	\$128.57	7047 DOMINOS PIZZA	5212043000	\$128.57
LUCKMAN NILS	04/29/19	\$52.75	WA VEHICLE LICENSING	5212048001	\$52.75
LUCKMAN NILS	04/30/19	\$115.40	NW CUSTOM APPAREL	5212020002	\$115.40
LUCKMAN NILS	05/01/19	\$76.50	BONNEY LAKE BICYCLE INC	5212035003	\$76.50
LUCKMAN NILS	05/02/19	\$574.76	IN *L&M PRECISION GUNWORK	5212035001	\$574.76
MAGANA-BEDOLLA	04/11/19	\$130.23	TAHOMA COMMERCIAL FUEL	5313032000	\$130.23
MAGANA-BEDOLLA	04/12/19	\$48.72	FERGUSON ENT#3006	5345035000	\$48.72
MAGANA-BEDOLLA	04/25/19	\$400.00	GREEN RIVER COMMUNITY CO	5423049002	\$96.00
MAGANA-BEDOLLA	04/25/19	\$0.00	GREEN RIVER COMMUNITY CO	5345049002	\$304.00
MAYER MARCI	04/20/19	\$24.50	VZWRLLSS*MY VZ VB P	5943363095	\$24.50
MAYER MARCI	05/03/19	\$419.86	COMCAST BELLINGH CS 1X	5131042000	\$20.97
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5142042000	\$20.99
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5183042000	\$10.50
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5212042000	\$62.98
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5311042000	\$41.99
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5331042000	\$97.62
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5341042000	\$101.82
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5423042000	\$20.99
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5483042000	\$10.50
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5585042000	\$10.50
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5586042000	\$10.50
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5768042000	\$10.50
MAYER MARCI	05/03/19	\$10.57	COMCAST BELLINGH CS 1X	5335042000	\$5.28
MAYER MARCI	05/03/19	\$0.00	COMCAST BELLINGH CS 1X	5345042000	\$5.29
MAYER MARCI	05/03/19	\$2,614.99	VZWRLLSS*MY VZ VB P	5131042000	\$182.19
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5142042000	\$75.56
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5188042000	\$37.78
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5183042000	\$14.78
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5212042000	\$979.00
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5311042000	\$20.40
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5313042000	\$252.31
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5331042000	\$21.16
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5335042000	\$383.09
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5341042000	\$35.95
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5345042000	\$433.11
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5423042000	\$48.54
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5483042000	\$65.08
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5585042000	\$43.70
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5586042000	\$7.56
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5768042000	\$14.78
MAYER MARCI	05/03/19	\$145.58	VZWRLLSS*MY VZ VB P	5331042000	\$72.79
MAYER MARCI	05/03/19	\$0.00	VZWRLLSS*MY VZ VB P	5341042000	\$72.79
MENDIOLA PATRIC	04/10/19	\$173.62	AMB TOOLS- TACOMA	5483035000	\$173.62
MENDIOLA PATRIC	04/19/19	\$62.02	76 - TAHOMA EXPRESS 10	5483032000	\$62.02
MENDIOLA PATRIC	05/02/19	\$89.82	AGRISHOP ACE TACOMA	5335031000	\$33.02
MENDIOLA PATRIC	05/02/19	\$0.00	AGRISHOP ACE TACOMA	5483031000	\$56.80
MENDIOLA PATRIC	05/02/19	\$16.71	AGRISHOP ACE TACOMA	5313031000	\$16.71
MERCER CHRISTIA	04/11/19	\$64.04	AMAZON.COM*MZ9G90OJ0 AMZN	5585031000	\$64.04
NITSCH REY	04/22/19	\$63.55	HC WAREHOUSE/BUCKSTAFF	5212031000	\$63.55
RODRIGUEZ JOVAN	04/10/19	\$159.23	WHISTLE WORKWEAR OF TACOM	5335020002	\$159.23
RODRIGUEZ JOVAN	04/10/19	\$59.44	WHISTLE WORKWEAR OF TACOM	5335031000	\$59.44
RUSSELL TIMOTHY	04/08/19	\$35.79	SHELL OIL 57444026702	5423032000	\$8.95
RUSSELL TIMOTHY	04/08/19	\$0.00	SHELL OIL 57444026702	5345032000	\$8.95
RUSSELL TIMOTHY	04/08/19	\$0.00	SHELL OIL 57444026702	5313032000	\$8.95
RUSSELL TIMOTHY	04/08/19	\$0.00	SHELL OIL 57444026702	5335032000	\$8.94
RUSSELL TIMOTHY	04/08/19	\$27.23	DOUBLETREE SPENCRS	5423043000	\$6.81
RUSSELL TIMOTHY	04/08/19	\$0.00	DOUBLETREE SPENCRS	5345043000	\$6.81
RUSSELL TIMOTHY	04/08/19	\$0.00	DOUBLETREE SPENCRS	5313043000	\$6.81
RUSSELL TIMOTHY	04/08/19	\$0.00	DOUBLETREE SPENCRS	5335043000	\$6.80
RUSSELL TIMOTHY	04/09/19	\$13.52	CHILIS	5423043000	\$3.38
RUSSELL TIMOTHY	04/09/19	\$0.00	CHILIS	5345043000	\$3.38
RUSSELL TIMOTHY	04/09/19	\$0.00	CHILIS	5313043000	\$3.38

RUSSELL TIMOTHY	04/09/19	\$0.00	CHILIS	5335043000	\$3.38
RUSSELL TIMOTHY	04/11/19	\$27.94	OUR THAI HOUSE	5423043000	\$6.99
RUSSELL TIMOTHY	04/11/19	\$0.00	OUR THAI HOUSE	5345043000	\$6.99
RUSSELL TIMOTHY	04/11/19	\$0.00	OUR THAI HOUSE	5313043000	\$6.99
RUSSELL TIMOTHY	04/11/19	\$0.00	OUR THAI HOUSE	5335043000	\$6.97
RUSSELL TIMOTHY	04/12/19	\$56.21	SHREES TRUCK STOP #2	5423032000	\$14.05
RUSSELL TIMOTHY	04/12/19	\$0.00	SHREES TRUCK STOP #2	5345032000	\$14.05
RUSSELL TIMOTHY	04/12/19	\$0.00	SHREES TRUCK STOP #2	5313032000	\$14.05
RUSSELL TIMOTHY	04/12/19	\$0.00	SHREES TRUCK STOP #2	5335032000	\$14.06
RUSSELL TIMOTHY	04/12/19	\$37.65	PETRO #339 RESTAURANT	5423043000	\$9.41
RUSSELL TIMOTHY	04/12/19	\$0.00	PETRO #339 RESTAURANT	5345043000	\$9.41
RUSSELL TIMOTHY	04/12/19	\$0.00	PETRO #339 RESTAURANT	5313043000	\$9.41
RUSSELL TIMOTHY	04/12/19	\$0.00	PETRO #339 RESTAURANT	5335043000	\$9.42
RUSSELL TIMOTHY	04/12/19	\$104.56	DOUBLETREE CITY CENTER	5423043000	\$26.14
RUSSELL TIMOTHY	04/12/19	\$0.00	DOUBLETREE CITY CENTER	5345043000	\$26.14
RUSSELL TIMOTHY	04/12/19	\$0.00	DOUBLETREE CITY CENTER	5313043000	\$26.14
RUSSELL TIMOTHY	04/12/19	\$0.00	DOUBLETREE CITY CENTER	5335043000	\$26.14
RUSSELL TIMOTHY	04/18/19	\$127.42	LOWES #02346*	5313035000	\$127.42
RUSSELL TIMOTHY	04/22/19	\$407.35	THE HOME DEPOT 4703	5183031000	\$407.35
SHAVIRI JASMINE	05/01/19	\$10.00	WA FOOD WORKER CARD	5131041000	\$10.00
SLOAN DUSTIN	04/08/19	\$26.87	MIZUNA	5423043000	\$6.72
SLOAN DUSTIN	04/08/19	\$0.00	MIZUNA	5345043000	\$6.72
SLOAN DUSTIN	04/08/19	\$0.00	MIZUNA	5313043000	\$6.72
SLOAN DUSTIN	04/08/19	\$0.00	MIZUNA	5335043000	\$6.71
SLOAN DUSTIN	04/09/19	\$50.00	THE WALL STREET DINER	5423043000	\$11.25
SLOAN DUSTIN	04/09/19	\$0.00	THE WALL STREET DINER	5345043000	\$11.25
SLOAN DUSTIN	04/09/19	\$0.00	THE WALL STREET DINER	5313043000	\$11.25
SLOAN DUSTIN	04/09/19	\$0.00	THE WALL STREET DINER	5335043000	\$11.25
SLOAN DUSTIN	04/09/19	\$0.00	THE WALL STREET DINER	5899000000	\$5.00
SLOAN DUSTIN	04/09/19	\$62.36	CENEX ZIP TRIP09899881	5423032000	\$15.59
SLOAN DUSTIN	04/09/19	\$0.00	CENEX ZIP TRIP09899881	5345032000	\$15.59
SLOAN DUSTIN	04/09/19	\$0.00	CENEX ZIP TRIP09899881	5313032000	\$15.59
SLOAN DUSTIN	04/09/19	\$0.00	CENEX ZIP TRIP09899881	5335032000	\$15.59
SLOAN DUSTIN	04/11/19	\$11.53	PERKINS RESTAU15338130	5423043000	\$2.88
SLOAN DUSTIN	04/11/19	\$0.00	PERKINS RESTAU15338130	5345043000	\$2.88
SLOAN DUSTIN	04/11/19	\$0.00	PERKINS RESTAU15338130	5313043000	\$2.88
SLOAN DUSTIN	04/11/19	\$0.00	PERKINS RESTAU15338130	5335043000	\$2.89
SLOAN DUSTIN	04/11/19	\$27.94	OUR THAI HOUSE	5423043000	\$6.99
SLOAN DUSTIN	04/11/19	\$0.00	OUR THAI HOUSE	5345043000	\$6.99
SLOAN DUSTIN	04/11/19	\$0.00	OUR THAI HOUSE	5313043000	\$6.99
SLOAN DUSTIN	04/11/19	\$0.00	OUR THAI HOUSE	5335043000	\$6.97
SLOAN DUSTIN	04/25/19	\$71.50	IMAGECRAFT SIGN AND GRAPH	5941861143	\$71.50
STYRON-SHERRELL	04/14/19	\$5.50	WM SUPERCENTER #3794	5755031000	\$5.50
STYRON-SHERRELL	04/15/19	\$5.99	GADGET GUARD	5131031000	\$5.99
STYRON-SHERRELL	04/17/19	\$21.97	COSTCO WHSE #0767	5768031000	\$21.97
STYRON-SHERRELL	04/30/19	\$133.22	COSTCO WHSE #0767	5755031000	\$133.22
SUMMERS TRISHA	04/08/19	\$21.98	SAFEBWAY #3545	5116031000	\$21.98
SUMMERS TRISHA	04/09/19	\$12.00	WSP BACKGROUND CHECKS	5311041000	\$0.12
SUMMERS TRISHA	04/09/19	\$0.00	WSP BACKGROUND CHECKS	5331041000	\$0.12
SUMMERS TRISHA	04/09/19	\$0.00	WSP BACKGROUND CHECKS	5423041000	\$0.72
SUMMERS TRISHA	04/09/19	\$0.00	WSP BACKGROUND CHECKS	5341041000	\$11.04
SUMMERS TRISHA	04/16/19	\$14.28	AMAZON PRIME	5131049001	\$14.28
SUMMERS TRISHA	04/17/19	\$34.60	WA SECRETARY OF STATE	5586049000	\$34.60
SUMMERS TRISHA	04/22/19	\$200.00	PAYPAL *AWC	5331041002	\$200.00
SUMMERS TRISHA	05/02/19	\$17.04	EL PORTON RESTAURANT	5131043000	\$17.04
TAKIGUCHI TETSU	04/09/19	\$30.00	RING.COM RING YEARLY P	5212031000	\$30.00
TAKIGUCHI TETSU	04/16/19	\$9.11	AMZN MKTP US*MZ1E373Z0 AM	5212031000	\$9.11
TAKIGUCHI TETSU	04/16/19	\$27.06	AMAZON.COM*MZ9TM5JZ0 AMZN	5212031000	\$27.06
TAKIGUCHI TETSU	04/25/19	\$19.42	AMZN MKTP US*MZ6TZ1HJ0 AM	5212031000	\$19.42
TAKIGUCHI TETSU	04/27/19	\$197.69	ADOBE *ACROPRO SUBS	5212049001	\$197.69
TAKIGUCHI TETSU	04/29/19	\$119.70	HC WAREHOUSE/BUCKSTAFF	5212031000	\$119.70
TAKIGUCHI TETSU	05/04/19	\$32.90	AMZN MKTP US*MZ61G99W2	5212041000	\$32.90
THACHER MICHAEL	04/09/19	\$104.35	LOWES #02346*	5941861143	\$104.35
THACHER MICHAEL	04/10/19	\$60.15	LOWES #02346*	5941861143	\$60.15
THACHER MICHAEL	04/11/19	\$35.05	LOWES #02346*	5183031000	\$35.05
THACHER MICHAEL	04/11/19	\$57.90	THE HOME DEPOT #4703	5183031000	\$57.90
THACHER MICHAEL	04/11/19	\$31.89	THE HOME DEPOT #4703	5183031000	\$31.89

THACHER MICHAEL	04/18/19	\$43.96	LOWES #02346*	5183031000	\$43.96
THACHER MICHAEL	04/22/19	\$43.55	WALRATH LANDSCAPE SUPPLY	5941861143	\$43.55
THACHER MICHAEL	04/22/19	\$21.78	WALRATH LANDSCAPE SUPPLY	5941861143	\$21.78
THACHER MICHAEL	04/23/19	\$101.10	SHELL OIL 57444026702	5335032000	\$101.10
THACHER MICHAEL	04/30/19	\$138.51	COSTCO WHSE #0767	5423031000	\$34.63
THACHER MICHAEL	04/30/19	\$0.00	COSTCO WHSE #0767	5345031000	\$34.63
THACHER MICHAEL	04/30/19	\$0.00	COSTCO WHSE #0767	5313031000	\$34.63
THACHER MICHAEL	04/30/19	\$0.00	COSTCO WHSE #0767	5335031000	\$34.62
THOMPSON BRENT	04/10/19	\$12.00	SQ *MILO'S LOCKSMIT	5183031000	\$12.00
THOMPSON BRENT	04/11/19	\$152.34	PLATT ELECTRIC 007	5335031000	\$152.34
THOMPSON BRENT	04/17/19	\$28.47	THE HOME DEPOT #4703	5335031000	\$28.47
THOMPSON BRENT	04/23/19	\$50.01	76 - TAHOMA EXPRESS 10	5345032000	\$16.01
THOMPSON BRENT	04/23/19	\$0.00	76 - TAHOMA EXPRESS 10	5313032000	\$17.00
THOMPSON BRENT	04/23/19	\$0.00	76 - TAHOMA EXPRESS 10	5335032000	\$17.00
THOMPSON BRENT	04/24/19	\$38.59	SP * CARDINAL PAINT	5345031000	\$38.59
THOMPSON BRENT	05/03/19	\$109.89	TRACTOR SUPPLY CO #1886	5768035000	\$21.97
THOMPSON BRENT	05/03/19	\$0.00	TRACTOR SUPPLY CO #1886	5423035000	\$21.98
THOMPSON BRENT	05/03/19	\$0.00	TRACTOR SUPPLY CO #1886	5345035000	\$21.98
THOMPSON BRENT	05/03/19	\$0.00	TRACTOR SUPPLY CO #1886	5313035000	\$21.98
THOMPSON BRENT	05/03/19	\$0.00	TRACTOR SUPPLY CO #1886	5335035000	\$21.98
WALSTON ROCKNIE	04/19/19	\$37.25	WA DOL LIC & REG 50497	5345141000	\$37.25
WALSTON ROCKNIE	04/19/19	\$133.90	WA DOL LIC & REG 50497	5345141000	\$133.90
WALSTON ROCKNIE	04/30/19	\$133.70	MANUFACTURERS EDGE, INC.	5345031000	\$133.70
WALSTON ROCKNIE	04/30/19	\$50.15	LOWES #02346*	5345031000	\$50.15
WALSTON ROCKNIE	05/03/19	\$127.89	MCLENDONS HARD-SUMNER	5345131000	\$127.89
WETTERLIND PATR	04/17/19	\$64.28	SHELL OIL 57444026702	5423032000	\$32.14
WETTERLIND PATR	04/17/19	\$0.00	SHELL OIL 57444026702	5345032000	\$25.71
WETTERLIND PATR	04/17/19	\$0.00	SHELL OIL 57444026702	5313032000	\$6.43
ZAHN CLARISSA	04/26/19	\$51.59	SHELL OIL 57444026702	5423032000	\$3.09
ZAHN CLARISSA	04/26/19	\$0.00	SHELL OIL 57444026702	5345032000	\$12.90
ZAHN CLARISSA	04/26/19	\$0.00	SHELL OIL 57444026702	5313032000	\$10.32
ZAHN CLARISSA	04/26/19	\$0.00	SHELL OIL 57444026702	5335032000	\$12.90
ZAHN CLARISSA	04/26/19	\$0.00	SHELL OIL 57444026702	5483032000	\$6.19
ZAHN CLARISSA	04/26/19	\$0.00	SHELL OIL 57444026702	5585032000	\$6.19
ZAHN CLARISSA	04/29/19	\$12.99	HOTELBOOKINGSERVFEE	5345043000	\$12.99
ZUMACH DARRIN	04/09/19	\$144.60	LOWES #02346*	5335031000	\$144.60

\$18,498.56

This Page Left Intentionally Blank



## Agenda Item #: 6A

To: Mayor Styron Sherrell and City Council Members  
From: Dustin Sloan, Public Works Superintendent  
Date: June 17, 2019  
Re: Contract Renewal Approval – DKS Associates Consultant Agreement

---

**ATTACHMENTS**      Consultant Agreement, including Scope & Rate Schedule

---

### TYPE OF ACTION:

Information Only    Discussion    Action    Expenditure Required:

**Recommended Motion:** “I move to approve the Consultant Agreement with DKS Associates for Engineering services.”

**Fiscal Impact/Source of Funds:** There are no costs paid for by City funds. All expenses for these services will be paid by a BPA Grant.

---

**Background:** This is an annual renewal for contract services that the City has maintained since 2015. The City has received a grant for electric conservation from BPA. This allows the city and residents to receive rebates for certain energy efficiency products and purchases This contract is for engineering and construction management services.

This Page Left Intentionally Blank



**CITY OF MILTON PROFESSIONAL SERVICES AGREEMENT**  
*(Electrical Conservation Program Engineering Services)*

THIS Agreement is made effective as of the \_\_\_\_ day of May, 2019, by and between the **City of Milton, Washington** (“City”) and **DKS Associates** (“Consultant”).

WHEREAS, the City desires to accomplish the above-referenced project; and

WHEREAS, the City does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the project; and

WHEREAS, the Consultant has represented to the City that the Consultant is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the City, NOW, THEREFORE,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

**1. General Purpose and Intent.**

Energy Conservation, Project Management and Grant Implementation Services in regard to the City’s Electrical Efficiency Program funded by the BPA.

**2. Services by the Consultant.**

A. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the Scope of Work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement. The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

**3. Schedule of Work.**

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. Consultant shall complete the work described in Section I by June 30, 2020. A failure to complete the work within the specific timeframe, except where such failure is due to circumstances beyond the control of the Consultant, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the City, in the event of a delay attributable to the City, or because of unavoidable delays caused by circumstances beyond the control of the Consultant. All such extensions shall be in writing and shall be executed by both parties.

**4. Compensation.**

**TIME AND MATERIALS NOT TO EXCEED** – Compensation for the services described in the Scope of Work shall not exceed \$30,000.00 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as **Exhibit B**.

A. The Consultant shall be paid by the City for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in **Exhibit B**, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement. Correction of typographical and other clerical errors made by the Consultant shall be made at no cost to the City.

B. The Consultant shall be entitled to invoice the City no more frequently than once per month during the course of the completion of work and services by the Consultant. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The City shall pay all such invoices within 45 days of submittal, unless the City gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the Consultant agrees to perform all services contemplated by this Agreement for no more than said maximum amount. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by the City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

#### **5. Corrective Changes in Work.**

The Consultant shall promptly make such changes and revisions in the complete work provided by this Agreement as may be necessary to correct errors made by the Consultant and appearing therein when required to do so by the City. The Consultant shall make such corrective changes and revisions without additional compensation from the City. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as extra work and will be paid for as negotiated through a written amendment to the Agreement as provided in Section 2.B.

#### **6. Coordination of Contract Documents.**

This Agreement consists of this Professional Services Agreement form and **Exhibits A through D**. If there is any inconsistency between this Professional Services Agreement form and any of the Exhibits, the Professional Services Agreement form shall take precedence. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 11 and 12 shall be null and void.

#### **7. Discrimination and Compliance with Laws.**

A. The Consultant agrees not to discriminate against any employee, or applicant for employment, subcontractor, supplier or materialman, or any other person in the performance of this Agreement because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. In the performance of work under this Agreement, the Consultant shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Consultant shall obtain a City of Milton business license pursuant to the provisions of Chapter 5. 04 MMC prior to receipt of written authorization to proceed.

D. Violation of this paragraph shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

## **8. Termination.**

A. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified in Section 15(A). In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

B. The City may suspend this Agreement, at its sole discretion, upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

## **9. Standard of Care.**

The Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **10. Ownership of Work Product.**

Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant. Electronic versions of all work products shall be provided to the City in a format compatible with the City software, except to the extent expressly waived in the attached exhibits.

#### **11. Indemnification/Hold Harmless.**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness, or death of employees of the Consultant and/or damage to property, arising out of or resulting from the acts, errors or omissions of the Consultant, its officers, agents, sub-Consultants or employees, in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

#### **12. Insurance.**

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

##### **A. Minimum Scope of Insurance**

The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the

Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the City will be named on all insurance as an additional insured. The Consultant shall submit a certificate of insurance to the City evidencing the coverages specified above, together with an additional insured endorsement naming the City, within fifteen (15) days of the execution of this Agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this Agreement. The certificate and endorsement must be project and/or site specific. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the City.

The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**13. Assigning or Subcontracting.**

The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any sub-Consultants approved by the City at the outset of this Agreement are named on **Exhibit A** attached hereto and incorporated herein by this reference as if set forth in full.

**14. Independent Contractor.**

The Consultant is an independent contractor for the performance of services under this Agreement. The City shall not be liable for, nor obligated to pay to the Consultant, or any employee of the Consultant, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Consultant which may arise as an incident of the Consultant performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Consultant.

**15. Notice.**

A. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph. Such notices or communications shall be given to the parties at their addresses set forth below:

**City of Milton:**

Attn: Mayor Shanna Styron Sherrell  
1000 Laurel Street  
Milton, WA 98354

**Consultant:**

DKS Associates  
Attn: Richard Hutchinson  
719 Second Avenue, Suite 1250  
Seattle, WA 98104

B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of Section 15.A.

**16. Non-Waiver.**

Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Consultant for any breach of the Agreement by the Consultant, or for failure of the Consultant to perform work required of it under the Agreement by the City. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement

**17. Resolution of Disputes; Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this Agreement shall be the Pierce County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

**18. Taxes.**

The Consultant will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Consultant.

**19. Entire Agreement.**

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

**20. Risk of Loss.**

The Consultant shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**CITY OF MILTON, WASHINGTON**

By: \_\_\_\_\_  
**Shanna Styron Sherrell, Mayor**

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

**ATTEST:**

By: \_\_\_\_\_  
**Trisha Summers, City Clerk**

APPROVED AS TO FORM:

**OFFICE OF THE CITY ATTORNEY:**

By: \_\_\_\_\_  
**Ogden Murphy Wallace**

**CONSULTANT:**

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

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

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

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

## **EXHIBIT A - SCOPE OF WORK**

### **ON-CALL ENGINEERING SERVICES**

#### **(Energy Conservation, Project Management and Grant Implementation Services)**

DKS Associates (*Consultant*) will provide engineering services as outlined below as requested by the City of Milton (*CITY*) Public Works Department pertaining to the on-call engineering services in support of projects.

Services to provide on an On-Call basis include implementation and support of the City's Energy Conservation program including the processing of rebates and other documentation required by the Bonneville Power Administration (BPA). Services also include Project Management and other Grant Implementation strategies in accordance with the City's energy conservation program.

The maximum amount of accumulated work shall not exceed Thirty Thousand Dollars (\$30,000) without further authorization of the City.

This Page Left Intentionally Blank



## EXHIBIT B - FEE SCHEDULE

<b>Fee Schedule</b>					
<i>Effective January 1, 2019 through December 31, 2019</i>					
<i>ENGINEERS and PLANNER</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 32	210.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 33	215.00	Tech Level B	40.00
Grade 3	65.00	Grade 34	220.00	Tech Level C	45.00
Grade 4	70.00	Grade 35	225.00	Tech Level D	50.00
Grade 5	75.00	Grade 36	230.00	Tech Level E	55.00
Grade 6	80.00	Grade 37	235.00	Tech Level F	60.00
Grade 7	85.00	Grade 38	240.00	Tech Level G	65.00
Grade 8	90.00	Grade 39	245.00	Tech Level H	70.00
Grade 9	95.00	Grade 40	250.00	Tech Level I	75.00
Grade 10	100.00	Grade 41	255.00	Tech Level J	80.00
Grade 11	105.00	Grade 42	260.00	Tech Level K	85.00
Grade 12	110.00	Grade 43	265.00	Tech Level L	90.00
Grade 13	115.00	Grade 44	270.00	Tech Level M	95.00
Grade 14	120.00	Grade 45	275.00	Tech Level N	100.00
Grade 15	125.00	Grade 46	280.00	Tech Level O	105.00
Grade 16	130.00	Grade 47	285.00	Tech Level P	110.00
Grade 17	135.00	Grade 48	290.00	Tech Level Q	115.00
Grade 18	140.00	Grade 49	295.00	Tech Level R	120.00
Grade 19	145.00	Grade 50	300.00	Tech Level S	125.00
Grade 20	150.00	Grade 51	305.00	Tech Level T	130.00
Grade 21	155.00	Grade 52	310.00	Tech Level U	135.00
Grade 22	160.00	Grade 53	315.00	Tech Level V	140.00
Grade 23	165.00	Grade 54	320.00	Tech Level W	145.00
Grade 24	170.00	Grade 55	325.00	Tech Level X	150.00
Grade 25	175.00	Grade 56	330.00	Tech Level Y	155.00
Grade 26	180.00	Grade 57	335.00	Tech Level Z	160.00
Grade 27	185.00	Grade 58	340.00	Tech Level AA	165.00
Grade 28	190.00	Grade 59	345.00	Tech Level AB	170.00
Grade 29	195.00	Grade 60	350.00	Tech Level AC	175.00
Grade 30	200.00	Grade 61	355.00	Tech Level AD	180.00
Grade 31	205.00	Grade 62	360.00	Tech Level AE	185.00

  

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.



## Expert Witness and Deposition Fee Schedule

*Effective January 1, 2019 through December 31, 2019*

<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 60.00	Grade 32	280.00	Tech Level A	\$ 40.00
Grade 2	65.00	Grade 33	290.00	Tech Level B	45.00
Grade 3	70.00	Grade 34	300.00	Tech Level C	50.00
Grade 4	75.00	Grade 35	310.00	Tech Level D	55.00
Grade 5	80.00	Grade 36	320.00	Tech Level E	60.00
Grade 6	85.00	Grade 37	330.00	Tech Level F	65.00
Grade 7	115.00	Grade 38	340.00	Tech Level G	70.00
Grade 8	125.00	Grade 39	350.00	Tech Level H	75.00
Grade 9	130.00	Grade 40	360.00	Tech Level I	80.00
Grade 10	135.00	Grade 41	370.00	Tech Level J	85.00
Grade 11	140.00	Grade 42	380.00	Tech Level K	90.00
Grade 12	145.00	Grade 43	390.00	Tech Level L	95.00
Grade 13	150.00	Grade 44	400.00	Tech Level M	100.00
Grade 14	155.00	Grade 45	410.00	Tech Level N	105.00
Grade 15	160.00	Grade 46	420.00	Tech Level O	110.00
Grade 16	165.00	Grade 47	430.00	Tech Level P	115.00
Grade 17	175.00	Grade 48	440.00	Tech Level Q	120.00
Grade 18	185.00	Grade 49	450.00	Tech Level R	125.00
Grade 19	195.00	Grade 50	460.00	Tech Level S	130.00
Grade 20	215.00	Grade 51	470.00	Tech Level T	135.00
Grade 21	220.00	Grade 52	480.00	Tech Level U	140.00
Grade 22	225.00	Grade 53	490.00	Tech Level V	145.00
Grade 23	230.00	Grade 54	500.00	Tech Level W	150.00
Grade 24	235.00	Grade 55	510.00	Tech Level X	155.00
Grade 25	240.00	Grade 56	520.00	Tech Level Y	160.00
Grade 26	245.00	Grade 57	530.00	Tech Level Z	165.00
Grade 27	250.00	Grade 58	540.00	Tech Level AA	170.00
Grade 28	255.00	Grade 59	550.00	Tech Level AB	175.00
Grade 29	260.00	Grade 60	560.00	Tech Level AC	180.00
Grade 30	265.00	Grade 61	570.00	Tech Level AD	185.00
Grade 31	270.00	Grade 62	580.00	Tech Level AE	190.00

- Project expenses will be billed at *cost plus 15 percent* for service and handling. Project expenses include project-related costs such as transportation, subsistence, reproduction, postage, telephone, computer charges, and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Rate schedule includes billing rates for personnel who might support investigation and preparation.



## Agenda Item # 6B

**To:** Mayor Styron Sherrell and City Council Members  
**From:** Tara Dunford, CPA, Finance Director  
**Date:** June 17, 2019  
**Re:** **Electric Substation Loan**

---

**ATTACHMENTS:** Ordinance 1970-19

---

**TYPE OF ACTION:**

Information Only  Discussion  Action  Public Hearing

**Recommendation/Action:** “I move to accept Ordinance 1970-19 providing for the issuance and sale of an electric revenue bond to evidence a non-revolving line of credit in the principal amount of not to exceed \$5,000,000 for the purpose of acquiring, constructing and installing certain additions and betterments to and extension of the city’s electric utility; providing the date, form, terms and maturity of the bond; authorizing the designated city representative authority to manage the non-revolving line of credit; approving the sale of such bond; and reserving the right to issue revenue bonds on a parity with the bond upon compliance with certain conditions.”

**Fiscal Impact/Source of Funds:** This will provide funding for new electric substation.

---

Cynthia Weed, Attorney with K&L Gates, provided overview to Council action necessary to approve electric substation loan on June 10, 2019.

---

**Summary.** The City of Milton, Washington (the “City”) is proposing to issue its tax-exempt Electric Revenue Bond, 2019 (the “Bond”) in the form of a non-revolving line of credit in the not to exceed principal amount of \$5,000,000. The drawings under the Bond will finance a substation replacement and upgrades to substation feeders and related projects (in accordance with the 2019-2023 Capital Improvement Plan and Rate Study). Debt service on the Bond will be paid solely from the electric revenues of the City, and no property tax revenues will be used to pay debt service. The ordinance authorizing the Bond will be presented to the City Council for final approval on June 17, 2019.

**Bond Details.** The City has received an offer from Washington Federal N.A. to purchase the Bond. The Bond will be issued as a non-revolving line of credit with a Draw Period and a Term Loan Period. At the end of the Draw Period (December 1, 2020), the Outstanding Principal Balance shall be converted to a fully amortizing loan, and a schedule of principal and interest payments shall be prepared by the Bank and copies provided to the City.

- **Draw Period.** During the Draw Period, the City will request draws from the Bank in the minimum amount of \$100,000 each, up to and not to exceed \$5,000,000. Within the Bond Ordinance the City Council delegates the management of the non-revolving line of credit to the Finance Director. During the Draw Period (from the Closing Date of the Bond through December 1, 2020) the Bond will accrue interest at a rate of 3.21% on the

Outstanding Principal Balance, payable commencing on December 1, 2019 and semiannually thereafter on each June 1 and December 1 until the end of the Draw Period.

- *Term Loan Period.* During the Term Loan Period (December 1, 2020 through December 1, 2039) the Bond shall be repayable in semiannual installments of interest on each June 1 and December 1, commencing June 1, 2021. During the Term Loan Period, principal on the Bond shall be repayable in annual installments on each December 1, commencing December 1, 2021, with the final payment of all principal and interest due on the Final Maturity Date (December 1, 2039).
- The Bond is subject to an interest rate reset on December 1, 2028 and again on December 1, 2033, pursuant to the Rate Reset as described in the Bond Ordinance.
- The Bond is subject to prepayment *without penalty* on December 1, 2028 or December 1, 2033, or *with penalty* on any other business day as described in the Bond Ordinance.

**Related Costs.** The costs related to the issuance of the Bond are the Bank/Bank Counsel Fee of \$7,500 and Bond Counsel Fee of \$10,000. These costs will be paid from Bond proceeds.

CITY OF MILTON, WASHINGTON

ELECTRIC REVENUE BOND, 2019

---

ORDINANCE NO. 1970-19

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF AN ELECTRIC REVENUE BOND TO EVIDENCE A NON-REVOLVING LINE OF CREDIT IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN ADDITIONS AND BETTERMENTS TO AND EXTENSIONS OF THE CITY'S ELECTRIC UTILITY; PROVIDING THE DATE, FORM, TERMS AND MATURITY OF THE BOND; AUTHORIZING THE DESIGNATED CITY REPRESENTATIVE AUTHORITY TO MANAGE THE NON-REVOLVING LINE OF CREDIT; APPROVING THE SALE OF SUCH BOND; AND RESERVING THE RIGHT TO ISSUE REVENUE BONDS ON A PARITY WITH THE BOND UPON COMPLIANCE WITH CERTAIN CONDITIONS.

PASSED: JUNE 17, 2019

PREPARED BY:

K&L GATES LLP  
Seattle, Washington

CITY OF MILTON  
ORDINANCE NO. 1970-19  
TABLE OF CONTENTS\*

		<u>Page</u>
Section 1.	Definitions.....	2
Section 2.	Plan of Improvements.....	11
Section 3.	Authorization of the Bond; Bond Details; Delegation to the Designated City Representative.....	12
Section 4.	Sale of Bond.....	13
Section 5.	Procedures for Draws on the Bond.....	13
Section 6.	Registration, Transfer and Payments.....	13
Section 7.	Prepayment.....	14
Section 8.	Revenue Fund; Flow of Funds.....	14
Section 9.	Payments into Revenue Bond Fund.....	15
Section 10.	Bond Covenants.....	18
Section 11.	Issuance of Future Parity Bonds.....	20
Section 12.	Other Obligations of the Electric Utility.....	22
Section 13.	Tax Covenants.....	23
Section 14.	Form of Bond.....	25
Section 15.	Execution of Bond.....	29
Section 16.	Defeasance.....	29
Section 17.	Lost, Stolen or Destroyed Bond.....	29
Section 18.	No Undertaking to Provide Ongoing Disclosure.....	29
Section 19.	Amendments.....	30
Section 20.	Severability.....	31
Section 21.	Effective Date.....	32

Exhibit A – Purchase Offer

Exhibit B – Form of Request for Draw

---

\* This Table of Contents and the Cover Page are for convenience of reference and are not intended to be a part of this ordinance.

**ORDINANCE NO. 1970-19**

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF AN ELECTRIC REVENUE BOND TO EVIDENCE A NON-REVOLVING LINE OF CREDIT IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN ADDITIONS AND BETTERMENTS TO AND EXTENSIONS OF THE CITY'S ELECTRIC UTILITY; PROVIDING THE DATE, FORM, TERMS AND MATURITY OF THE BOND; AUTHORIZING THE DESIGNATED CITY REPRESENTATIVE AUTHORITY TO MANAGE THE NON-REVOLVING LINE OF CREDIT; APPROVING THE SALE OF SUCH BOND; AND RESERVING THE RIGHT TO ISSUE REVENUE BONDS ON A PARITY WITH THE BOND UPON COMPLIANCE WITH CERTAIN CONDITIONS.

---

**WHEREAS**, the City of Milton, Washington (the "City"), now owns and operates an electric utility system (as further defined herein, the "Electric Utility" or "Utility"); and

**WHEREAS**, the City is authorized to issue revenue bonds to finance the cost of additions, improvements and betterments to the Electric Utility to include the installation and replacement of a new substation, as set forth in the City's 2019-2023 Capital Improvement Plan and Rate Study, (the "Projects"); and

**WHEREAS**, to provide funds to pay part of the costs of such improvements, it is deemed necessary and advisable that the City establish a non-revolving line of credit in exchange for its electric revenue bond in the principal amount of not to exceed \$5,000,000 (the "Bond") to pay a portion of the costs of the Projects; and

**WHEREAS**, the City has received the offer of Washington Federal N.A., Seattle, Washington (the "Bank"), dated April 22, 2019, as amended by communication of the Bank dated June 5, 2019, to purchase the Bond, which by this reference is incorporated herein and is attached as Exhibit A (the "Purchase Offer"), and the City Council (the "Council") wishes to accept such offer on the terms and conditions set forth therein and herein;

**WHEREAS**, the Council has determined to delegate to the Designated City Representative (as defined below) certain matters relating to the management of the line of credit evidenced by the Bond;

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

**Section 1. Definitions.** As used in this ordinance the following definitions shall apply unless a different meaning clearly appears from the context:

***Accreted Value*** means (1) with respect to any Capital Appreciation Bonds, as of any date of calculation, the sum of the amount set forth in the ordinance authorizing their issuance as the amount representing the initial principal amount of such Capital Appreciation Bonds plus the interest accumulated, compounded and unpaid thereon as of the most recent compounding date, or (2) with respect to Original Issue Discount Bonds, as of the date of calculation, the amount representing the initial public offering price of such Original Issue Discount Bonds plus the amount of discounted principal that has accreted since the date of issue. In each case, the Accreted Value shall be determined in accordance with the provisions of the ordinance authorizing the issuance of such Balloon Maturity Bonds.

***Annual Debt Service*** means the total amount of Debt Service for any Parity Bond or series of Parity Bonds or other subordinate lien evidences of indebtedness payable from Revenue of the System in any fiscal year or Base Period. Annual Debt Service shall be calculated net of any federal subsidy legally available to pay the principal of or interest on Parity Bonds in the year of calculation.

For purposes of satisfying the Reserve Requirement, the rate covenants in Section 10(b), and the Future Parity Bonds test in Section 11(c), Annual Debt Service may be reduced by the amount of any Debt Service Offsets.

For Parity Bonds bearing interest at other than a fixed rate, Annual Debt Service is calculated as provided in Section 10(b)(2), Section 11(g), or Section 12(a), as applicable.

***Average Annual Debt Service*** means the sum of the Annual Debt Service for the remaining years to the last scheduled maturity of the applicable series of Parity Bonds divided by the number of those years.

***Balloon Maturity Bonds*** means any Future Parity Bonds, other than Term Bonds, the entire principal amount of which is due at maturity without Serial Bond payments or Sinking Fund redemption payments.

***Bank*** means Washington Federal, N.A., Seattle, Washington, and any business successor thereto, as the original registered owner and shall include any subsequent registered owner as permitted herein.

***Base Period*** means any consecutive 12-month period selected by the City out of the 36-month period next preceding the date of issuance of an additional series of Future Parity Bonds.

**Bond** means the City of Milton, Washington Electric Revenue Bond, 2019 in the principal amount of not to exceed \$5,000,000, authorized herein.

**Bond Register** means the books or records maintained by the Bond Registrar containing the name and mailing address of the owner of the Bond or nominee of such owner and the principal amount outstanding.

**Bond Registrar** means the Finance Director whose duties include registering and authenticating the Bond, maintaining the Bond Register, transferring ownership of the Bond, and paying the principal of and interest on the Bond. The term **Bond Registrar** also shall include any successor Bond Registrar appointed by the Treasurer as permitted by law.

**Bond Year** means each one-year period that ends on the date selected by the City. The first and last Bond Years may be short periods. If no day is selected by the City before the earlier of the final maturity date of the Bond or the date that is five years after the date of issuance of the Bond, Bond Years end on each anniversary of the date of issue and on the final maturity date of the Bond.

**Capital Appreciation Bonds** means any Future Parity Bonds all or a portion of the interest on which is compounded, accumulated and payable only upon redemption or on the maturity date of such Capital Appreciation Bonds. If so provided in the ordinance authorizing their issuance, Future Parity Bonds may be deemed to be Capital Appreciation Bonds for only a portion of their term. On the date on which Future Parity Bonds no longer are Capital Appreciation Bonds, they shall be deemed outstanding in a principal amount equal to their Accreted Value.

**City** means the City of Milton, Washington, a political subdivision duly organized and existing under and by virtue of the laws of the State of Washington.

**Closing** means the date of issuance and delivery of the Bond to the Bank.

**Code** means the federal Internal Revenue Code of 1986, as amended, and applicable regulations.

**Commission** means the United States Securities and Exchange Commission.

**Consultant** means at any time an independent municipal financial consultant appointed by the City to perform the duties of the Consultant as required by this ordinance. For the purposes of delivering any certificate required by Section 11 hereof and making the calculation required by Section 11 hereof, the term Consultant shall also include any independent public accounting firm or engineer appointed by the City to make such calculation or to provide such certificate.

**Costs of Maintenance and Operation** means all reasonable expenses incurred by the City in causing the Utility of the City to be operated and maintained in good repair, working order and condition, but does not include any depreciation or taxes levied or imposed by the City or

payments to the City in lieu of taxes, but includes payments made to any other municipal corporation or other entity for electrical energy, capacity or service. Resource Obligations may constitute Costs of Maintenance and Operation as provided in Section 12(a) of this ordinance.

**Council** means the general legislative body of the City as the same shall be duly and regularly constituted from time to time.

**Credit Facility** means a policy of municipal bond insurance, a letter of credit, surety bond, line of credit, guarantee or other financial instrument or any combination of the foregoing, which obligates a third party to make payment or provide funds for the payment of financial obligations of the City. There may be one or more Credit Facilities outstanding at any time.

**Debt Service** means, for any period of time,

(a) with respect to any outstanding Original Issue Discount Bonds or Capital Appreciation Bonds which are not designated as Balloon Maturity Bonds in the ordinance authorizing their issuance, the principal amount thereof shall be equal to the Accreted Value thereof maturing or scheduled for redemption in such period, and the interest payable during such period;

(b) with respect to any outstanding Fixed Rate Bonds, an amount equal to (1) the principal amount of such Fixed Rate Bonds due or subject to mandatory redemption during such period and for which no sinking fund installments have been established, (2) the amount of any payments required to be made during such period into any sinking fund established for the payment of any such Fixed Rate Bonds, plus (3) all interest payable during such period on any such outstanding Fixed Rate Bonds and with respect to Fixed Rate Bonds with mandatory sinking fund requirements, calculated on the assumption that mandatory sinking fund installments will be applied to the redemption or retirement of such Fixed Rate Bonds on the date specified in the ordinance authorizing such Fixed Rate Bonds; and

(c) with respect to all other series of Parity Bonds, other than Fixed Rate Bonds, Original Issue Discount Bonds or Capital Appreciation Bonds, specifically including but not limited to Balloon Maturity Bonds and Parity Bonds bearing variable rates of interest, an amount for any period equal to the amount which would have been payable for principal and interest on such Parity Bonds during such period computed on the assumption that the amount of Parity Bonds as of the date of such computation would be amortized (i) in accordance with the mandatory redemption provisions, if any, set forth in the ordinance authorizing the issuance of such Parity Bonds, or if mandatory redemption provisions are not provided, during a period commencing on the date of computation and ending on the date 30 years after the date of issuance (ii) at an interest rate for the Base Period determined as follows: (A) if any variable rate bonds have been outstanding for at least twelve (12) months, assume that the Parity Bonds bear interest at the higher of the actual rate borne by the Parity Bonds on the date of calculation or the average rate borne by the Parity Bonds over the twelve (12) months immediately preceding the date of calculation, and (B) if the Parity Bonds have been outstanding for less than twelve (12) months or are not yet outstanding, assume that the Parity Bonds bear interest at the higher of the actual rate borne by the Parity Bonds on the date of calculation or (X) if interest on the Parity

Bonds is excludable from gross income under the applicable provisions of the Code, the average rate set forth on the Securities Industry and Financial Markets Association Municipal Swap Index over the twelve (12) months immediately preceding the date of calculation, or (Y) if interest is not so excludable, the average rate on Federal Securities with maturities comparable to the rate reset period (iii) to provide for essentially level annual debt service of principal and interest over such period.

Debt Service shall be net of any principal and/or interest funded out of Bond proceeds. Debt Service shall include reimbursement obligations to providers of Credit Facilities to the extent authorized by ordinance. Debt Service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the ordinance authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds.

**Debt Service Offset** means federal interest subsidy payments, designated as such by the City and not included in Gross Revenue that are legally available to pay debt service on Parity Bonds.

**Designated City Representative** means the Mayor, the Finance Director, or any City employee designated by either of them.

**Draw or Draws** means incremental draws, in the amount of not less than \$100,000, on the Bond as requested by the City.

**Draw Period** means that period commencing on the date of Closing and ending on December 1, 2020.

**Electric Utility or Utility** means the electric supply and distribution system owned and operated by the City, identified as the "Light Utility" by City ordinance, and all additions thereto and betterments and extensions thereof at any time made.

**Event of Default** means the declaration by the Bank of an event of default as a result of a reasonable determination by the Bank that there has been: (i) nonpayment of principal, interest, fees or other amounts as provided in this ordinance and the Bond; or (ii) a failure by the City to comply with any of its obligations or to perform any of its duties, under this ordinance or the Bond, (other than a failure as described in subsection (i) herein or a failure under this subsection (ii) for which the City has received written notice within the preceding twelve (12) months), for a period of 30 days after written notice to the City by the Bank specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in the notice cannot be correct within such 30 day period, it shall not constitute an Event of Default so long as correction action is immediately instituted by the City which the Bank deems in the Bank's discretion to be sufficient to cure the Event of Default and thereafter the City continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable; or (iii) a material misrepresentation by the City in this ordinance or the Bond.

**Federal Securities** means direct obligations of (including obligations issued or held in book-entry form on the books of), or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

**Final Maturity Date** means December 1, 2039.

**Finance Director** means the Finance Director of the City or the officer of the City who may succeed to the duties of such office.

**First Rate Reset Date** means December 1, 2028.

**Fiscal Year** means a calendar year unless changed pursuant to applicable law.

**Fitch** means Fitch Ratings, Inc., organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, **Fitch** shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Moody's) designated by the Designated City Representative.

**Fixed Rate Bonds** means those Parity Bonds other than Capital Appreciation Bonds, Original Issue Discount Bonds or Balloon Maturity Bonds issued under an ordinance in which the rate of interest on such Parity Bonds is fixed and determinable through their final maturity or for a specified period of time. If so provided in the ordinance authorizing their issuance, Parity Bonds may be deemed to be Fixed Rate Bonds for only a portion of their term.

**Future Parity Bonds** means any and all Electric Utility revenue bonds or other obligations of the City issued after the date of the issuance of the Bond, the payment of principal of and interest on which constitutes a lien and charge on the Net Revenue of the Utility equal in rank with the lien and charge on such revenue required to be paid into the Revenue Bond Fund to pay and secure the payment of principal of and interest on the Bond.

**Government Obligations** means those obligations now or hereafter defined as such in chapter 39.53 RCW.

**Gross Revenue of the Utility** or **Gross Revenue** means all of the earnings and revenues received by the City from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Revenue Bond Fund, except government grants, utility local improvement district assessments, City taxes, and earnings or proceeds from any investments in a trust, defeasance or escrow account created to defease or refund Utility obligations (until commingled with other earnings and revenues of the Utility) or held in a special account for the purpose of paying a rebate to the United States Government under the Code.

**Interest Rate** means (i) from the Closing Date through and including the First Rate Reset Date, a rate of 3.21% per annum; (ii) from the First Rate Reset Date through and including the Second Rate Reset Date, the Reset Rate, calculated as of the First Rate Reset Date; and (iii) from

the Second Rate Reset Date through and including the Final Maturity Date, the Reset Rate, calculated as of the Second Rate Reset Date.

***Loan Draw Record*** means the administrative records kept by the Bank to record the date and dollar amounts of the draws on the Bond and the loan repayments made by the City.

***Maximum Annual Debt Service*** means highest dollar amount of Annual Debt Service in any fiscal year or Base Period for all outstanding Parity Bonds and/or for all subordinate lien evidences of indebtedness secured by Gross Revenue of the Utility, as the context requires.

***Moody's*** means Moody's Investors Service, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, ***Moody's*** shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P and Fitch) designated by the Designated City Representative.

***Net Proceeds***, when used with reference to the Bond, means the principal amount of the Bond, plus accrued interest and original issue premium, if any, and less original issue discount and proceeds, if any, deposited in the Reserve Account.

***Net Revenue of the Utility*** or ***Net Revenue*** means the Gross Revenue less Costs of Maintenance and Operation and deposits into the Rate Stabilization Fund, plus withdrawals from the Rate Stabilization Fund.

***Original Issue Discount Bonds*** means Parity Bonds which are sold at an initial public offering price of less than 95% of their face value and which are specifically designated as Original Issue Discount Bonds in the ordinance authorizing their issuance.

***Outstanding Principal Balance*** of the Bond means on any particular day the aggregate dollar amount of all Draws that the City has made under the Bond to that day.

***Parity Bonds*** means the Bond and any Future Parity Bonds.

***Private Person*** means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

***Private Person Use*** means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such

use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

**Projects** means the plan of improvements to the System as provided in Section 2 of this ordinance.

**Rate Covenant** means Net Revenue in each fiscal year at least equal to 125% of the amounts required in such fiscal year to be paid as scheduled debt service (principal and interest) on all Parity Bonds, subtracting from scheduled debt service the amount of ULID Assessments collected in such year. Furthermore, in determining compliance with the Rate Covenant, Net Revenues are subject to adjustment to reflect the following: (1) Revenue and Costs of Maintenance and Operation may be adjusted, regardless of then applicable generally accepted accounting principles, for certain items (e.g., to omit unrealized gains or losses in investments) to more fairly reflect the Utility's annual operating performance, and (2) scheduled debt service shall be calculated net of any federal subsidy legally available to pay the principal of or interest on Parity Bonds in the year of calculation and thereafter, such federal subsidy shall no longer be included in the definition of Gross Revenue of the Utility. Scheduled debt service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the ordinance authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds.

**Rate Reset Date** means the First Rate Reset Date and the Second Rate Reset Date, respectively.

**Registered Owner** means the financial institution in whose name the Bond is registered on the Bond Register.

**Request for Draw or Draws** means incremental draws for the Projects as requested by the Designated City Representative.

**Reserve Account** means the account of that name created in the Revenue Bond Fund for the purpose of securing the payment of the principal of and interest on Parity Bonds.

**Reserve Insurance** means, in lieu of cash and investments, any bond insurance, letter of credit, guaranty, surety bond, or similar credit enhancement device obtained by the City to satisfy part or all of the Reserve Requirement for any Parity Bonds then outstanding; provided, however, that any such bond insurance, letter of credit, guaranty, surety bond or similar credit enhancement is provided by an entity that, at the time it issues the bond insurance, letter of credit, guaranty, surety bond, or similar credit enhancement, is rated in one of the two highest rating categories by Moody's or S&P or both Moody's and S&P if such entity is rated by both or their comparably recognized business successors.

**Reserve Requirement** means the least of: (1) Maximum Annual Debt Service on all Parity Bonds, (2) 10% of the net proceeds of the Parity Bonds, and (3) 125% of Average Annual Debt Service for all Parity Bonds; provided, however, that for so long as the Bank is the

Registered Owner, item (3) shall be equal to Average Annual Debt Service. In calculating Annual Debt Service for purposes of the Reserve Requirement, the interest rate for Parity Bonds bearing interest at other than a fixed rate shall be the rate applicable at the time of computation, unless that rate is less than an interest rate equal to the yield to maturity that is the higher of (i) the average of the SIFMA Municipal Swap Index over the 60-month period immediately preceding the date of computation, or (ii) the average of the SIFMA Municipal Swap Index over the 12-month period immediately preceding the date of computation, as determined within ten days prior to the date of computation. The amount of the Reserve Requirement may be recalculated from time to time as principal of Parity Bonds is paid or Future Parity Bonds are issued.

**Reset Rate** means the most recently available monthly average of the 5-year swap rate (the “Swap Rate”) as displayed in the Bloomberg Financial Markets system (or if such system is no longer available, a comparable index as determined by the Bank), plus 1.85%, multiplied by the calculation of 100 minus the highest marginal tax rate applied to subchapter C corporations, expressed as a decimal, which rate will be in effect from one Rate Reset Date until the next Rate Reset Date. The Reset Rate shall be calculated 15 days prior to the Rate Reset Date.

**Resource Obligation** means an obligation of the Electric Utility to pay the following resource costs:

(a) costs associated with the purchase of energy, capacity, capability, reserves, conservation, or other services under a contract; or

(b) costs associated with generation, transmission, distribution or conservation facilities (including any common undivided interest therein) hereafter acquired, purchased or constructed by the City and declared by the Council to be a separate utility system, which costs shall include but are not limited to costs of normal operation and maintenance, renewals and replacements, additions and betterments and debt service on the bonds or other obligations of such separate electric utility system.

**Revenue Bond Fund** means the “Utility Bond Redemption Fund,” which name of fund may be changed prior to closing, as directed by the Finance Director, authorized to be created in the office of the Designated City Representative for the sole purpose of paying and securing the payment of the principal of, premium, if any, and interest on Parity Bonds.

**Revenue Fund** means the City of Milton Electric Utility Operations Fund maintained in the office of the City and shall include cash accounts therein.

**Rule** means the Commission’s Rule 15c2-12 under the Securities Exchange Act of 1934.

**Second Rate Reset Date** means December 1, 2033.

**Serial Bonds** means Parity Bonds other than Term Bonds.

***Sinking Fund Requirement*** means, for any Fiscal Year, the principal amount and premium, if any, of Term Bonds required to be purchased, redeemed or paid at maturity in that Fiscal Year as established by the ordinance, resolution, bond purchase contract, or other proceedings for the sale of those Term Bonds.

***S&P*** means Standard & Poor's Ratings Services, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, ***S&P*** shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody's and Fitch) designated by the Designated City Representative.

***Term Bonds*** means any Parity Bonds identified as such in the ordinance, resolution, bond purchase contract, or other proceedings for the sale thereof, the payment of the principal of which is fully provided for by a Sinking Fund Requirement.

***Term Loan Period*** means that period commencing December 1, 2020 and ending on the Final Maturity Date or the date on which all principal of and interest on the Bond is fully paid, if earlier.

***Treasurer*** means the Finance Director of the City or any successor to the functions of the Finance Director.

***2019-2023 Capital Improvement Plan and Rate Study*** or ***Plan*** means the Electric System Capital Plan and Rate Study of the City, as adopted by Ordinance No. 1964-19, on May 6, 2019, and applicable to the capital construction of electrical facilities expected to occur in the years 2019 through 2023.

***ULID*** means a utility local improvement district of the City.

***ULID Assessments*** means the assessments levied in all ULIDs, the assessments in which are payable into the Revenue Bond Fund, and shall include installments thereof and interest and any penalties thereon.

**Rules of Interpretation.** In this ordinance, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

**Section 2. Plan of Improvements.** The Council hereby finds that the public interest, welfare and convenience require the construction, acquisition and installation of the Electric Utility improvements described in this Section 2 and that these improvements are legally required and/or economically sound, and will contribute to the conduct of the business of the Utility in an efficient manner.

The following plan for the design, acquisition, construction and installation of additions and betterments to the Utility is hereby specified and adopted:

The City will undertake various improvement projects including (a) substation replacement and (b) upgrades to substation feeders and related projects, all as outlined in the 2019-2023 Capital Improvement Plan and Rate Study. If funds are available, the City may make other improvements to the Electric Utility. These improvements are referred to collectively herein as the “Projects”.

The City will provide all equipment, connections and appurtenances together with all work as may be incidental and necessary to complete the Projects. The Project facilities will be integrated into the Electric Utility as required to provide a fully operational facility.

The City may make such changes in or additions to the Projects or in the construction or design of other facilities of the Electric Utility as may be found necessary or desirable. Implementation or completion of any specified improvement will not be required if the Council determines that, due to substantially changed circumstances, it has become advisable or impractical. If the Projects have either been completed, or their completion duly provided for, or their completion found to be impractical, the City may apply the Bond proceeds or any portion thereof to other improvements to the Electric Utility, as the Council in its discretion may determine. If proceeds of sale of the Bond, plus any other money of the City legally available, are insufficient to accomplish all of the Projects authorized by this section, the City shall use the available funds to pay the cost of those portions of the Projects that the Council deems most necessary and in the best interest of the City.

The City shall acquire by purchase, lease or condemnation, all property, both real and personal, or any interest therein, or rights-of-way and easements that may be found necessary to acquire, construct and install the Projects.

**Section 3. Authorization of the Bond; Bond Details; Delegation to the Designated City Representative.** For the purpose of establishing a line of credit, the City shall issue its electric revenue bond, initially in the form of a non-revolving draw down obligation to provide funds to pay the costs of the Projects and to pay costs of issuance during the Draw Period and converting to an amortizing obligation during the Term Loan Period following the end of the Draw Period, in the principal amount of not to exceed \$5,000,000 (the “Bond”).

(a) *Bond Details.* The Bond shall be designated as the “City of Milton, Washington Electric Revenue Bond, 2019,” shall be dated as of the date of its original issuance, shall be issued as a single instrument, fully registered form in the denomination of not to exceed \$5,000,000; provided that the principal amount due and owing thereunder shall be measured by the total drawings made, as evidenced by the Loan Draw Record attached to the Bond; and shall be numbered N-1.

(b) *Draw Period.* The Outstanding Principal Balance shall bear interest at the Interest Rate. Interest on each Draw shall be determined from the date the Bank honors such Draw. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest that has accrued during the Draw Period on the Outstanding Principal Balance of the Bond shall be repayable in semiannual installments of interest on each June 1 and December 1, commencing December 1, 2019. The City may utilize a Draw to pay interest on the Outstanding Principal Balance; however, any Draw used to pay interest will be added to the Outstanding Principal Balance. Payments of principal may be paid at any time during the Draw Period, but not re-borrowed.

(c) *Term Loan Period.* During the Term Loan Period, the Bond shall bear interest at the Interest Rate. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Outstanding Principal Balance of the Bond shall be repayable in semiannual installments on each June 1 and December 1, commencing June 1, 2021. Principal of the Bond shall be repayable in annual installments on December 1 of each year, commencing December 1, 2021. The final payment of all principal and interest due on the Final Maturity Date. The Bank shall provide an amortization schedule of principal and interest prior to the commencement of the Term Loan Period to the City.

(d) *Put Option and Reset Rate.* The Bank will have the right, at its sole discretion and regardless of whether or not a default or an Event of Default has occurred and is continuing, to require (with 180 days advance notice to the City) prepayment in full of the Outstanding Principal Balance and accrued but unpaid interest on the Bond on each Rate Reset Date. If the Bank’s option is not exercised on each Rate Reset Date, interest on the Bond will be recalculated according to the Reset Rate, and paid until the next Rate Reset Date or the Final Maturity Date.

(e) *Draws.* The Bond is a non-revolving obligation. During the Draw Period, the available principal of the Bond shall be disbursed as borrowings from time to time by the Bank upon request from the City (each such disbursement herein referred to as a “Draw”), as provided in Section 5 of this ordinance, up to a maximum principal amount outstanding of \$5,000,000. Draws shall be recorded on the Loan Draw Record attached to the Bond, or in such other form as

the City and the Bank may agree. Interest on each Draw shall accrue from the date of that Draw and shall be computed on the basis as described above on the principal amount of the Draw outstanding for the actual number of days the principal amount of the Draw is outstanding.

(f) *Delegation to the Designated City Representative.* The Designated City Representative is hereby authorized to determine for the City the amount and the timing of Draws and repayments under the Bond during the Draw Period.

**Section 4. Sale of Bond.** The City hereby ratifies and confirms its acceptance of the Purchase Offer attached as Exhibit A, to purchase the Bond on the terms specified therein and in this ordinance. The proper officials of the City are hereby authorized and directed to do all things necessary for the prompt execution and delivery of the Bond and the items required to be delivered to the Bank under the terms of the Purchase Offer and for proper use and application of the proceeds of sale thereof. In accordance with the Purchase Offer, the City will pay the Bank a fee of \$2,500 and a bank counsel legal fee of \$5,000.

**Section 5. Procedures for Draws on the Bond.** At any time during the Draw Period, a request for a Draw on the Bond established hereunder may be made in writing by the Designated City Representative, in the form attached hereto as Exhibit B, must be delivered to the Bank. Draw requests may be mailed to the Bank or sent as attachments to email addressed to the Bank at [pete.sullivan@wafd.com](mailto:pete.sullivan@wafd.com). Draws may be made on any business day in amounts of not less than \$100,000. Draws must be received by 11:00 a.m. for same day funding. The Bank will then notify the City of its intent to wire transfer a Draw (including the dollar amount of the Draw and the date on which the Draw amount will be transferred to the account of the City maintained at the Bank). The City hereby delegates to the Designated City Representative the authority to make a written request for Draws in accordance with the terms and provisions of this ordinance in the amounts and at the times necessary to accomplish each component of the Projects. At the end of the Draw Period no further Draws shall be permitted, in order that the Bond amortization schedule be completed prior to the first principal and interest payment date during the Term Loan Period.

**Section 6. Registration, Transfer and Payments.**

(a) *Appointment of Bond Registrar.* The City hereby requests that the Finance Director act as the Bond Registrar. The duties of the Bond Registrar hereunder are limited to authenticating the Bond and to remitting money to the Bank on the payment dates as provided therein. The Finance Director may determine at any time that she no longer wishes to act as Bond Registrar and thereupon appoint a successor Bond Registrar, which may be the fiscal agent for the State of Washington. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance.

(b) *Bond Register.* The Bond shall be in registered form as to both principal and interest.

(c) *Registered Ownership.* The Bond Registrar, in its discretion, may deem and treat the Registered Owner of the Bond as the absolute owner thereof for all purposes, and the Bond Registrar shall be affected by any notice to the contrary. Payment of the Bond shall be made only as described in this section. All such payments made as described in this section shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(d) *Transfer.* The Bond is transferable only in whole (i) to a successor in interest (through merger, corporate reorganization or purchase of the Bank) or (ii) to a “qualified institutional buyer” as such term is defined in Rule 144A of the Securities Act of 1933. The Bank will not transfer the Bond to a subsequent investor unless the Bank causes such investor to receive such information regarding the City and the Bond as is necessary to comply with applicable securities laws.

(e) *Payment.* Principal of and interest on the Bond shall be payable in lawful money of the United States of America. Installments of principal of and interest on the Bond shall be paid by check, wire, or electronic transfer to the Bank; *provided, however,* that the final installment of principal on the Bond shall be payable only upon presentation and surrender of the Bond by the Bank to the Bond Registrar.

#### **Section 7. Prepayment.**

(a) *Prepayment Without Penalty.* The City reserves the right to prepay the Bond in advance of the Final Maturity Date, in whole, on a Rate Reset Date, with no prepayment penalty.

(b) *Prepayment With Penalty.* The City reserves the right, on any other business day other than a business day mentioned in Section 7(a) above, to prepay principal of and interest on the Bond in advance of the scheduled payments, in whole or in part, on any business day, and upon 30 days’ prior written notice to the Bank; *provided* that the prepayment will be subject to a make-whole premium that is equal to the sum of interest on the Bond that would have accrued to the next upcoming Rate Reset Date.

#### **Section 8. Revenue Fund; Flow of Funds.**

(a) *Revenue Fund.* There has heretofore been created by the City a special fund of the City known as the “Electric Utility Operations Fund”, into which shall be deposited the Gross Revenue of the Utility. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City.

(b) *Priority of Payments from the Revenue Fund.* The Gross Revenue of the Utility shall be deposited in the Revenue Fund and shall be used for the following purposes only in the following order of priority:

First, to pay the Costs of Maintenance and Operation (including Resource Obligations, to the extent permitted in accordance with Section 12(a) of this ordinance);

Second, to make all payments required to be made into the Revenue Bond Fund to pay interest on any Parity Bonds;

Third, to make all payments required to be made into the Revenue Bond Fund to pay principal of any Parity Bonds at maturity or upon the mandatory redemption of any Term Bonds;

Fourth, to make all payments required to be made pursuant to a reimbursement agreement or other agreement in connection with obtaining any Reserve Insurance, if the ordinance, resolution or other proceedings of the City authorizing the Reserve Insurance provides for such reimbursement;

Fifth, to make all payments required to be made into or for the benefit of the Reserve Account (including paying the costs of obtaining Reserve Insurance therefor);

Sixth, to make all payments required to pay and secure the payment of principal of and interest on any revenue obligations of the City having a lien upon Net Revenue of the Utility junior and inferior to the lien thereon to pay and secure the payment of principal of and interest on the Parity Bonds; and

Seventh, to retire by redemption or purchase in the open market any outstanding revenue bonds or other revenue obligations of the Utility, or to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the Utility, to make deposits into the Rate Stabilization Fund, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the Utility legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Revenue Bond Fund.

**Section 9. Payments into Revenue Bond Fund.** A special account of the City known as the “Utility Bond Redemption Fund” (the “Revenue Bond Fund”) is hereby authorized to be created in the office of the Finance Director for the sole purpose of paying and securing the payment of Parity Bonds.

(a) *Payments into Revenue Bond Fund.* As long as any Parity Bond remains outstanding, the City agrees to deposit into the Revenue Bond Fund out of money in the Revenue Fund, on or before the date due, the amounts necessary, together with money already in the Revenue Bond Fund (including ULID Assessments), to pay the principal of, premium, if any, and interest on the Bond, including any Sinking Fund Requirement for Term Bonds, as the same become due and payable. ULID Assessments are also required to be deposited into the Revenue Bond Fund, as provided in Section 10(k).

Money in the Revenue Bond Fund shall be held for the benefit of the owners of all Parity Bonds then outstanding and payable equally and ratably and without preference or distinction as between different series, installments or maturities.

(b) *The Reserve Account.*

(1) Establishment. The City hereby agrees that a special account to be known as the “Utility Reserve Account” (the “Reserve Account”) shall be maintained for the purpose of securing the payment of principal of and interest on the Bond and any Future Parity Bonds. Prior to or upon the issuance of the Bond, the City will deposit into the Reserve Account funds sufficient to satisfy the Reserve Requirement for the Bond. The City covenants and agrees that if it issues any Future Parity Bonds it will provide in each ordinance authorizing the issuance of the Future Parity Bonds that, on or before the dates of issuance of the Future Parity Bonds, the City will set aside and pay into the Reserve Account out of the proceeds of the Future Parity Bonds or out of any other funds on hand and legally available for this purpose, an amount that, together with other money already in the Reserve Account and otherwise required to be paid therein, will at least equal the Reserve Requirement.

The City further covenants and agrees that it will at all times maintain an amount in the Reserve Account at least equal to the Reserve Requirement, except for withdrawals therefrom authorized by this ordinance, so long as any Parity Bonds remain outstanding.

(2) Maintenance of Reserve Requirement. The Reserve Requirement may be maintained by deposits of cash or Reserve Insurance, or a combination of the foregoing. All amounts other than Reserve Insurance held in the Reserve Account may be invested in any legal investments for City funds, as provided in (d) below. In computing the amount on hand in the Reserve Account, Reserve Insurance shall be valued at the face amount thereof. As used herein, the term “cash” includes U.S. currency, cash equivalents and evidences thereof, including demand deposits, certified or cashier’s check. The deposit to the Reserve Account may be satisfied initially by the transfer of qualified investments to that account.

(3) Withdrawals From Reserve Account. If the balances on hand in the Reserve Account are sufficient to satisfy the Reserve Requirement, interest earnings shall be applied as provided in the following sentences. Whenever there is a sufficient amount in the Revenue Bond Fund, including the Reserve Account to pay the principal of and interest on all outstanding Parity Bonds, the money in the Reserve Account may be used to pay such principal and interest. As long as the money left on deposit in the Reserve Account is equal to the Reserve Requirement, money in the Reserve Account may be transferred to the Revenue Bond Fund and used to pay the principal of and interest on Parity Bonds as the same become due and payable. The City also may transfer out of the Reserve Account any money required in order to prevent any Parity Bonds from becoming “arbitrage bonds” under the Code.

If a deficiency in the Revenue Bond Fund for the payment of debt service on Parity Bonds occurs, the deficiency shall be made up from the Reserve Account by the withdrawal of cash therefrom for that purpose and by the sale or redemption of obligations held in the Reserve Account, in such amounts as will provide cash in the Reserve Account sufficient to make up any such deficiency with respect to the Parity Bonds, and if a deficiency still exists immediately prior to an interest payment date and after the withdrawal of cash, the City shall then draw from any Reserve Insurance in sufficient amount to make up the deficiency. Such draw shall be made at such times and under such conditions as the agreement for the Reserve Insurance provides.

In making the payments and credits to the Reserve Account required by this Section 9(b), to the extent that the City has obtained Reserve Insurance for specific amounts required pursuant to this section to be paid out of the Reserve Account, the amounts so covered by Reserve Insurance will be credited against the amounts required to be maintained in the Reserve Account by this Section 9(b).

(4) Replenishment. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up within one year of the date of withdrawal from Net Revenue (or out of any other money on hand legally available for such purpose) after making necessary provision for the payments required to be made by paragraphs First through Fourth in Section 8 of this ordinance.

Any Reserve Insurance shall not be cancelable on less than five years' notice to the City. In the event of any cancellation, the Reserve Account shall be funded in an amount calculated as if the Parity Bonds that remain outstanding had been issued on the date of that cancellation and by depositing that amount into the Reserve Account from Gross Revenue on or prior to the date that is twelve months following the date of cancellation.

If the City elects to meet the Reserve Requirement by using Reserve Insurance, the City may contract with the entity providing such Reserve Insurance that the City's reimbursement obligation, if any, to such entity be made from Net Revenue after making necessary provision for the payments required to be made by paragraphs First through Third in Section 8 of this ordinance.

(5) Future Parity Bonds. In the event the City issues any Future Parity Bonds, the City will provide in the ordinance authorizing the issuance of the same for payment into the Reserve Account out of proceeds of such Future Parity Bonds, Net Revenue of the Utility or ULID Assessments (or, at the option of the City, out of any other funds on hand and legally available therefor) approximately equal additional annual installments so that by five years from the date of issuance of such Future Parity Bonds there will have been paid into the Reserve Account an amount that, together with the money already on deposit therein, will be at least equal to the Reserve Requirement. Such annual payments into the Reserve Account shall be made not later than December 20 of each year.

(c) *Priority of Lien of Payments into Revenue Bond Fund*. The amounts so pledged to be paid into the Account and the accounts therein from the Revenue Fund are hereby declared to be a prior lien and charge on the Gross Revenue of the Utility superior to all other charges of any kind or nature whatsoever except the Costs of Maintenance and Operation and equal in rank to the lien and charge on Gross Revenue of the Utility to pay and secure the payment of any Future Parity Bonds.

(d) *Application and Investment of Money in Revenue Bond Fund*. Money in the Revenue Bond Fund may be kept in cash or any legal investments for City funds. Investments in the Revenue Bond Fund shall mature prior to the date on which such money is needed for required interest or principal payments or having a guaranteed redemption price prior to

maturity. Investments in the Reserve Account shall mature not later than the last maturity of any then outstanding Parity Bonds.

(e) *Sufficiency of Revenues.* The Council hereby finds that in fixing the amounts to be paid into the Revenue Bond Fund and the accounts therein out of Gross Revenue of the Utility, it has exercised due regard for the Costs of Maintenance and Operation of the Utility and has not obligated the City to set aside and pay into the Revenue Bond Fund and the accounts therein a greater amount of Gross Revenue than in its judgment will be available over and above the Costs of Maintenance and Operation.

**Section 10. Bond Covenants.**

(a) *Maintenance and Operation.* The City will at all times maintain and keep the Utility in good repair, working order and condition, and also will at all times operate the Utility and the business in connection therewith in an efficient manner and at a reasonable cost.

(b) *Rate Covenant.* The City will establish, maintain and collect such rates and charges for service of its Electric Utility for so long as any Parity Bonds are outstanding as will maintain the Rate Covenant.

(c) *Payment of Costs of Maintenance and Operation.* After making or providing for the payments from the Revenue Fund as required by Section 8(b) hereof, there shall be maintained in the Revenue Fund sufficient money to enable the City to meet the Costs of Maintenance and Operation of the Utility on a current basis.

(d) *Sale or Disposition of the System.* The City will not sell or otherwise dispose of the Utility in its entirety unless, simultaneously with such sale or other disposition, all Parity Bonds are redeemed and retired, or defeased pursuant to the provisions of this ordinance.

The City will not sell, lease, mortgage, or in any manner encumber or otherwise dispose of any part of the Utility that is used, useful or material in the operation of the Utility, unless provision is made for the replacement thereof or for payment into the Revenue Bond Fund of the greatest of the following:

(1) An amount that will be in the same proportion to the net amount of any Parity Bonds then outstanding (defined as the total amount of those bonds less the amount of cash and investments in the Revenue Bond Fund and accounts therein) that the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue of the Utility for that period; or

(2) An amount that will be in the same proportion to the net amount of any Parity Bonds then outstanding (as defined above) that the Net Revenue from the portion of the Utility sold or disposed of for the preceding year bears to the total Net Revenue of the Utility for that period; or

(3) An amount that will be in the same proportion to the net amount of any Parity Bonds then outstanding (as defined above) that the depreciated cost value of the facilities sold or disposed of bears to the depreciated cost value of the entire Utility immediately prior to the sale or disposition.

Notwithstanding any other provision of this subsection (d), the City may sell or otherwise dispose of any of the works, plant, properties or facilities of the Utility or any real or personal property comprising a part of the same (i) with a value less than 5% of the net utility plant of the Utility or (ii) that is unserviceable, inadequate, obsolete or unfit to be used in the operation of the Utility, or no longer necessary, material to or useful to the operation of the Utility, without making any deposit into the Revenue Bond Fund.

(e) *Liens or Encumbrances.* The City will not at any time create or permit to accrue or to exist any lien or other encumbrance or indebtedness upon the Utility or the Gross Revenue of the Utility, or any part thereof, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Gross Revenue of the Utility, or any part thereof, or upon any funds in the hands of the City, prior to or superior to the lien of the Parity Bonds, or which might impair the security of the Parity Bonds.

(f) *Insurance.* The City will, as needed, and to the extent insurance coverage is available at reasonable cost with responsible insurers, keep, or cause to be kept, the Electric Utility and the operation thereof insured, with policies payable to the City, against the risks of direct physical loss, damage to or destruction of the Utility, or any part thereof, and against accidents, casualties or negligence, including liability insurance and employer's liability, at least to the extent that similar insurance is usually carried by municipalities operating like utilities. In lieu of such insurance coverage, the City may self-insure or participate in a joint intergovernmental insurance pool for coverage similar to the coverage described in the preceding sentence.

(g) *Books and Accounts.* The City will keep proper books of account for the Utility as required by this ordinance in accordance with the rules and regulations prescribed by the Division of Municipal Corporations of the Office of the State Auditor of the State of Washington, or other State department or agency succeeding to the duties of the State Auditor's office, and if no such rules or regulations are prescribed, then in substantial accordance with the uniform system of accounts prescribed by the Federal Energy Regulatory Council or other federal agencies having jurisdiction over electric public utility companies owning and operating properties similar to the electric properties operated by the City (whether or not the City is at that time required by law to use such system of accounts). The City shall cause its books of account to be audited by the Office of the State Auditor or other state agency as may be authorized and directed by law to make such audit. The City shall endeavor to obtain annual audits no later than 270 days after the close of each fiscal year, and a copy of each audit shall be delivered promptly to the Bank.

(h) *No Free Service.* The City will not furnish or supply or permit the furnishing or supplying of electric energy or any other commodity, service or facility furnished by or in connection with the operation of the Utility free of charge to any person, firm or corporation, public or private, and the City will promptly enforce the payment of any and all accounts owing to the City and delinquent; provided, however, that to the extent permitted by law, the City may loan money and may provide commodities, services or facilities free of charge or at a reduced charge in connection with a plan of conservation of electric energy or senior citizen or indigent ratepayer discounts adopted by the Council.

(i) *Additions and Improvements.* The City will not expend any of the revenues derived by it from the operation of the System or the proceeds of any indebtedness payable from the Gross of the Utility for any extensions, betterments or improvements to the System that are not legally required or economically sound, and that will not properly and advantageously contribute to the conduct of the business of the System in an efficient manner.

(j) *Collection of Delinquent Accounts.* The City will, on or before April 1 of each calendar year, determine all accounts that are delinquent and will take all necessary action to enforce payment of such accounts including those remedies available pursuant to RCW Chapter 35.21, as amended, or its successor statute, if any, against those property owners whose accounts are delinquent.

(k) *Collection and Application of ULID Assessments.* The City will promptly collect all ULID Assessments and deposit them into the Revenue Bond Fund to be used to pay the principal of and interest on Parity Bonds. However, nothing in this ordinance or this section shall be construed to prohibit the City from issuing electric utility revenue bonds junior in lien to the Parity Bonds and pledging as security for their payment assessments levied in any utility local improvement district that may have been created specifically to pay part of the cost of improvements to the Utility for which those junior lien bonds are specifically issued.

(l) *Collection of Delinquent ULID Assessments.* The City will, on or before April 1 of each calendar year, determine all ULID Assessments or installments thereof that are delinquent and will take all necessary action to enforce payment of such ULID Assessments, including real property foreclosure actions pursuant to RCW Chapter 35.50, as amended, or its successor statute, if any, against the property owners whose ULID Assessments are delinquent.

**Section 11. Issuance of Future Parity Bonds.**

The City covenants and agrees that so long as any Bonds are outstanding, it will not issue any bonds with a lien on Gross Revenue superior to the lien on Gross Revenue of the Parity Bonds. The City reserves the right to issue Future Parity Bonds if the following conditions are met and complied with at the time of the issuance of those Future Parity Bonds:

(a) There must be no deficiency in the Revenue Bond Fund.

(b) The ordinance providing for the issuance of the Future Parity Bonds must provide for the payment of the principal thereof and interest thereon out of the Revenue Bond Fund.

(c) The ordinance authorizing the issuance of the Future Parity Bonds must provide for satisfaction of the Reserve Requirement in accordance with Section 9(b).

(d) The ordinance authorizing the issuance of the Future Parity Bonds must provide for payments into the Revenue Bond Fund sufficient to satisfy the Sinking Fund Requirement for any Term Bonds to be issued.

(e) Except as provided in Subsection (f) below, the City must have on file a parity certificate satisfying the requirements of one of the following two options:

(1) A certificate from a Consultant showing that in his or her professional opinion the Net Revenue of the Utility for any 12 consecutive calendar months out of the immediately preceding 24 calendar months (which may be adjusted as hereafter provided), is equal to at least 1.25 times the Annual Debt Service (after deducting from Annual Debt Service the amount of ULID Assessments, if any, allocated to the years in which they would be received if the unpaid balance of each assessment roll were paid in the remaining number of installments with interest on the declining balance at the times and at the rate provided in the ordinance confirming the assessment roll) for each Fiscal Year in which any Parity Bonds plus the Future Parity Bonds proposed to be issued will be outstanding.

The certificate, in estimating the Net Revenue of the Utility available for debt service, shall use the historical Net Revenue of the Utility for any 12 consecutive months out of the 24 months immediately preceding the month of delivery of the Future Parity Bonds. Net Revenue of the Utility may be adjusted to reflect:

(i) Any changes in rates in effect and not being charged or expressly committed by ordinance to be made in the future;

(ii) Income derived from customers of the Utility that have become customers during the 12 consecutive month period or thereafter adjusted to reflect one year's net revenue from those customers;

(iii) Revenue from any customers to be connected to the Utility who have paid the required connection charges;

(iv) Revenue received or to be received which is derived from any person, firm, corporation or municipal corporation under any executed contract for electrical utility service, which revenue was not included in the historical Net Revenue of the Utility; and

(v) The Consultant's estimate of the Net Revenue of the Utility to be derived from customers to connect within 30 days after the date of the certificate to any additions to and improvements and extensions of the Utility to be paid for out of the proceeds of the sale of the additional Future Parity Bonds or other additions to and improvements and extension of the Utility then under construction and not fully connected to the facilities of the Utility when such additions, improvements and extensions are completed.

(2) A certificate of the City's Finance Director showing that in his or her professional opinion the Net Revenue of the Utility for any 12 consecutive calendar months out of the immediately preceding 24 calendar months (with no adjustments made to Net Revenue), is equal to at least 1.25 times the Annual Debt Service (after deducting from Annual Debt Service the amount of ULID Assessments, if any, allocated to the years in which they would be received if the unpaid balance of each assessment roll were paid in the remaining number of installments with interest on the declining balance at the times and at the rate provided in the ordinance confirming the assessment roll) for each Fiscal Year in which any Parity Bonds plus the Future Parity Bonds proposed to be issued will be outstanding.

(f) If the Future Parity Bonds proposed to be issued are for the sole purpose of refunding outstanding Parity Bonds, no parity certificate as described in subsection (e) shall be required if the amount required for the payment of the principal and interest in such year for the refunding bonds is not increased over the amount required for the bonds to be refunded thereby and the maturities of such refunding bonds are not extended beyond the maturities of the bonds to be refunded thereby.

(g) In calculating Annual Debt Service for purposes of this Section 11, if the interest rate on any Parity Bonds is other than a fixed rate, the rate applicable at the time of computation shall be used unless that rate is less than an interest rate equal to the yield to maturity that is the higher of (i) the average of the SIFMA Municipal Swap Index over the 60-month period immediately preceding the date of computation, or (ii) the average of the SIFMA Municipal Swap Index over the 12-month period immediately preceding the date of computation, as determined within ten days prior to the date of computation or, if such computation is being made in connection with the certificate required by this section, then within ten days prior to the date of that certificate.

## **Section 12. Other Obligations of the Electric Utility.**

### ***(a) Resource Obligations.***

(i) A Resource Obligation may be included in Costs of Maintenance and Operations (to the extent provided in Subsection 12(a)(ii)), if the following requirements are met when the Resource Obligation is incurred:

(1) No default has occurred with respect to any payment of principal of or interest on any Parity Bonds;

(2) The Finance Director has on file a Consultant's certificate stating that acquisition of the additional resource is consistent with sound electric utility practice and the estimated cost of the Resource Obligation is reasonable; and

(3) The Finance Director has on file a Consultant's certificate stating that estimated annual Net Revenues for the second full Fiscal Year after (A) the date of initial operation of the facilities to be financed as a Resource Obligation or (B) the date of first delivery

of the resource under a contract the costs of which are to be declared to be a Resource Obligation, will be at least equal to 1.25 times Maximum Annual Debt Service for Parity Bonds in any future Fiscal Year. In calculating Annual Debt Service for purposes of this Section 12, if the interest rate on any Parity Bonds is other than a fixed rate, the rate applicable at the time of computation shall be used unless that rate is less than an interest rate equal to the yield to maturity that is the higher of (i) the average of the SIFMA Municipal Swap Index over the 60-month period immediately preceding the date of computation, or (ii) the average of the SIFMA Municipal Swap Index over the 12-month period immediately preceding the date of computation, as determined within ten days prior to the date of computation or, if such computation is being made in connection with the certificate required by this section, then within ten days prior to the date of that certificate.

(ii) A Resource Obligation (1) is included in Costs of Maintenance and Operation for any month in which power and energy or other goods and services from the resource were made available to the Electric Utility during that month, regardless of whether the Electric Utility actually scheduled or received power or energy or other goods and services from the resource during that month, and otherwise (2) is payable from Gross Revenue on a parity of lien with the Parity Bonds.

(iii) No Resource Obligation may be subject to acceleration upon the occurrence of a default thereunder.

(b) *Junior Lien Obligations.* Nothing herein contained prevents the City from (i) issuing revenue bonds or other obligations that are a charge upon the Gross Revenue of the Utility junior or subordinate to the payments required to be made into the Revenue Bond Fund to pay and secure payment of the Parity Bonds or (ii) pledging the payment of assessments from a utility local improvement district into a fund or account created to pay and secure the payment of such junior lien bonds as long as those assessments are levied for improvements constructed from the proceeds of sale of such junior lien bonds, nor shall anything herein contained prevent the City from issuing revenue bonds to refund maturing revenue bonds of the City for the payment of which money is not otherwise available. No junior lien obligation may be subject to acceleration upon the occurrence of a default thereunder.

**Section 13. Tax Covenants.** The City covenants that it will not take or permit to be taken on its behalf any action that would adversely affect the exemption from federal income taxation of the interest on the Bond and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to continue the exemption from federal income taxation of the interest on the Bond.

(a) *Arbitrage Covenant.* Without limiting the generality of the foregoing, the City covenants that it will not take any action or fail to take any action with respect to the proceeds of sale of the Bond or any other funds of the City which may be deemed to be proceeds of the Bond pursuant to Section 148 of the Code and the regulations promulgated thereunder which, if such use had been reasonably expected on the date of delivery of the Bond to the Bank, would have caused the Bond as an “arbitrage bond” within the meaning of such term as used in Section 148 of the Code.

The City represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon. The City will comply with the requirements of Section 148 of the Code and the applicable regulations thereunder throughout the term of the Bond.

(b) *Private Person Use Limitation for Bond.* The City covenants that for as long as the Bond is outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Bond to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Bond in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(3) More than five percent of the Net Proceeds of the Bond are to be used for any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Bond in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly:

(A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or

(B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the Projects financed or refinanced with the proceeds of the Bond or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the Projects financed or refinanced with the proceeds of the Bond, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bond used for the state or local governmental use portion of the Projects financed or refinanced with the proceeds of the Bond to which the Private Person Use of such portion of the Projects financed or refinanced with the proceeds of the Bond relates. The City further covenants that it will comply with any limitations on the use of the Projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Bond. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bond.

(c) *Designation under Section 265(b) of the Code.* The City hereby designates the Bond as a “qualified tax-exempt obligation” for investment by financial institutions under Section 265(b)(3) of the Code. The City does not anticipate that it will issue more than \$10,000,000 in qualified tax-exempt obligations during 2019 (excluding obligations permitted by the Code to be excluded for purposes of the City’s qualification as a qualified small issuer).

(d) *Modification of Tax Covenants.* The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bond. To that end, the provisions of this section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City’s bond counsel that such modification or elimination will not adversely affect the tax exemption of interest on any Bond.

**Section 14. Form of Bond.** The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. N-1

not to exceed \$5,000,000  
(or as much thereof as is  
shown on the attached  
Loan Draw Record)

STATE OF WASHINGTON

CITY OF MILTON  
ELECTRIC REVENUE BOND, 2019

INTEREST RATE: Initially 3.21%, then the Reset Rate, as provided herein

FINAL MATURITY DATE: DECEMBER 1, 2039

REGISTERED OWNER: WASHINGTON FEDERAL N.A.  
425 PIKE STREET  
SEATTLE, WA 98101

TAX IDENTIFICATION #: 91-1661606

PRINCIPAL AMOUNT: NOT TO EXCEED FIVE MILLION and NO/100 DOLLARS (or  
as much thereof as is shown on the attached Loan Draw Record)

THE CITY OF MILTON, WASHINGTON, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (herein called the “City”), hereby acknowledges itself to owe and for value received, promises to pay to the Registered Owner identified above, or registered assigns, the Outstanding Principal Balance (as defined in the hereinafter defined Bond Ordinance) of this bond, in an amount not to exceed the Principal Amount specified above.

This bond is issued pursuant to Ordinance No. \_\_\_\_-19 of the City (the “Bond Ordinance”) to finance the costs of capital improvements to the City’s Electric Utility and paying costs of issuance. Capitalized terms appearing on this bond and not otherwise defined herein shall have the meanings given such terms in the Bond Ordinance.

*Draw Period.* During the Draw Period, the Outstanding Principal Balance on any particular day shall be the aggregate of all funds that the City has Drawn from the date of this bond to that day less the aggregate of all principal payments made by the City on or before that day. Drawings shall be permitted hereunder from the date hereof during the Draw Period until the end of the Draw Period. Following the end of Draw Period, the Term Loan Period will commence, and the Outstanding Principal Balance shall be converted to a fully amortizing loan, and a schedule of principal and interest payments shall be prepared by the Registered Owner and attached to this bond (copies of which shall also be provided to the City). Draws shall be recorded on the Loan Draw Record attached to this bond, or in such other form as the City and the Registered Owner may agree. During the Draw Period, the Outstanding Principal Balance shall bear interest at the Interest Rate, shall be calculated on the basis of a basis of a 360-day year consisting of twelve 30-day months, and shall accrue from the date of each Draw on the principal amount of such Draw outstanding. During the draw period, interest on the Outstanding Principal Balance of this bond shall be paid semiannually on each June 1 and December 1, commencing December 1, 2019. The City may utilize a Draw to pay interest on the Outstanding Principal Balance; however, any Draw used to pay interest shall be added to the Outstanding Principal Balance. The City may pay principal on the Outstanding Principal Balance at any time during the Draw Period as provided in the Bond Ordinance.

*Term Loan Period.* During the Term Loan Period, this bond shall bear interest on unpaid principal at the Interest Rate, and shall be calculated on the basis of a basis of a 360-day year consisting of twelve 30-day months. During the Term Loan Period, this bond shall be repayable in semiannual installments of interest on each June 1 and December 1, commencing June 1, 2021. During the Term Loan Period, principal on this bond shall be repayable in annual installments on each December 1, commencing December 1, 2021, with the final payment of all principal and interest due on the Final Maturity Date. The Registered Owner shall provide an amortization schedule of principal and interest prior to the commencement of the Term Loan Period to the City and to be attached hereto as Exhibit A.

The Registered Owner of this bond has the right, at its sole discretion and regardless of whether or not a default or an Event of Default has occurred and is continuing, to require (with 180 days advance notice to the City) prepayment in full of the Outstanding Principal Balance and accrued but unpaid interest on this Bond on each Rate Reset Date. If the Bank’s option is not exercised on each Rate Reset Date, interest on this Bond will be recalculated according to the Reset Rate, and paid until the next Rate Reset Date or the Final Maturity Date, whichever the case may be.

Both principal of and interest on this bond are payable in lawful money of the United States of America. The Finance Director of the City is acting as the initial registrar, authenticating agent and paying agent for this bond (the “Bond Registrar”). Upon the final

payment of principal and interest of this bond, the Registered Owner shall present and surrender this bond to the Bond Registrar.

This bond may be prepaid as provided in the Bond Ordinance.

This bond may be transferred only in whole to a financial institution and only if endorsed in the manner provided in the Bond Ordinance and surrendered to the Bond Registrar. The Registered Owner will not transfer this bond to a subsequent investor unless the Registered Owner causes such investor to receive such information regarding the City and this bond as is necessary to comply with applicable securities laws.

The principal of and interest on the Bond are payable solely out of the special fund of the City known as the “Electric Utility Revenue Bond Fund” (the “Revenue Bond Fund”), established by Ordinance No. \_\_\_\_\_ of the City and renamed and continued by the Bond Ordinance. The Bond is a special limited obligation of the City and is not an obligation of the State of Washington or any political subdivision thereof other than the City. The Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing power of the City or the State of Washington or any other subdivision thereof is pledged to the payment of the Bond.

Under the Bond Ordinance, the City is obligated to set aside and pay into the Revenue Bond Fund out of Gross Revenue of the Utility certain fixed amounts sufficient to pay when due the principal of and interest on the Bond, as provided in the Bond Ordinance. To the extent provided by the Bond Ordinance, the amounts pledged to be paid from Gross Revenue of the Utility into the Revenue Bond Fund and accounts therein are a lien and charge thereon equal in rank to the lien and charge upon Gross Revenue of the Utility of the amounts required to pay and secure the payment of any Future Parity Bonds, and superior to all other liens and charges of any kind or nature, except the Costs of Maintenance and Operation of the Electric Utility.

The City has further bound itself to maintain the Utility in good repair, working order and condition, to operate the same in an efficient manner and at a reasonable cost, and to establish, maintain and collect rates and charges for as long as the Bond is outstanding that it will make available, for the payment of the principal thereof and interest thereon as the same shall become due.

The pledge of revenue of the Electric Utility and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the Bond upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

The City has designated this bond as a “qualified tax-exempt obligation” for purchase by financial institutions pursuant to Section 265(b) of the Internal Revenue Code. This bond is not private activity bond.

This bond is not a general obligation of the City. The City hereby covenants and agrees with the owner and holder of this bond that it will keep and perform all the covenants of this bond and the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar.

It is hereby certified and declared that this bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and ordinances of the City and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done and performed.

IN WITNESS WHEREOF, the City of Milton has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the manual or facsimile seal of the City to be impressed or imprinted hereon, all as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MILTON, WASHINGTON

By \_\_\_\_\_ /s/ facsimile or manual  
Mayor

ATTEST:

\_\_\_\_\_/s/ facsimile or manual  
City Clerk

The Certificate of Authentication for the Bond shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_, 2019

This bond the bond described in the within-mentioned Bond Ordinance and is the Electric Revenue Bond, 2019, of the City of Milton, Washington dated \_\_\_\_\_, 2019.

FINANCE DIRECTOR OF THE CITY OF  
MILTON, as Bond Registrar

By \_\_\_\_\_  
Authorized Signer

**Section 15. Execution of Bond.** The Bond shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk, and the seal of the City shall be impressed, imprinted or otherwise reproduced thereon.

The Bond shall be valid only if the Certificate of Authentication in the form hereinbefore recited has been manually executed by or on behalf of the Bond Registrar. Such Certificate of Authentication shall be conclusive evidence that the Bond as authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons who at the date of the actual execution of such Bond, are the proper officers of the City, although at the original date of such Bond any such person shall not have been such officer of the City.

**Section 16. Defeasance.** In the event that money and/or noncallable Government Obligations that are direct obligations of the United States or obligations unconditionally guaranteed by the United States, maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire part or all of the Bond in accordance with its terms, are set aside in a special account of the City to effect such redemption and retirement, and such money and the principal of and interest on such Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Revenue Bond Fund for the payment of the principal of and interest on the Bond so provided for, and such Bond or portion thereof shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive the money so set aside and pledged, and such Bond shall be deemed not to be outstanding hereunder.

**Section 17. Lost, Stolen or Destroyed Bond.** In case the Bond shall be lost, stolen or destroyed, the Bond Registrar may execute and deliver a new Bond of like date, number and tenor to the Bank thereof upon the Bank's paying the expenses and charges of the City and the Bond Registrar in connection therewith and upon its filing with the City evidence satisfactory to the City and the Bond Registrar that such Bond was actually lost, stolen or destroyed and of its ownership thereof, and upon furnishing the City and Bond Registrar with indemnity satisfactory to the City.

**Section 18. No Undertaking to Provide Ongoing Disclosure.** The Bond is not subject to the Rule, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

The City shall provide the Bank its annual financial statements (including audited statements when received) for as long as the Bond is outstanding and held by the Bank, within 270 days after the close of each Fiscal Year.

**Section 19. Amendments.**

(a) The Council from time to time and at any time may pass an ordinance or ordinances supplemental hereof, which ordinance or ordinances thereafter shall become a part of this ordinance, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the City in this ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the holders of any Parity Bonds, or to surrender any right or power herein reserved.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this ordinance or any ordinance authorizing future Parity Bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the holders of Parity Bonds.

Any such supplemental ordinance may be adopted without the consent of the holders of any Parity Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this section.

(b) With the consent of the holders of not less than 65% in aggregate principal amount of the Parity Bonds at the time outstanding, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) Extend the fixed maturity of any Parity Bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the holder of each bond so affected; or

(2) Reduce the aforesaid percentage of bondholders required to approve any such supplemental ordinance, without the consent of the holders of all of the Parity Bonds then outstanding.

It shall not be necessary for the consent of bondholders under this subsection (b) to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

For the purpose of consenting to amendments under this Section 19(b) except for amendments that alter the interest rate on any Parity Bonds, the maturity date, interest payment dates, purchase upon tender or redemption of any Parity Bonds, the issuer of a Credit Facility shall be deemed to be the sole Registered Owner of the Parity Bonds that are payable from such Credit Facility and that are then outstanding.

(c) Upon the passage of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this ordinance and all holders of Parity Bonds outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this ordinance for any and all purposes.

(d) Parity Bonds executed and delivered after the execution of any supplemental ordinance passed pursuant to the provisions of this section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds so modified as to conform, in the opinion of the Council, to any modification of this ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the holders of any affected Parity Bonds then outstanding, upon surrender for cancellation of such bonds with all unmatured coupons and all matured coupons not fully paid, in equal aggregate principal amounts.

**Section 20. Severability.** If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provision of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

**Section 21.** **Effective Date.** This ordinance shall be effective five days from its passage and publication as required by law.

PASSED by the Milton City Council the \_\_\_\_ day of June, 2019, and approved by its Mayor, the \_\_\_\_ day of June, 2019.

---

SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

---

TRISHA SUMMERS, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

---

CYNTHIA M. WEED, K&L GATES LLP  
BOND COUNSEL

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: 1970-19

**EXHIBIT A**  
**PURCHASE OFFER**

**Washington Federal.**  
invested here.

Pete Sullivan  
Vice President  
425 Pike Street  
Seattle, WA 98101  
206-626-8111  
pete.sullivan@wafd.com

April 22, 2019

Tara Dunford  
Finance Manager  
City of Milton  
1000 Laurel Street,  
Milton, WA 98354

Sent via email to: [tdunford@cityofmilton.net](mailto:tdunford@cityofmilton.net)

Regarding: \$5,000,000 Line of Credit that Converts to a Term Loan

Dear Ms. Dunford:

We enclose a summary of terms and conditions outlining the proposed terms under which Washington Federal may extend credit to the City of Milton. Please note that this is not a commitment to lend.

Washington Federal appreciates the opportunity to provide our financing proposal. Please call Pete Sullivan at 206-626-8111 to discuss any questions or comments you may have regarding our proposal. We look forward to working with you.

Sincerely,



Pete Sullivan  
Vice President

---

**Parties to the Transaction:**

---

*BORROWER:* City of Milton (the "Borrower")

*LENDER:* Washington Federal N.A. (the "Bank")

---

**The Facility:**

---

*FACILITY:* Line of Credit Converting to Term Loan (the "Credit Facility")

*FACILITY AMOUNT:* \$5,000,000 (not to exceed)

*CLOSING DATE:* May 31, 2019 (estimated)

*ADVANCES* Advances under the Credit Facility may be requested on any banking day.

*REPAYMENT/MATURITY:* **Draw Period – Closing to 12/1/2020**  
The Borrower must pay the Credit Facility in semi-annual payments of accrued interest (June 1, December 1).

- Principal payments are not required during the draw period.
- The draw period ends on 12/1/2020.

**Term Loan Period – 12/1/2020 to 12/1/2039**

Interest on the Credit Facility shall be paid semi-annually on each June 1 and December 1, beginning June 1, 2021.

Equal principal payments on the Credit Facility shall be repaid annually each year on December 1, beginning December 1, 2021.

The Credit Facility will mature, and all unpaid principal and interest will be due and payable at a Put Option or at maturity on December 1, 2039.

*PREPAYMENT:* The Borrower may prepay the Credit Facility at any time prior to maturity with a prepayment fee. The prepayment fee shall be in an amount sufficient to compensate the Bank for any loss incurred by it as a result of the prepayment, including any loss arising from the liquidation or reemployment of funds obtained by it to maintain the funds used to purchase the Credit Facility.

Without penalty, the Borrower has the option to pay the Credit Facility in full on 12/1/2028 and again on 12/1/2033.

**INTEREST CALCULATION:** All calculations of interest shall be made on a 30 day month and a 360 day year.

**SECURITY:** The Credit Facility will be secured by a parity interest in all rates, charges and receipts arising from the operation or ownership of the Electric System, after the payment of Costs of Maintenance and Operation of the System (the "Net Revenue").

The Credit Facility constitutes a lien and charge upon the pledged revenue prior and superior to any charges whatsoever, except that the lien is on parity with the Borrowers senior lien bonds.

**CONVERSION TO TERM LOAN:** On 12/1/2020, the balance of the line of credit will automatically convert to an 18 year fully amortizing term loan, provided the Borrower is not in default.

**PUT OPTION:** The maturity date of the Credit Facility will be 12/1/2039; provided however that the Bank will have the right, at its sole discretion and regardless of whether or not a default or an event of default has occurred and is continuing, to require (with 180 days of advance notice) prepayment in full of all principal and accrued but unpaid interest on its Credit Facility on 12/1/2028. If the Bank's Put Option is not exercised on 12/1/2028, the right shall be repeated on 12/1/2033.

---

**Fees and Expenses:**

---

**ORIGINATION FEE:** \$2,500

**BANK COUNSEL FEE:** \$5,000 – Hillis, Clark, Martin & Peterson

---

**Rates:**

---

**INTEREST RATE:** This rate is set and locked till closing.

3.49% – A Tax Exempt Rate

**INTEREST RATE RESET:** If the Put Option is waived, the Interest Rate will be reset based on the 5-year Bloomberg Swap Rate (or comparable index), plus 1.85%, multiplied by the calculation of 100 minus the highest marginal tax rate applied to subchapter C corporations, expressed as a decimal (currently 0.79).

**EXPIRATION:** This proposal letter shall automatically expire on May 31, 2019.



---

**Covenants and Financial Reporting Requirements:**

---

- COVENANTS: Usual and customary for transactions of this type, including:
- (a) The Borrower shall establish, maintain and collect rates and charges that shall be sufficient to provide Net Revenues equal to at least 1.25 times the annual maximum debt service on the outstanding System Bonds.
  - (b) A Reserve Account will be maintained equal to the average Annual Debt Service of all Parity Bonds Outstanding; provided that the Reserve Account Requirement shall not exceed the least of (i) Maximum Annual Debt Service; (ii) 125% of Average Annual Debt Service; (iii) 10% of the proceeds of the stated principal amount of such Parity Bonds.
    - i. The funds in the Reserve Account need to be held at Washington Federal.
- REPORTING REQUIREMENTS: The Borrower shall provide the following information and statements in form and content acceptable to the Bank:
- (a) Within 270 days after the close of each financial year of the Borrower, the complete audited financial statements of the Borrower.

---

**Description of Basic Terms and Conditions**

---

- DOCUMENTATION: Documentation will be usual and customary for transactions of this type, including:
- (a) A copy of the Resolution passed by the Council/Board authorizing the issuance of the Credit Facility;
  - (b) A receipt of the original signed Note or Bond at closing;
  - (c) The resolution or financing/bond purchase agreement ("Agreement"), prepared by bond counsel and subject to approval by Bank Counsel.
    - i. The Agreement will include, but is not limited to, the terms and conditions outlined herein, as well as provisions that are customary and standard with respect to conditions precedent, representations and warranties, covenants, events of default and remedies;
  - (d) An unqualified legal opinion of nationally recognized bond counsel, in form and substance acceptable to Bank and its legal counsel that:
    - i. The resolution and all documents related to the Credit Facility have been properly adopted, authorized and executed; and
    - ii. The resolution and all documents related to the Credit Facility constitute a legally binding obligation of the



- Borrower and enforceable according to their terms (subject to standard exceptions).
- iii. Opinion of counsel that the term portion of the loan under the revolving line of credit option will be treated in parity with all other senior lien holders at the time of conversion.

EVENTS OF DEFAULT: Usual and customary in transactions of this type including, without limitation the following:

- (a) Nonpayment of principal, interest, fees or other amounts; or a
- (b) Failure to perform or observe covenants/reporting requirements set forth in the loan documentation;
- (c) The Borrower must maintain a debt rating of A3 or comparable.

---

**Description of the Process:**

---

THE PROPOSAL: This summary of terms is not a commitment. It represents a willingness on the part of the Bank to seek approval to provide the commitment indicated herein and consummate a transaction based on the terms and conditions outlined in the proposal and is subject to:

- (a) Final credit approval (see "Credit Process" below),
- (b) Such any due diligence as Bank may require, and
- (c) Agreement as to all final terms and conditions and satisfactory documentation thereof (including satisfactory legal opinions).

CREDIT PROCESS: The credit process will take approximately 4-weeks from the point at which the Bank is officially awarded the transaction and has in its possession all materials necessary to undertake a full credit analysis.

Washington Federal is a Seattle based, FDIC insured financial institution with total assets in excess of \$16 billion. Washington Federal and assigned contacts have specific experience in lending to governmental issuers.

---

**Contacts:**

---

BANK: Washington Federal N.A.  
Pete Sullivan  
425 Pike Street  
Seattle, WA 98101  
206-626-8111  
pete.sullivan@wafd.com

BANK COUNSEL: Hillis Clark Martin & Peterson P.S.  
Brandon Pond  
999 Third Avenue, Suite 4600  
Seattle, Washington 98104  
206.470-7623



brandon.pond@hcmp.com

---

**Agreement by the Borrower:**

---

By signing below, the Borrower agrees to engage the Bank to provide the Credit Facility pursuant to the terms and conditions stated in this proposal, including the Borrower's responsibility for the Bank's legal fees even if closing & funding does not occur.

Please evidence your agreement with the foregoing by signing and returning a copy of this document to the Bank.

**Accepted and Agreed to:**

**City of Milton**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

---

**Disclosure:**

---

The transaction contemplated by this term sheet is an arm's length, commercial transaction between you and the Bank, in which the Bank (i) is acting solely as a principal and for its own interest; (ii) is not acting as a municipal advisor or financial advisor to you; (iii) has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; and (iv) is not recommending that you take any action with respect to the transaction contemplated by this term sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as it deems appropriate.

The only obligations the Bank has to you with respect to the transaction contemplated hereby are set forth in this term sheet. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This term sheet is provided to you pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rule of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*

**PLEASE BE ADVISED THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**



**From:** [Pete Sullivan](#)  
**To:** [Kurtz, Traci](#); [tdunford@cityofmilton.net](mailto:tdunford@cityofmilton.net); [brandon.pond@hmp.com](mailto:brandon.pond@hmp.com)  
**Cc:** [Weed, Cynthia](#)  
**Subject:** RE: City of Milton, Washington Electric Revenue Bond, 2019 - Draft Bond Ordinance [KLG-USW\_Active01.FID701488]  
**Date:** Wednesday, June 05, 2019 11:50:55 AM  
**Attachments:** [image001.png](#)

---

My only comment on this round of docs is regarding the interest rate. In the term sheet and in the docs, we have a 3.49% rate. Since the term sheet was issued, rates have lowered considerably. To account for this change, we'd like to reduce the City's rate to **3.21%**. The **3.21%** will be locked and held until closing.

It's our please to be able to work with the City of Milton and we look forward to the years ahead.

Pete

**Pete Sullivan**  
*VP, Relationship Manager – Municipal Lender*  
Commercial Banking

**Washington Federal.**  
**invested here.**

425 Pike Street, Seattle, WA 98101  
Office: 206-626-8111  
[pete.sullivan@wafd.com](mailto:pete.sullivan@wafd.com)

Washington Federal (the "Bank") is providing the information contained in this email for discussion purposes only in connection with a proposed arm's-length commercial banking transaction between you and the Bank. In providing this information, the Bank: (i) is acting for its own financial and other interests that may differ from yours; (ii) is not acting as your financial advisor and has no fiduciary duty to you in connection with these materials; and (iii) is not recommending any action with respect to the information contained in this document. Before acting on this information, it should be discussed with the financial and legal, accounting, tax and other advisors you deem appropriate.

Confidentiality Notice: This email and its attachments are confidential. If you received this email in error, please notify the sender and delete immediately. Thank you. Washington Federal NMLS# Company #410394



**EXHIBIT B**

CITY OF MILTON, WASHINGTON  
ELECTRIC REVENUE BOND, 2019  
REQUEST FOR DRAW NO. \_\_

TO: WASHINGTON FEDERAL N.A.  
425 PIKE STREET  
SEATTLE, WA 98101  
-or-  
By email  
Addressed to: pete.sullivan@wafd.com

On behalf of the City of Milton, Washington (the “City”), I hereby certify that:

1. I am the Designated City Representative of the City, and that I am authorized to request this Draw under Ordinance No. \_\_\_\_-19 of the City authorizing issuance of the Electric Revenue Bond, 2019 (the “Bond Ordinance”) and to make the representations on behalf of the City set forth herein. Terms not otherwise defined herein shall have the meanings set forth in the Bond Ordinance.

2. The amount of this Draw is \$\_\_\_\_\_.

3. The Draw will be expended for costs of the Projects or costs of issuance of the Bond.

4. Please disburse the Draw to the City on [insert date] by depositing funds as follows:

Bank Name:	[insert]
ABA Number:	[insert]
Account Name:	[insert]
Account number:	[insert]

Dated this \_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF MILTON, WASHINGTON

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

Name: \_\_\_\_\_  
as Designated City Representative

CERTIFICATE

I, the undersigned, City Clerk of the City Council, of the City of Milton, Washington (the “City”) and keeper of the records of the City Council (the “City Council”), DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. \_\_\_\_-19 of the City Council (the “Ordinance”), duly passed at a regular meeting thereof held on the 17th day of June, 2019.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the adoption of the Ordinance; that all other requirements and proceedings incident to the proper adoption of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of June, 2019.

---

City Clerk

This Page Left Intentionally Blank



## Agenda Item #: 6C

**To:** Mayor Styron Sherrell and City Council Members  
**From:** Tony Hernandez, Police Chief  
**Date:** June 17, 2019  
**Re:** Pedestrian Interactions with Occupants of Vehicles and Aggressive Begging

---

**ATTACHMENTS:** Ordinance 1969-19, Chapter 9.35

---

### TYPE OF ACTION:

Information Only    Discussion    Action    Public Hearing

**Recommendation/Action:** “I move to approve Ordinance 1969-19, adding a new Chapter 9.35 to the Milton Municipal Code to codify regulations pertaining to pedestrian interactions with occupants of vehicles and begging.”

**Fiscal Impact/Source of Funds:** This item has no budget impact.

---

**Issue:** Certain roadways or roadway types in the City of Milton have higher accident rates and require increased driver attention. The purpose of this ordinance is to promote the City’s fundamental interest in public peace, health, and safety, by regulating certain pedestrian interaction with occupants of vehicles being operated upon certain designated roadways which have been found to pose substantial risks to vehicular and pedestrian safety due to high traffic volumes. Furthermore, aggressive begging or solicitation in specific public areas such as, automated teller machines, entrances and exits from buildings, is especially troublesome because persons cannot readily escape from the undesired conduct, which often carries with it an implicit threat to both persons and property as well as incidental to the aggressive begging activities imperiling of the health, safety and welfare of the citizens.

**Discussion:** The City of Milton recognizes the constitutional right of persons to solicit and beg, in a peaceful and non-threatening manner. However, aggressive begging in certain places becomes disruptive, or as incident to the aggressive begging, enters a roadway blocking vehicular traffic or blocking pedestrian traffic creating a public safety hazard for the public or emergency responders. Individuals who approach or follow pedestrians, making repetitive requests for donations of money despite refusals, or escalate in begging using abusive or profane language, or make unwanted physical contact create the loss of access to and enjoyment of public places but also enhanced a

sense of fear, intimidation, and disorder as well as actual danger to the health, safety and welfare of citizens. (See Attached)

ORDINANCE NO. 1969-19

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, ADDING A NEW CHAPTER 9.35 TO THE MILTON MUNICIPAL CODE TO CODIFY REGULATIONS PERTAINING TO PEDESTRIAN INTERACTIONS WITH OCCUPANTS OF VEHICLES AND BEGGING; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Milton recognizes that begging including but not limited to solicitation may be an activity protected by the First Amendment to the United States Constitution; and

WHEREAS, the City Council finds that regulation of aggressive begging, begging at sensitive areas or times, as well as obstructing vehicle traffic promotes public safety and protects residents, drivers and visitors; and

WHEREAS, the City Council finds that the regulation of aggressive begging protects residents and visitors from dangerous and abusive behavior that no one should have to endure; and

WHEREAS, the City Council finds that the regulation of begging at sensitive areas or times helps protect residents and visitors at sensitive areas or times where they may be more vulnerable or not positioned well to handle an interaction of that type; and

WHEREAS, the City Council finds that the regulation of pedestrian interactions with vehicles will result in safe traffic flow, prevention of traffic congestion, safety of pedestrians, and safety of vehicle passengers and drivers; therefore;

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

**Section 1.** Findings. The recitals set forth above are hereby adopted as the Milton City Council's findings in support of this ordinance.

**Section 2.** A new Milton Municipal Code Section 9.35 is hereby added to the municipal code as follows:

**9.35.010 Purpose.**

**9.35.020 Definitions.**

**9.35.030 Unlawful pedestrian interaction with occupants of vehicles on a prohibited roadway – Exceptions.**

**9.35.040 Aggressive Begging**

**9.35.050 Begging Restricted**

**9.35.060 Violation – Penalty.**

**9.35.010 Purpose.**

Certain roadways or roadway types in Milton have statistically higher accident rates and require increased driver attention. The purpose of this section is to promote the city's fundamental interest in public peace,

health, and safety, by regulating certain pedestrian interaction with occupants of vehicles that are being operated upon certain designated roadways which have been found to pose substantial risks to vehicular and pedestrian safety due to high volume traffic, limited or no parking, historical accident data, and/or other safety factors. The aggressive begging sections are meant to discourage aggressive begging that is coercive, with actual or implied threats, or menacing actions or if a beggar uses physical force or extreme aggressive action.

### **9.35.020 Definitions.**

In this chapter:

“Aggressive begging” means: (1) begging with intent to intimidate another person into giving money or goods by any means including repeated requests for money while approaching or following the person from whom funds are being requested; (2) continuing to solicit from a person or continuing to engage that person after the person has given a negative response to such soliciting; (3) following a person with intent to solicit money or other things of value; (4) begging with use of false, misleading information, where the person knew or reasonably should have known of the falsity or misleading nature of the information; (5) begging with or involving activities that are unsafe or dangerous to any person or property; (6) begging in a manner that exploits children; or (7) willfully providing or delivering, or attempting to provide or deliver unrequested or unsolicited services or products with a demand or exertion of pressure for payment in return.

“Automated teller machine” means a machine, other than a telephone: (1) that is capable of being operated by a customer of a financial institution; (2) by which the customer may communicate with the financial institution a request to withdraw, deposit, transfer funds, make payment, or otherwise conduct financial business for the customer or for another person directly from the customer’s account or from the customer’s account under a line of credit previously authorized by the financial institution for the customer; and (3) the use of which may or may not involve personnel of a financial institution.

“Begging” means asking for money or goods as a charity, whether by words, bodily gestures, signs or other means.

“Enter” means to cross the vertical plane of the edge of a prohibited roadway with any part of a person’s body, any implement or device, or any extension thereof.

“Exploit” means using in an unethical, selfish or abusive manner or in any other manner that seeks an unfair advantage.

“Financial institution” means any banking corporation, credit union, foreign exchange office. For purposes of this section, it shall also include any check cashing business.

“Interact” means actual physical contact or the giving or receiving of any item from one person to another.

“Intimidate” means to coerce or frighten into submission or obedience or to engage in conduct which would make a reasonable person fearful or feel compelled.

“On and off ramps” refers to the areas commonly used to enter and exit public highways from any City roadway or overpass.

“Overpass” means an elevated section of roadway which passes over another roadway.

“Prohibited roadway” means any roadway designated in this chapter as being historically or inherently more associated with vehicle and/or pedestrian accidents or high traffic volumes or complicated roadways requiring full driver attention.

“Public place” means: (1) any public road, alley, lane, parking area, sidewalk, or other publicly owned building, facility or structure; (2) any public playground, school ground, recreation ground, park, parkway, park drive, park path or rights-of-way open to the use of the public; or (3) any privately owned property adapted to and fitted for vehicular or pedestrian travel that is in common use by the public with the consent, expressed or implied, of the owner or owners.

“Public transportation facility” means a facility or designated location that is owned, operated, or maintained by a city, county, county transportation authority, public transportation benefit area, regional transit authority, or metropolitan municipal corporation within the state for the purpose of facilitating bus and other public transportation.

“Public transportation vehicle” means any vehicle that is owned by a city, county, county transportation authority, public transportation benefit area, regional transit authority, or metropolitan municipal corporation within the state for the purpose of facilitating bus and other public transportation.

“Roadway” has the meaning given that term in RCW 46.04.500, as currently adopted or as it may be amended in the future.

“Roundabout” means a circular intersection where drivers travel counterclockwise around a center island.

“Vehicle” has the meaning given that term in RCW 46.04.670, as currently adopted or as it may be amended in the future.

**9.35.030 Unlawful pedestrian interaction with occupants of vehicles on a prohibited roadway – Exceptions.**

A. It shall be unlawful for any pedestrian to enter a prohibited roadway and interact with or to verbally engage an occupant of any operating vehicle.

B. Exceptions. It is not a violation under this section if the person entering a prohibited roadway:

1. Contacts a vehicle occupant when the vehicle is legally parked;
2. Is summoning aid in an emergency; or
3. Is a law enforcement officer in the performance of official duties.

C. Prohibited roadways within the city are designated as:

1. In or within 200 feet of any roundabout.
2. Within 500 feet of any 4-way intersection which contains a traffic control light or stop sign.

2. Within 200 feet of an overpass.

**9.35.040 Aggressive Begging**

It is unlawful for any person to engage in aggressive begging in any public place in the City, as those terms are defined by this chapter.

**9.35.050 Begging Restricted**

Begging shall be deemed a violation of this section under the following conditions: (A) within 25 feet of an ATM machine or financial institution; (B) within 15 feet of any (1) occupied handicapped parking space, or (2) bus stop, train station or in any public parking lot or structure or walkway dedicated to such parking lot or structure; (C) before sunrise or after sunset at any public transportation facility or on any public transportation vehicle or (D) while a person is under the influence of alcohol or controlled substances.

**9.35.060 Violation – Penalty.**

Violation of this section shall be a misdemeanor, punishable by a fine up to \$1,000 or by a jail sentence of up to 90 days, or by both such fine and jail time.

**Section 3. 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 4. Publication.** This ordinance shall be published by an approved summary consisting of the title.

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

PASSED by the Council and approved by the Mayor of the City of Milton, this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MILTON

\_\_\_\_\_  
Mayor Shanna Styron Sherrell

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Trisha Summers, City Clerk

APPROVED AS TO FORM:

---

Ogden Murphy Wallace, City Attorney

Published:

Effective Date:

This Page Left Intentionally Blank



## Agenda Item #: 6D

**To:** Mayor Styron Sherrell and City Council Members  
**From:** Tony Hernandez, Police Chief  
**Date:** June 17, 2019  
**Re:** Parking Code Revisions

---

**ATTACHMENTS:** 1. Ordinance 1968-19  
2. MMC 10.24

---

### TYPE OF ACTION:

Information Only    Discussion    Action    Public Hearing

**Recommendation/Action:** “I move to accept Ordinance 1968-19, revising Chapter 10.24 of the Milton Municipal Code as it relates to parking regulations.”

**Fiscal Impact/Source of Funds:** This item has no budget impact.

---

**Issue:** The Planning Commission provided a draft for proposed changes to the City’s Parking Code to provide the Police Department better tools for the enforcement of the City’s goals and vision. The draft was returned by council to the Chief of Police to review and make changes.

**Discussion:** As part of their 2018 Work Plan, the Planning Commission was assigned the task of evaluating the parking code to “consider if the full code reflects Milton’s current needs”. On March 16th Council returned the document to the Chief of Police to reviewed with City Attorney for constitutionality and enforceability. The revised Parking Ordinance proposed is endorsed by the Chief Police. (See Attached)

This Page Left Intentionally Blank

1 **ORDINANCE NO. 1961-19**

2  
3 AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, AMENDING  
4 CHAPTER 10.24 OF THE MILTON MUNICIPAL CODE AS IT RELATES  
5 TO NO PARKING ZONES; ENTERING LEGISLATIVE FINDINGS;  
6 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

7  
8  
9 WHEREAS, the City currently enforces parking code pursuant to Chapter 10.24 of the  
10 Milton Municipal Code; and

11  
12 WHEREAS, this code is outdated and needs revisions; and NOW THEREFORE,

13  
14 THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, DO ORDAIN AS  
15 FOLLOWS:

16  
17 **Section 1. Findings.** The recitals set forth above are hereby adopted as the Milton City  
18 Council’s findings in support of this ordinance.

19  
20 **Section 2.** Section 10.24 is hereby amended as follows:  
21

22 **Chapter 10.24**  
23 **NO PARKING ZONES**

24 Sections:

- 25 [10.24.005](#) Definitions.
- 26 [10.24.010](#) Highway 99.
- 27 [10.24.020](#) Milton Way – Business district (B) zone.
- 28 [10.24.030](#) Extended parking and certain vehicles prohibited.
- 29 [10.24.080](#) Model Traffic Ordinance superseded.
- 30 [10.24.090](#) Erasing chalk marks.
- 31 [10.24.110](#) Penalties.
- 32 [10.24.120](#) Impoundment.
- 33 [10.24.130](#) Additional enforcement procedures.

34 **10.24.005 Definitions.**  
.....

35 For the purpose of this chapter:

36 A. “Park or parking” means the standing of a vehicle, whether occupied or not, otherwise than  
37 temporarily for the purpose of and while actually engaged in loading or unloading merchandise  
38 or passengers.

39 ~~A. B.~~ “Person” means and includes any individual, firm, co-partnership, or corporation.

40 C. “Stand or standing” means the halting of a vehicle, whether occupied or not, otherwise than  
41 for the purpose of and while actually engaged in receiving or discharging passengers.

42 ~~B. D.~~ “Street” means any public street, avenue, road, boulevard, highway or other public place located in the  
43 city and established for the use of vehicles.

44 ~~C. E.~~ “To park (or stand) a vehicle” means there is a prima facie presumption that the registered owner of a  
45 violator vehicle was the person who parked such vehicle.

46 ~~D. F.~~ “Recreational vehicle” means an enclosed piece of equipment dually used as both a vehicle, a temporary  
47 travel home or a full-time home.

48 ~~E. G.~~ “Truck” means any of various motor vehicles with a weight capacity in excess of 10,000 pounds, or  
49 exceeding seven and one-half feet in width, or exceeding 20 feet in length, designed for carrying or pulling  
50 loads, or truck-trailer combinations, including without limitation those commonly known as “semi-trucks.”

51 ~~F. H.~~ “Vehicle” means every device capable of being moved upon a public highway and in, upon, or by which  
52 any persons or property is or may be transported or drawn upon a public highway, including bicycles, boats,  
53 recreational vehicles and trailers. The term does not include devices other than bicycles moved by human or  
54 animal power or used exclusively upon stationary rails or tracks. (Ord. 1683 § 1, 2006).

#### 55 **10.24.010 Highway 99.**

---

56 It is unlawful for any person to stop, stand or park any vehicle on the highway right-of-way of that section of  
57 Pacific Highway 99 that lies within the corporate limits of the city. (Ord. 1683 § 1, 2006; Ord. 1469 § 1, 2001;  
58 Ord. 927 §§ 1, 2, 1983).

#### 59 **10.24.020 Milton Way – Business district (B) zone.**

---

60 It is unlawful for any person to park any vehicle on the arterial right-of-way, except emergency parking, of  
61 Milton Way that is zoned (B) business district or mixed use town center (MX) as defined in Chapters [17.28](#) and  
62 [17.30](#) MMC and the current city of Milton zoning map. (Ord. 1683 § 1, 2006; Ord. 1469 § 2, 2001).

63 **10.24.030 Extended parking and certain vehicles prohibited.**

64 A. It is unlawful to park ~~a qualified any~~ vehicle upon the rights-of-way of the city for more than 72 consecutive  
65 hours in any 80-hour period, even if the vehicle is moved from one portion of any right-of-way to another.

66 ~~B. This section shall only apply to vehicles in which the registered owner and/or person responsible for parking~~  
67 ~~has received actual notice of the parking requirements of this section. Actual notice shall include, but not be~~  
68 ~~limited to, the following:~~

69 ~~1. Actual receipt of a copy of this section or infraction for a prior violation of this section;~~

70 ~~2. A mailed copy of this section to the address of the registered owner (provided, that three days~~  
71 ~~have elapsed since mailing); or~~

72 ~~3. Affixing a copy of this section to the windshield of the offending vehicle.~~

73 B. Notice of illegally parked vehicle.

74 Whenever any motor vehicle without driver is found parked, angle parked, or stopped in violation of any of the  
75 restrictions imposed by ordinance of the City of Milton, the officer finding such vehicle shall take its registration  
76 number and may take any other information displayed on the vehicle which may identify its user, and shall  
77 conspicuously affix to such vehicle a notice in writing, on a form provided by the city, for the driver to answer to  
78 the charge against him within 24 hours at a place specified in the notice. The officer shall deposit the complaint  
79 and the abstract of court record copy of such traffic complaint and citation with the police judge or municipal  
80 traffic judge, as the case may be, of the City of Milton, having jurisdiction over the offense. If the Officer feels  
81 that the vehicle is posing a danger to public safety, the Officer may impound the vehicle at the owners'  
82 expense.

83  
84  
85 C. Failure to comply with notice attached to parked vehicle.

86 If a violator of the restrictions on stopping, standing, or parking under the traffic laws or ordinances does not  
87 appear in response to a notice affixed to such motor vehicle within a period of 24 hours, the clerk of the traffic  
88 court shall send to the owner of the motor vehicle to which the notice was affixed a letter informing him of the  
89 violations and warning him that in the event such letter is disregarded for a period of five days, a warrant of  
90 arrest will be issued-a fine of two hundred fifty dollars will be issued.

91  
92  
93 D. Presumption in reference to illegal parking.

94 1. In any prosecution charging a violation of any law or regulation governing the standing or parking of a  
95 vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law  
96 or regulation, together with proof that the defendant named in the complaint was at the time of such

97 parking the registered owner of such vehicle, shall constitute prima facie evidence that the registered  
98 owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the  
99 time during which, such violation occurred.

100  
101 2. The foregoing stated presumption shall apply only when the procedure as prescribed in MMC  
102 10.24.030(B) and 10.24.030(C) has been followed.

103  
104 ~~C. "Qualified vehicles," for purposes of this section, means a large vehicle, a recreational vehicle or a trailer. A~~  
105 ~~large vehicle is a vehicle over 10,000 pounds in weight. A trailer includes a boat trailer, camping trailer, house~~  
106 ~~trailer, utility trailer, or any other vehicle or conveyance designed to be connected to or drawn by a motor~~  
107 ~~vehicle or dray animal. (Ord. 1683 § 1, 2006).~~

#### 108 **10.24.080 Model Traffic Ordinance superseded.**

---

109 The requirements of this section supersede any conflicting provisions in the Model Traffic Ordinance, as  
110 adopted by MMC [10.04.010](#), as now or hereafter amended. (Ord. 1683 § 1, 2006).

#### 111 **10.24.090 Erasing chalk marks.**

---

112 It is a traffic infraction to remove time marks for purposes of evading parking enforcement. "Time marks" are  
113 chalk marks on tires or other means by which parking enforcement officials keep track of parking time. (Ord.  
114 1683 § 1, 2006).

#### 115 **10.24.100 Obstruction of Traffic.**

116 No person shall park any vehicle upon a street, other than an alley, in such a manner or under such conditions  
117 as to leave available less than eight feet of the width of the roadway in each direction of travel for a total of 16  
118 feet for free movement of vehicular traffic.

##### 119 A. On narrow streets.

120  
121 1. The Public Works Director is authorized to erect signs indicating no parking upon both sides of a street  
122 when the width of the improved roadway does not exceed 26 feet, or upon one side of a street as indicated  
123 by such signs when the width of an improved roadway is between 26 and 34 feet.

124 2. When official signs prohibiting parking are erected upon narrow streets as authorized herein, no  
125 person shall park a vehicle upon any such street in violation of any such sign.

##### 126 B. Near hazardous or congested places.

127

128 1. The Public Works Director is authorized to determine and designate by proper signs, places not  
129 exceeding 200 feet in length in which the stopping, standing, or parking of vehicles would create an  
130 especially hazardous condition or would cause unusual delay to traffic.

131 2. When official signs are erected as hazardous or congested places as authorized herein, no person  
132 shall stop, stand, or park a vehicle in any such designated place.

133

134 C. Proximity to curb and prohibited parking in specific places.

135 1. No person shall stand or park a vehicle in a roadway other than parallel with the edge of the roadway  
136 headed in the direction of lawful traffic movement and with the wheels of the vehicle on that side which is  
137 consistent with the lawful movement of traffic within 12 inches of the curb or edge of the roadway except as  
138 otherwise provided in this chapter.

139

140 2. Except as otherwise provided for in this chapter, or when necessary to avoid conflict with other traffic,  
141 or in compliance with law or the directions of a police officer, or official traffic control device, no person  
142 shall stop, stand, or park a vehicle:

143 (a) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;

144 (b) On a sidewalk or street planting strip;

145 (c) Within an intersection;

146 (d) On a crosswalk;

147 (e) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately  
148 opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking  
149 area opposite the ends of a safety zone;

150 (f) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking  
151 would obstruct traffic;

152 (g) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;

153 (h) On any railroad tracks;

154 (i) In the area between roadways of a divided highway including crossovers; or

155 (j) At any place where official signs prohibit stopping.

156

157 3. Except as otherwise provided for in this chapter or in compliance with the directions of a police officer,  
158 no person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or  
159 discharge a passenger or passengers:

160 (a) In front of a public or private driveway or within five feet of the end of the curb radius leading  
161 thereto;

- 162 (b) Within 15 feet of a fire hydrant;  
163 (c) Within 20 feet of a crosswalk;  
164 (d) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal  
165 located at the side of a roadway;  
166 (e) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the  
167 entrance to any fire station within 75 feet of said entrance when properly signposted; or  
168 (f) At any place where official signs prohibit standing.  
169

170 4. Except as otherwise provided for in this chapter or in compliance with the directions of a police officer,  
171 park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged  
172 in loading or unloading property or passengers:

- 173 (a) Within 50 feet of the nearest rail of a railroad crossing; or  
174 (b) At any place where official signs prohibit parking.  
175

176 5. No person shall move a vehicle not lawfully under his or her control into any such prohibited area or  
177 away from a curb such a distance as is unlawful.

178 D. \_\_\_\_\_ Angle parking – Street determination.  
179

180 The Public Works Director shall determine upon what streets other than those forming a part of the primary or  
181 secondary state highways angle parking shall be permitted.

182 E. \_\_\_\_\_ Angle parking – Obedience.  
183  
184

185 Upon those streets which have been signed or marked for angle parking, no person shall park or stand a  
186 vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.

187 F. \_\_\_\_\_ Loading or unloading at an angle to the curb.  
188  
189

190 The Public Works Director is authorized to issue special permits to permit the backing of a vehicle to the curb  
191 for the purpose of loading or unloading merchandise or materials subject to the terms and conditions of such  
192 permit. Such permits may be issued either to the owner or lessee of real property or to the owner of the vehicle  
193 and shall grant to such person the privilege as therein stated and authorized herein, and it is unlawful for any  
194 permittee or other person to violate any of the special terms or conditions of any such permit; provided,  
195 however, that no permit issued hereunder shall be exclusive.

196 G. \_\_\_\_\_ Chain parking unlawful.  
197  
198

199 It shall be an infraction for any person to move and repark a vehicle parked on the street within two blocks of the  
200 original parking space in order to avoid a parking time limit regulation. It shall be an infraction for any person to

201 move and repark a vehicle parked in a parking lot to another space within the same parking lot in order to avoid  
202 a parking time regulation. For the purposes of this section, a block shall be defined as a city street or alley section  
203 located between consecutive intersections. A violation of this section shall be an infraction punishable by a fine  
204 of \$50.00. If the initial fine is not paid within 30 days of the date of issuance of the infraction, the fine shall increase  
205 to \$90.00.

206  
207  
208 H. Expired or improper license plates – Parking prohibited.  
209 No person shall stop, stand or park any vehicle on any street or alley, or in any garage, parking area or other  
210 property owned by the city, without first having displayed current and proper vehicle license plates thereon as  
211 provided in Chapter 46.16 RCW. The vehicle license plates shall be attached conspicuously in the manner  
212 required by RCW 46.16.240.

213  
214 **10.24.110 Penalties.**

215 Any person who violates the provisions of this chapter shall be guilty of a traffic infraction and subject to  
216 penalties under RCW [46.63.110](#). (Ord. 1683 § 1, 2006; Ord. 1469 § 3, 2001. Formerly 10.24.030).

217 **10.24.120 Impoundment.**

218 Vehicles located on city rights-of-way or other city-owned property parked in violation of this chapter or any  
219 other city-enforced parking restriction shall be subject to impoundment under the procedures applicable to  
220 unauthorized vehicles in highway rights-of-way as regulated by RCW [46.55.085](#), as now or hereafter amended.  
221 (Ord. 1683 § 1, 2006).

222 **10.24.130 Additional enforcement procedures.**

223 The provisions of this chapter are not exclusive and may be used in addition to other enforcement provisions  
224 authorized by the Milton Municipal Code except as precluded by law. (Ord. 1683 § 1, 2006).

225 **END OF REVISIONS**

226  
227 **Section 4. Severability.** If any section, sentence, clause or phrase of this ordinance  
228 should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity  
229 or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,  
230 clause or phrase of this ordinance.

231  
232 **Section 5. Publication.** This ordinance shall be published by an approved summary  
233 consisting of the title.  
234



**ORDINANCE NO. 1968-19**

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, REVISING CHAPTER 10.24 OF THE MILTON MUNICIPAL CODE AS IT RELATES TO PARKING REGULATIONS; ENTERING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City currently enforces parking code pursuant to Chapter 10.24 of the Milton Municipal Code; and

WHEREAS, this code is outdated and needs revisions; and NOW THEREFORE,

WHEREAS, the city hopes to maintain the health, safety and security of the residents of the city of Milton and

WHEREAS, improper vehicular parking can impede safety and emergency response with the city; and

WHEREAS, improperly parked vehicles can further complicate utility maintenance and leads to unnecessary expenditure of city resources;

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

**Section 1.** Findings. The recitals set forth above are hereby adopted as the Milton City Council’s findings in support of this ordinance.

**Section 2.** Section 10.24 is hereby amended in its entirety to read as follows:

**10.24.010 Definitions**

- A. “Park or parking” means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.
- B. “Person” means and includes any individual, firm, co-partnership, or corporation.
- C. “Stand or standing” means the halting of a vehicle, whether occupied or not, otherwise than for the purpose of and while actually engaged in receiving or discharging passengers.
- D. “Street” means any public street, avenue, road, boulevard, highway or other public place located in the city and established for the use of vehicles.
- E. “To park (or stand) a vehicle” means there is a prima facie presumption that the registered owner of a violator vehicle was the person who parked such vehicle.
- F. “Recreational vehicle” means an enclosed piece of equipment dually used as both a vehicle, a temporary travel home or a full-time home.

G. "Truck" means any of various motor vehicles with a weight capacity in excess of 10,000 pounds, or exceeding seven and one-half feet in width, or exceeding 20 feet in length, designed for carrying or pulling loads, or truck-trailer combinations, including without limitation those commonly known as "semi-trucks."

H. "Vehicle" means every device capable of being moved upon a public highway and in, upon, or by which any persons or property is or may be transported or drawn upon a public highway, including bicycles, boats, recreational vehicles and trailers. The term does not include devices other than bicycles moved by human or animal power or used exclusively upon stationary rails or tracks.

**10.24.020 Model Traffic Ordinance superseded.**

The requirements of this section supersede any conflicting provisions in the Model Traffic Ordinance, as adopted by MMC 10.04.010, as now or hereafter amended.

**10.24.030 Highway 99.**

It is unlawful for any person to stop, stand or park any vehicle on the highway right-of-way of that section of Pacific Highway 99 that lies within the corporate limits of the city.

**10.24.040 Milton Way – Business district (B) zone.**

It is unlawful for any person to park any vehicle on the arterial right-of-way, except emergency parking, of Milton Way that is zoned (B) business district or mixed-use town center (MX) as defined in Chapters 17.28 and 17.30 MMC and the current city of Milton zoning map.

**10.24.050 Extended parking prohibited.**

It is unlawful to park any vehicle upon the rights-of-way of the city for more than 72 consecutive hours in any 80-hour period, even if the vehicle is moved from one portion of any right-of-way to another.

**10.24.060 Obstruction of traffic.**

No person shall park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than eight feet of the width of the roadway in each direction of travel for a total of 16 feet for free movement of vehicular traffic.

**10.24.070 Parking in alleys.**

No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than eight feet of the width of the roadway for the free movement of vehicular traffic, and no person shall stop, stand, or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.

**10.24.080 Parking for certain purposes prohibited.**

No person shall park a vehicle upon any roadway for the principal purpose of:

- (1) Displaying such vehicle for sale or for advertising services for vehicles;
- (2) Washing, greasing, or repairing such vehicle except repairs necessitated by an emergency.

**10.24.090 On narrow streets.**

(1) The Public work Director is authorized to erect signs indicating no parking upon both sides of a street when the width of the improved roadway does not exceed 26 feet, or upon one side of a street as indicated by such signs when the width of an improved roadway is between 26 and 34 feet.

(2) When official signs prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign.

**10.24.100 Near hazardous or congested places.**

(1) The Public work Director is authorized to determine and designate by proper signs, places not exceeding 200 feet in length in which the stopping, standing, or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic.

(2) When official signs are erected as hazardous or congested places as authorized herein, no person shall stop, stand, or park a vehicle in any such designated place.

**10.24.110 Proximity to curb and prohibited parking in specific places.**

(1) No person shall stand or park a vehicle in a roadway other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the wheels of the vehicle on that side which is consistent with the lawful movement of traffic within 12 inches of the curb or edge of the roadway except as otherwise provided in this chapter.

(2) Except as otherwise provided for in this chapter, or when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer, or official traffic control device, no person shall stop, stand, or park a vehicle:

- (a) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;

- (b) On a sidewalk or street planting strip;
- (c) Any city ditch or trench connected to a storm drainage system;
- (d) Within an intersection;
- (e) On a crosswalk;
- (f) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;
- (g) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
- (h) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
- (i) On any railroad tracks;
- (j) In the area between roadways of a divided highway including crossovers; or
- (k) At any place where official signs prohibit stopping.

(3) Except as otherwise provided for in this chapter or in compliance with the directions of a police officer, no person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

- (a) In front of a public or private driveway or within five feet of the end of the curb radius leading thereto;
- (b) Within 15 feet of a fire hydrant;
- (c) Within 20 feet of a crosswalk;
- (d) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;
- (e) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance when properly signposted; or
- (f) At any place where official signs prohibit standing.

(4) Except as otherwise provided for in this chapter or in compliance with the directions of a police officer, park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading property or passengers:

- (a) Within 50 feet of the nearest rail of a railroad crossing; or
- (b) At any place where official signs prohibit parking.

(5) No person shall move a vehicle not lawfully under his or her control into any such prohibited area or away from a curb such a distance as is unlawful.

**10.24.120 Angle parking – Street determination.**

The Public work Director shall determine upon what streets other than those forming a part of the primary or secondary state highways angle parking shall be permitted.

**10.24.130 Angle parking – Obedience.**

Upon those streets which have been signed or marked for angle parking, no person shall park or stand a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.

**10.24.140 Loading or unloading at an angle to the curb.**

The Public work Director is authorized to issue special permits to permit the backing of a vehicle to the curb for the purpose of loading or unloading merchandise or materials subject to the terms and conditions of such permit. Such permits may be issued either to the owner or lessee of real property or to the owner of the vehicle and shall grant to such person the privilege as therein stated and authorized herein, and it is unlawful for any permittee or other person to violate any of the special terms or conditions of any such permit; provided, however, that no permit issued hereunder shall be exclusive.

**10.24.150 Chain parking unlawful.**

It shall be an infraction for any person to move and repark a vehicle parked on the street within two blocks of the original parking space in order to avoid a parking time limit regulation. It shall be an infraction for any person to move and repark a vehicle parked in a parking lot to another space within the same parking lot in order to avoid a parking time regulation. For the purposes of this section, a block shall be defined as a city street or alley section located between consecutive intersections. A violation of this section shall be an infraction punishable by a fine of \$50.00. In the event that the initial fine is not paid within 30 days of the date of issuance of the infraction, the fine shall increase to \$90.00.

**10.24.160 Loading or unloading at an angle to the curb.**

The Public Works Director is authorized to issue special permits to permit the backing of a vehicle to the curb for the purpose of loading or unloading merchandise or materials subject to the terms and conditions of such permit. Such permits may be issued either to the owner or lessee of real property or to the owner of the vehicle and shall grant to such person the privilege as therein stated and authorized herein, and it is unlawful for any permittee or other person to violate any of the special terms or conditions of any such permit; provided, however, that no permit issued hereunder shall be exclusive.

**10.24.170 Expired or improper license plates – Parking prohibited.**

No person shall stop, stand or park any vehicle on any street or alley, or in any garage, parking area or other property owned by the city, without first having displayed current and proper vehicle license plates thereon as provided in Chapter 46.16 RCW. The vehicle license plates shall be attached conspicuously in the manner required by RCW 46.16.240.

**10.24.180 Notice of Violation.**

Whenever any motor vehicle without driver is found parked, angle parked, or stopped in violation of any of the restrictions imposed by ordinance of the City of Milton, the officer finding such vehicle shall conspicuously affix to such vehicle a notice in writing, on a form provided by the city, identifying such violation. If the Officer feels that the vehicle is posing a danger to public safety, the Officer may impound the vehicle at the owners' expense.

**10.24.190 Stopping, standing and parking – Violations – Penalty.**

Unless otherwise provided, a violation of any of the provisions of this chapter shall be an infraction punishable by a fine of \$65.00. In the event that a person fails to respond to a notice of a violation issued pursuant to this chapter or fails to pay a fine imposed pursuant to this chapter within 30 days of the date of issuance of the infraction or imposition of the fine, a \$25.00 penalty shall be added to the initial fine.

**10.24.200 Impoundment**

Vehicles located on city rights-of-way or other city-owned property parked in violation of this chapter or any other city-enforced parking restriction shall be subject to impoundment under the procedures applicable to unauthorized vehicles in highway rights-of-way as regulated by RCW 46.55.085, as now or hereafter amended.

**10.24.210 Additional enforcement procedures.**

The provisions of this chapter are not exclusive and may be used in addition to other enforcement provisions authorized by the Milton Municipal Code except as precluded by law.

**Section 4. 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 5.** Publication. This ordinance shall be published by an approved summary consisting of the title.

**Section 6.** Effective Date. This ordinance shall become effective and be in full force five (5) days after passage, approval, and publication as provided by law.

PASSED by the Council and approved by the Mayor of the City of Milton, this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MILTON

\_\_\_\_\_  
Mayor Shanna Styron Sherrell

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Trisha Summers, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ogden Murphy Wallace, City Attorney

Published:  
Effective Date: