I. CALL TO ORDER – Mayor Neil Johnson

A. Flag Salute:

B. Roll Call: [A1.3]

Elected Officials: Mayor Neil Johnson, Deputy Mayor Dan SWATMAN, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble and Councilmember Jim Rackley.

[Staff expected to be in attendance: City Administrator Don Morrison, Planning & Community Development Director Bob Leedy, Public Works Director Dan Grigsby, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, Chief Financial Officer Beth Anne Wroe, Interim Police Chief Buster McGehee, Judge James Helbling and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations: [A3.6.9]

1. Announcements:
2. Appointments:
3. Presentations:

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:


B. Citizen Comments: [A1.5]

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the "Consent Agenda" should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated speakers representing a group may take up to 10 minutes on matters of general City business.

C. Correspondence:
III. COUNCIL COMMITTEE REPORTS: [A3.6.4]

A. Finance Committee
B. Community Development Committee
C. Public Safety Committee
D. Other Reports

IV. CONSENT AGENDA: [A3.6]

The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

A. Approval of Meeting Minutes: April 27th Special Council Meeting and April 29th Special Council Meeting; May 2nd Council Workshop and May 9th Council Meeting.

B. Checks/Vouchers: Accounts payable checks/voucher #43877 thru #44000 and wire transfer #1957577 in the amount of $825,305.84. [F4.9]

C. Payroll: May 1-15th, 2006 for checks 24891-24938, including Deposits and Electronic Transfers in the amount of $270,206.09. [F4.9]

D. AB06-109 – Resolution 1572 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Designating The City Clerk As The Public Records Officer. [A4.3.3]

E. AB06-119 – Resolution 1578 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement For The Tacoma Point Water Main Replacement Project To Kar-Vel Construction. [O4.10.2]

F. AB06-120 – A Motion Of The City Council Of The City Of Bonney Lake, Accepting The Completion Of The Limb And Storm Debris Grinding Project Performed By West Coast Stump Grinding, Inc. [A3.6.10][O4.14.1]

G. AB06-127 – A Motion Of The City Council Of The City Of Bonney Lake, changing the regular meeting venue for the June 27th Council meeting to the Bonney Lake High School Commons, Rescheduling the regular July 4th Council workshop to Noon on July 8th at the Public Safety Building Training Room and calling a special Council meeting for emergency preparedness discussions and training from 9:00 a.m. to Noon on July 8th at the Public Safety Building Training Room. [A1.1.2][A3.6.10]

V. FINANCE COMMITTEE ISSUES:

A. AB06-93 – Resolution 1561 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Maintenance Contract With Liebert Global Services For Maintaining The Battery Backup System At The Public Safety Building. [O4.4.3]

B. AB06-124 – Resolution 1580 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Application For Funding Assistance For A Washington Wildlife And Recreation Program (WWRP) Project (Fennel Creek Trail) To The Interagency Committee For Outdoor Recreation (IAC) As
C. AB06-125 – Resolution 1581 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Application For Funding Assistance For A Washington Wildlife And Recreation Program (WWRP) Project (Allan Yorke Park Sports Field) To The Interagency Committee For Outdoor Recreation (IAC) As Provided In Chapter 79A.15 RCW, Acquisition Of Habitat Conservation And Outdoor Recreation Lands. [F5.2.13]

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE SESSION: RCW 42.30.110(2) - “Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded.”

X. ADJOURNMENT

For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA
Location: Al Lago Ristorante located at 3110 Sumner-Tapps Highway East in Sumner, WA.

Elected Officials in attendance from the City of Bonney Lake: Mayor Neil Johnson, Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Mark Hamilton, Councilmember Dave King, and Councilmember Jim Rackley.

Elected Officials in attendance from the City of Auburn: Mayor Peter B. Lewis, Councilmember Gene Cerino, Councilmember Lynn Norman, Councilmember Bill Peloza, Councilmember Roger Thordarson and Councilmember Rich Wagner.

[Staff in Attendance: Auburn City Clerk Danielle Daskam]

Agenda Items:


2. Discussion: The Mayors and Councilmembers discussed the following items over dinner:
   - Status of Lake Tapps
   - Annexations and potential annexation areas
   - Utility services, including inter-tie agreements
   - Animal control and dangerous dogs
   - Fire services
   - Impact fees
   - Partnerships with Chambers of Commerce
   - Regional transportation issues
   - Local and arterial street construction and maintenance
   - Parks and trails

3. Adjournment: There being no further discussion, the meeting adjourned at 8:20 p.m.
City of BONNEY Lake

City of Bonney Lake’s Mission is to protect the community’s livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.

MINUTES

"Where Dreams Can Soar"

Location: Bonney Lake City Hall – 19306 Bonney Lake Boulevard.

Elected Officials in attendance: Mayor Neil Johnson, Deputy Mayor Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Cheryle Noble and Councilmember Jim Rackley. Councilmember Dave King was absent.

[Staff in Attendance: Public Works Director Dan Grigsby, City Attorney Jim Dionne, Assistant City Attorney Lance Andre and Assistant City Attorney Kathleen Haggard.]

Agenda Items:

1. Call to Order: Mayor Johnson convened the special meeting.

2. Executive Session: Pursuant to RCW 42.30.117(1)(i) Mayor Johnson convened an executive session of the City Council to discuss items of potential litigation with the City Attorney. The announced duration was 2 hours. The executive session started at 9:04 a.m. At 11:00 a.m., Mayor Johnson announced the executive session would be extended fifteen minutes.

   The executive session was adjourned at 11:12 a.m. and the special meeting was reconvened.

3. Adjournment: By common consent, the Council adjourned the special meeting at 11:12 a.m.

Harwood T. Edvalson, CMC               Neil Johnson, Mayor
City Clerk
City of

COUNCIL WORKSHOP

May 2, 2006

MINUTES

"Where Dreams Can Soar"

Call to Order:
Deputy Mayor Dan Swatman called the May 2nd Council Workshop to order at 5:34 p.m.

Roll Call:
Also in attendance were Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Cheryle Noble and Councilmember Jim Rackley. Councilmember Dave King was absent. Mayor Johnson arrived while the meeting was in progress.

Staff members attending were City Administrator Don Morrison, Public Works Director Dan Grigsby, Planning and Community Development Director Bob Leedy, Chief Finance Officer Beth Anne Wroe, Interim Police Chief Buster McGehee, City Attorney Jim Dionne, Administrative Services Director / City Clerk Harwood Edvalson and Assistant Public Works Director Rick Shannon.

Councilmember Noble moved to excuse Councilmember King from attendance at the meeting. Councilmember Rackley seconded the motion.

Motion approved 6 - 0.

Agenda Items:


Director Grigsby commented that the consultant was not present. He stated that scheduling for the consultant’s attendance was made last week, but no follow-up confirmation had been possible at the beginning of this week.


Councilmember Noble moved to authorize the submission of three Public Works Trust Loan applications. Councilmember Rackley seconded the motion.

Deputy Mayor Swatman explained the motion only authorizes submission. He said acceptance of the loans will be by Council authorization in the future. Councilmember DeLeo asked why action is needed this evening. Director Grigsby responded that the applications must be submitted by May 8th before the next regular Council meeting. Community Services Director Leaf added the loan applications required a lot of coordination and final adjustments which delayed the presentation to the Council.
3. Department Reports.

Planning and Community Development Director Leedy reported the barber shop now has a business license. He added Mr. Cory Scanlon has filed a formal application to amend the development code to limit such uses in residential neighborhoods. Director Leedy said the City has learned that Lowes will make a formal development submittal next Tuesday. He said the proposal has been through the Design Review Committee where significant improvements were made.

Public Works Director Grigsby referenced the department report emailed earlier to the Council and distributed at this meeting. He said the SR410/Old Sumner Buckley Highway Intersection Improvements Project is nearing the 30% design stage. He said consultants will soon return with answers to submitted questions and comments. Director Grigsby noted that his department will be making presentations tomorrow evening to the Planning Commission on proposed amendments to the Comprehensive Plan. He anticipated most questions and comments to be on the transportation plan.

Chief Finance Officer Wroe informed the Council she continues to assess the condition of the Financial Services Office. She added the department is completing 2005 entries into the finance system and preparing for the audit. Ms. Wroe said an additional week may be needed to prepare accurate expenditure reports for the month of April. She added that meetings will take place with departments to review the 2006 Revised Budget and to make sure monies are appropriately allocated to the budget accounts. She concluded by noting that a new department assistant has been hired who will start in the middle of May.

Director Leaf reported there were 42 participants in the second Parks Appreciation Day. He noted last year there were only 17 who participated. He told the Council that Boy Scout and Cub Scout Troops donated and planted 22 trees in Cedarview Park last Saturday. He reported IAC grant applications were submitted last Friday, and yesterday, a $5,000 grant application was made in the name of Beautify Bonney Lake for play equipment. Director Leaf said he and Director Grigsby will hand-deliver the Public Works Trust Fund Loans next week and meet with Trust officials.

Interim Police Chief McGehee said his officers are trained and assignments have been made to do bicycle patrols at Allan Yorke Park. City Administrator Morrison reported that an intern, who has a bachelor’s degree in recreation and who is working on a master’s degree, has been hired to help facilitate the Bonney Lake Days celebration.

Administrative Services Director Edvalson reported the start of a new court clerk on Monday. He said five seasonal Public Works employees were also hired to start that same day. He also reported that 53 candidates for the Records Clerk position in the Police Department were tested last Friday. Finally, he reminded Council of the May 11th deadline for submission of articles for the June edition of the Bonney Lake Reporter.

Councilmember DeLeo asked who will do the cooking in the Senior Center with Frank Miller taking vacation next week. City Administrator Morrison replied there is a woman who has been helping Frank through a work program. He said she is planning on doing some of the cooking. He said he will check with Senior Center Director Hilberg to see if additional help is needed. He
added the regular assistant position has yet to be filled. Councilmember DeLeo asked if the City is capturing the boat launch fees during this pleasant weather. Director Leaf said an attendant was hired today and the launch will be now be staffed.

Councilmember Rackley asked about the abatement of nuisance vehicles on 195th Ave. E. property. Director Leedy responded that some of the cars have been removed and slow progress is being made to clean up the property. Councilmember Rackley asked City Administrator Morrison about a letter for an Eagle Scout. City Administrator Morrison said the Mayor has signed two thank you letters which were mailed today.


ULID Bonds and Bonded Indebtedness. Councilmember Noble asked if there is any follow-up to the request for information on the impacts of ULID bonds on the City’s bonded indebtedness. Finance Officer Wroe said the ULID bonds do not count toward the City’s bonded debt limit. She said there are certain circumstances under which ULID bonds might impact the City’s debt limit, but they are rare. She added she will provide a written response in the next day or so.

Good Sam Domestic Violence Program. Councilmember Noble reported that Ardith DeRaad and Silvia Riley will make a presentation on the Good Sam Domestic Violence Program at the May 16th Council Workshop.

Eastown ULID Open House. Director Grigsby reported the Eastown ULID Open House is scheduled for 6:30 – 8:30 p.m. on May 17th at the Bonney Lake High School Commons. He said Public Works will send a small packet containing an agenda, a proposed action spreadsheet and option maps by Friday, May 12th. Deputy Mayor Swatman added that the meeting should be advertised as a public meeting because at least four Councilmembers have indicated their intent to attend the meeting.

Electrical Work at Boat Launch. Deputy Mayor Swatman asked about the electrical work at the boat launch in Allan Yorke Park. Director Leaf said the work is needed for the electric gate and controlled entrance facility which will be installed.

Text Amendment for Residential Uses. Deputy Mayor Swatman asked about the proposed Scanlon text amendment dealing with home occupations in residential areas. Director Leedy said that he is currently reviewing how to proceed with this request. He added that development code amendments, unlike Comprehensive Plan Amendments, can be considered at anytime.

Roundabout. Deputy Mayor Swatman asked if the Lowes proposal includes a roundabout to deal with traffic. Director Leedy responded the City won’t know for sure until the development application is submitted. Deputy Mayor Swatman asked if pdf files will be available for review. Director Leedy said he anticipated there may be some, and he will share those with the Council.

5. Review of Minutes from April 18th City Council Workshop and April 25th City Council Meeting.

There were no corrections requested by Councilmembers.


Interim Police Chief McGee introduced Animal Control Officer Connie Ellis. He said she provides animal control services to the City of Bonney Lake. Officer Ellis distributed a report
detailing statistics applicable to the City of Bonney Lake during the first quarter of 2006. She reviewed the statistics with the Council and responded to questions. Councilmember DeLeo noted the City’s zip code had recently changed and asked why the statistics did not reflect that change. Officer Ellis responded the program has old software which has not yet been updated to incorporate the change in zip code. Councilmembers Noble and Rackley noted that although they have licensed animals, their names do not show up on the list of owners with licensed animals. Chief McGehee said the Humane Society continued to sell pet licenses up to the end of 2005 and retained the revenue, even though they knew some or all of the services would be provided in 2006. He explained that a number of people will have valid licenses into 2006 which may not be listed on the current database.

Responding to Council questions, Officer Ellis introduced her dog, Cody. She explained that because stray dogs are interested in her dog, she is successful about 90% of the time at catching the stray dog as they investigate her dog. Officer Ellis reported that she has had some problem with homes in Bonney Lake which have in excess of the legal limit of five dogs at their residence. She said there is an exception for dogs under 6 months old to account for large litters of puppies. She added that kennel permits are not allowed in a residential area. Officer Ellis said she does not favor any ordinance which categorizes a specific breed as dangerous. She said there has been no particular biting problem in Bonney Lake. She spoke in favor of AVID microchip programs to help with animal identification. She stated there are currently three events a year where pet owners can have the chips implanted in their animals for $20. She encouraged the Council to consider a mandatory microchip program like the one used in Seattle.

7. Executive Session: None.

8. Adjournment

At 6:11 p.m., Deputy Mayor Swatman moved to adjourn the meeting. Councilmember Rackley seconded the motion.

Motion approved 6 – 0.
CITY COUNCIL MEETING
City of BONNEY LAKE
Where Dreams Can Soar

May 9, 2006
7:00 P.M.

MINUTES

I. CALL TO ORDER – Mayor Neil Johnson called the meeting to order at 7:02 p.m.

A. Flag Salute - Mayor Johnson led the audience in the Pledge of Allegiance.

B. Roll Call [A1.3]

City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble and Councilmember Jim Rackley.

Staff members present were City Administrator Don Morrison, Planning and Community Development Director Bob Leedy, City Engineer John Woodcock, Community Services Director Gary Leaf, Chief Financial Officer Beth Anne Wroe, Interim Police Chief 'Buster' McGehee, Judge James Helbling, City Attorney Jim Dionne and Administrative Services Director / City Clerk Harwood Edvalson.

C. Announcements, Appointments and Presentations [A3.6.9]

1. Announcements:

   a. Proclamation – Mayor Johnson read a proclamation designating May 15th as Peace Officer’s Memorial Day, and the week in which May 15th falls as National Police Week.

2. Appointments:

3. Presentations:


Commissioner Sulham said the Planning Commission’s recommendations were unanimous. He said the proposed R-2 Zoning Text Amendment would allow zero lot-line development in the R-2 Zone. He said the Commission feels this would promote homeownership in this zone. He noted the ordinance prohibits conversion of apartments and duplexes into single family residences.
With respect to the proposed Critical Areas/Steep Slopes Ordinance, Commissioner Sulham said the Commission looked carefully at the issue and reviewed about six re-writes of the ordinance before coming to a consensus. He said the Commission listened to the City’s geologic consultants and staff, and concluded a grade of 30% in conjunction with other criteria should be the trigger for a more careful review under the Critical Areas Ordinance.

Councilmember Hamilton questioned the Commission conclusion that the zero-lot line would promote homeownership. He suggested people may rent out this type of housing just as well as duplexes. Director Leedy responded this type of single family housing provides a fee simple opportunity which may not otherwise be available in Bonney Lake.

Councilmember DeLeo said the Commission’s recommendation on the R-2 zoning change has created much concern on Inlet Island. He described capacity issues with the private park on Inlet Island which will be created by increasing the number of lots available in the Island’s R-2 zone. He predicted Church Lake will also have similar problems.

Councilmember Rackley asked if the Commission has considered the slides which occurred this year on some of the east slopes. Commissioner Sulham said this was discussed with the consulting geologists, who said stability is “location dependent” in the local soils. Councilmember King asked about engineered constructed slopes. Commissioner Sulham responded these are terraced slopes.

Councilmember King asked if the Master Builders Association had any input into the proposed ordinance impacting the R-2 zone. Commissioner Sulham and Director Leedy responded the MBA spoke at the first hearing, but restricted their comments to support for smaller lot sizes in general.

Councilmember Noble asked if the City would receive varying opinions from different geologists on the same property. Director Leedy responded it is likely qualified consultants will have the same opinion. He informed the Council of his intent to invite the City’s consulting geologist for a discussion at a Council workshop.

Councilmember Hamilton said the original intent of looking at this ordinance was to prevent high density development which would aesthetically affect the steep slopes. He observed the proposed ordinance will not likely serve this purpose. Director Leedy said the Council has achieved the intent through zoning in this area. Deputy Mayor Swatman commented the proposed ordinance appears to only be a tool to regulate safe development on steep slopes. Mayor Johnson said the proposed ordinances will be scheduled for an upcoming workshop.
D. **Agenda Modifications:** None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE

A. **Public Hearings:** [A3.6.12] None.

B. **Citizen Comments:**

Winona Jacobsen, 9100 189th Ave. Ct. E., Planning Commissioner, commented on the Planning Commission report. She said an engineered slope with no proposed change would be like SR-410 and its adjacent slopes where no development is proposed. She added geotechs can be certified, and the City can determine what it requires in a geotech report. She said hydrology is considered in a geotech report. She informed the Council that the Planning Commissioners have done a considerable amount of research on this topic.

Louisa Smith, 20112 Church Lake Rd., suggested the Allen Yorke Park Boat Launch, if the City chooses to hold a memorial ceremony for local peace officers. She noted there is already a plaque at the site honoring Michael Jennings, who started the City’s Marine Unit.

Councilmember Rackley observed there is already a memorial at the Public Safety Building as well. Interim Chief McGhee said it honors both police officers and firefighters.

Jeff Mann, Apex Engineering, representing Investco, Inc., spoke in support of the Lakeland Water Extension Agreements. He said the projects are within the caps established for the Lakeland Hills PUD, which were analyzed and accepted as being able to handle the number of units in the area.

Dan Decker, 20401 70th St. E., observed to the Council that duplex owners do have a title to the land. He said the responsibility for the property goes to the owner, not the tenant. He said he does not want to see duplexes become condominiums. He also commented on the proposed condominium development at Bonney Lake Boulevard and West Tapps Highway. He spoke in favor of this proposed development, but advised the Council to look at the road for expansion and for aesthetic possibilities along the lake shore.

Fred Jacobsen, 9100 189th Ave. Ct. E., asked when the comments at the recent open house for the SR410/Old Sumner Buckley Highway Intersection and Road Improvements Project would be made public.

City Engineer Woodcock projected consultants would be prepared to make the information public along with the 30% design information in early June.
Raymond Frey, Halsan-Frey, 12356 Northup Way, Suite 119, Bellevue, provided an update on the informal survey of Eastown property owners regarding the proposed ULID. He said owners of approximately 85% of the property in the proposed area have now signed the information petition in support of a ULID costing from 3 – 5 million dollars. He expects more will sign before the May 17th Open House at Bonney Lake High School.

C. **Correspondence:** None.

### III. COUNCIL COMMITTEE REPORTS:
[A3.6.4]

#### A. **Finance Committee**
Deputy Mayor SWATMAN said the Finance Committee met earlier in the evening and discussed the following:
1. Resolution 1561 – a preventive maintenance agreement for the Public Safety Building;
2. Resolution 1572 – designating a Public Records Officer;
3. A report of Traffic Impact Fees collected in 2006;
4. Impacts of gasoline prices on the ER&R Fund; and
5. A discussion on police car selection and policy implications.

#### B. **Community Development Committee**
Councilmember RACKLEY said the Community Development Committee met on May 1st. He said Mr. and Mrs. Adamson appeared before the Committee to discuss the safety and appearance of ditches in the City. He said the following were also discussed and moved forward for Council consideration:
1. Resolution 1576 – a sewer developer extension agreement for Mazatlan;
2. Resolutions 1574 and 1575 – water developer extension agreements for Lakeland Hills; and
3. Resolution 1573 – an agreement for paving a parking mat at the Madrona Tank Site.

#### C. **Public Safety Committee**
Councilmember DELLEO said the Public Safety Committee met on May 6th. He said representatives of the Church Lake Homeowners Association appeared to discuss speeding in their neighborhood and the lack of sidewalks. They pointed out there is a lack of 20 mph speed limit signs in their park area. They also requested 71st St. E. be given a high priority for sidewalks. They noted the street gets a lot of cut-through traffic and the neighborhood children do not have safe areas to walk along the street.

Councilmember DeLeo also reported Nestor Traffic representatives informed the Committee of 59 red light violations during their 24 hour test at 184th and SR410. He asked for Council support to schedule the Nestor representatives to appear at the June 6th Council Workshop for a full report.

Councilmember DeLeo also noted the June 6th 2nd Annual Bonney Lake Kiwanis
Golf Tournament. He invited teams to sign up for the event. He also proposed July 8th for a two hour Emergency Preparedness Meeting for the City Councils of Bonney Lake and Sumner. He said the Fire District has proposed joint training because of the close working relationships of the fire and police systems. He added the Committee is also looking at ordinances for mandatory ID chipping for animal control.

Councilmember King said the emergency preparedness training is to help Council and key staff to understand their roles in emergency situations. He urged the administration to resurrect the emergency preparedness committee established in the 1998-1999 timeframe.

D. Other Reports: None.

IV. CONSENT AGENDA: [A3.6]

Mayor Johnson removed Items E, F and G for further work. City Attorney Dionne confirmed formal bids and public hearings are required before the Council acts on the proposed actions. Councilmember Rackley moved to approve the Consent Agenda as modified. Councilmember King seconded the motion.

A. Approval of Meeting Minutes: Approval of Minutes from April 18th City Council Workshop and April 25th City Council Meeting.

B. Checks/Vouchers: Accounts payable checks/voucher #43720 thru #43844 (voiding check/voucher # 43799) in the amount of $539,203.31. Accounts payable checks/voucher #43845 thru #43876 for utility refunds in the amount of $2,737.18. [F4.9]

C. Payroll: Payroll for April 16-30th, 2006 for checks 24845-24891, including Deposits and Electronic Transfers in the amount of $379,487.87. [F4.9]

D. AB06-101 – Ordinance 1187 – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapters 2.04 And 3.92 Of The Bonney Lake Municipal Code And Ordinance Nos. 917 And 1061, And Adding A New Chapter 3.96, Relating To Biennial Budgets. [A3.5.5]


F. AB06-105 – Resolution 1569 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract For A Canon C-5870u Copier, 60-Month Lease With 0-Down And $1.90 Pay-Off. [A2.1]

G. AB06-106 – Resolution 1570 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract
For Quarterly Maintenance Agreement With Copiers Northwest To Support Two Cannon Copiers. [A2] [H]

H. **AB06-107 – Resolution 1571** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Disposal Of Surplus Property In Accordance With The Provisions Outlined By Ordinance 872. [F4.6.3]

I. **AB06-111 – Resolution 1573** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Pacific Manholes Construction, Inc. For The Paving Of Asphalt Matt At The Madrona Tank Site Located At 8002 182nd Ave. E. [O4.10.2]


L. **AB06-114 – Resolution 1576** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Sewer Developer Extension Agreement With Mazatlan For Mazatlan Restaurant. [A3.13.7]

Motion approved 7 – 0.

V. **FINANCE COMMITTEE ISSUES:**


Councilmember Rackley moved to approve Resolution 1562. Deputy Mayor Swatman seconded the motion.

Deputy Mayor Swatman asked how much the Fire District will contribute to the replacement. City Administrator Morrison replied they will contribute nothing unless they voluntarily contribute. He said the lease concluded December 31st, and he treats it like a landlord responsibility to maintain the facility. He added the Mayor will consider the issue with the renegotiation of the lease. Deputy Mayor Swatman asked about the current rent paid by the District. City Administrator Morrison said the amount has not yet been determined. He said failing an agreement, the prior lease agreement called for a decision by binding arbitration.
Councilmember King asked why the City does not consider a steel roof if it has specified a 50 year roof. City Engineer Woodcock said he believes the 50 year roof is still less expensive than a metal roof. Councilmember King suggested the City’s standard agreement should include language to require proof of compliance and potential contractor penalties for those not complying with the requirements regarding the legal residency status of workers. City Attorney Dionne said he has not seen that type of provision, but would be glad to propose language with direction from either the administration or a Council majority.

Councilmember Hamilton asked if there were funds already accumulated from the City and Fire District during the period of the last lease to deal with the roof. City Administrator Morrison replied the agreement had a provision for reduced contributions from the parties over the period of the lease agreement for building maintenance. He said the assumption was the parties’ early contributions would be sufficient to maintain the building through the life of the lease. Councilmember Hamilton suggested the City ask for a contribution from the Fire District toward the repair of the roof. City Administrator Morrison said he could certainly ask. Mayor Johnson said he is waiting a reply from Chief Packer on a date to begin the discussions.

Councilmember DeLeo moved to table the item pending possible language changes and discussions with the Fire District over shared costs. Deputy Mayor Swatman seconded the motion.

Motion to table approved 6 – 1. Deputy Mayor Swatman voted no.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT

At 8:01 p.m., Deputy Mayor Swatman moved to adjourn the meeting. Councilmember Noble seconded the motion.

Motion approved 7 – 0.
Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.
PAYROLL CERTIFICATION
2006

Payroll for May 1-15th, 2006 for checks 24891-24938, including Deposits and Electronic Transfers in the amount of $270,206.09.
Accounts payable checks/voucher #43877 thru #44000 and wire transfer #1957577 in the amount of $825,305.84.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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**Explanation**

There is no budget impact to this proposed ordinance.

**Agenda Subject:** Resolution 1572 – Designating the City Clerk as the Public Records Officer.

**Administrative Recommendation:** Approval.

**Background Summary:**

RCW 42.17.253 requires that local agencies appoint and publicly identify a public records officer. The proposed resolution designates the city clerk as the public records officer, and directs public posting of the appropriate contact information. There were 9,276 pages released in 2005 in response to 132 public records requests.

The City’s policy regarding public disclosure was last written in 1998. A new policy and procedure has been attached for the interest and comment of Councilmembers. Both the resolution and policy have been reviewed and approved by the City Attorney’s Office.

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<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
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<td>Planning Commission:</td>
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<td>Council Workshops:</td>
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**Council Action:**

Council Call for Hearing: Council Hearings Date:

Council Referred Back to: Workshop: Committee:

Council Tabled Until: Council Meeting Dates:

**Signatures:**

Director / Authorization: [Signature]

Mayor: [Signature]

Date City Attorney Reviewed: 04/26/06 - Ganson
DATE: 5-09-06

ORIGINATOR: Harwood T. Edvalson TITLE: Administrative Services Director

SUBJECT/DISCUSSION: Resolution Designating Public Records Officer and Public Records Disclosure Policy
RCW 42.17.253 requires the designation of a public records officer for the City of Bonney Lake. The city clerk has been performing the role and function of the public records officer. There were 9,276 pages released in 2005 in response to 132 public records requests. The City’s public disclosure policy was last prepared in 1998. A new policy and procedure has been developed to be compliant with recent changes in the Public Records Act. Both the proposed resolution and policy/procedures have been reviewed by the City Attorney’s Office.

ORDINANCE/RESOLUTION # 1572 AB06-109

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Review and comment as desired on new public disclosure policy/procedures and forward Resolution 1572 to the May 23, 2006 Council meeting for action.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
MAYOR/CITY ADMINISTRATOR Yes
FINANCE OFFICER n/a
CITY ATTORNEY Yes

BUDGET INFORMATION TOTAL COST: N/A
(Note: If budgeted item, attach copy of budget page and identify)

2006 Budget Amount Required Expenditure Impact Remaining Balance

Explanation:
No budget impact to this resolution.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED
Dan Swatman, Chair, Finance 5/3/06
Phil DeLeo, Chair, Public Safety 5/4/06
James Rackley, Chair, CDC 5-9-06

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK FINANCE DIRECTOR CITY ATTORNEY

Include on the Consent Agenda for Council Meeting date of: May 23, 2006

Yes

No
RESOLUTION NO. 1572

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DESIGNATING THE CITY CLERK AS THE PUBLIC RECORDS OFFICER.

WHEREAS, RCW 42.17.253 requires local agencies to appoint and publicly identify a public records officer; and

WHEREAS, local agencies are to provide the name and contact information of the public records officer in a way reasonably calculate to provide notice to the public, including posting at the local agency’s place of business, posting on its internet site, or including it in publications.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Clerk is designated as the public records officer for the City of Bonney Lake.

Section 2. The public records officer shall serve as a point of contact for members of the public in requesting disclosure of public records, and oversee the City’s compliance with the disclosure requirements of the Public Records Act.

Section 3. Contact information for the public records officer shall be posted at such places as the Mayor shall reasonably calculate will provide notice to the public, including but not limited to, City Hall and the City’s internet site.

PASSED by the City Council this 23rd day of May, 2006.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney
RCW 42.17.253
Public records officers.

(1) Each state and local agency shall appoint and publicly identify a public records officer whose responsibility is to serve as a point of contact for members of the public in requesting disclosure of public records and to oversee the agency’s compliance with the public records disclosure requirements of this chapter. A state or local agency’s public records officer may appoint an employee or official of another agency as its public records officer.

(2) For state agencies, the name and contact information of the agency’s public records officer to whom members of the public may direct requests for disclosure of public records and who will oversee the agency’s compliance with the public records disclosure requirements of this chapter shall be published in the state register at the time of designation and annually every year thereafter.

(3) For local agencies, the name and contact information of the agency’s public records officer to whom members of the public may direct requests for disclosure of public records and who will oversee the agency’s compliance within the public records disclosure requirements of this chapter shall be made in a way reasonably calculated to provide notice to the public, including posting at the local agency’s place of business, posting on its internet site, or including in its publications.

[2005 c 483 § 3.]
SUBJECT: Public Records Act Compliance

TITLE: Disclosure of Public Records Policy and Procedures (Revised)

INDEX: 100

EFFECTIVE: June 1, 2006

100.1 PURPOSE

To provide the basis for a uniform and timely response by the general administrative offices of the City of Bonney Lake to requests for disclosure of public records.

This procedure explains how the City of Bonney Lake will respond to requests for public records under the provisions of RCW 42.17 – Washington State Public Disclosure Law (Recodified as RCW 42.56 – Public Records Act; effective July 1, 2006). The purpose of the Public Disclosure Act is to provide the public full access to information concerning the conduct of government, mindful of individual’s privacy rights and the desirability of the efficient administration of government.

Because there are provisions in state law specific to the courts, the Bonney Lake Municipal Court has its own responsibilities and procedures for disclosure of public records. The Police Department is also subject to state law with respect to disclosure of certain records, and shall establish its own policies to ensure appropriate compliance with state law. To the extent requests for disclosure of public records maintained by the Police Department are subject to the Public Records Act, the Police Department shall comply with this policy.

This policy is intended to promote compliance with the Act and fullest assistance to the public, with as little interference as possible to departmental operations. It identifies the Public Records Officer and provides contact information. It describes how the City will respond to public records requests to provide the fullest assistance. It does not offer precise answers about what is and what is not a public record subject to disclosure. In all cases if additional assistance is needed by City staff in analyzing disclosure questions, the City Attorney’s office shall be consulted.

100.2 PUBLIC RECORDS OFFICER

For purposes of the Public Records Act, the City Clerk is designated as the Public Records Officer for the City of Bonney Lake. The City Clerk shall post a notice in City Hall, other applicable administrative offices and the City’s website that identifies contact information for the Public Records Officer and the location(s) where the public can review the Procedure for the Disclosure of Public Records.

Under the Act, it is the duty of the Public Records Officer and the City of Bonney Lake
to provide the fullest assistance in responding to requests for identifiable records, to minimize interference with essential functions of the City, and to ensure that public records are protected from damage or disorganization. The Public Records Officer shall oversee overall compliance with the Public Records Act. Other City staff members may have responsibility to process requests for disclosure and/or oversee the maintenance, organization and retention of public records.

To facilitate the City’s response to public records disclosure requests, each department director shall designate an individual, with the concurrence of the Public Records Officer, as the person responsible for coordinating, retrieving and copying records for disclosure requests for his/her department.

100.3 DEFINITIONS

"Public Record" - includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. [RCW 42.17.020(41)]

"Routine Request" – is a request for disclosure of public records that involves immediately identifiable records that are generally maintained for or are immediately available for review and copying. Routine requests may include agendas, adopted ordinances, resolutions and minutes, etc.

"Formal Request" – is a request for disclosure of public records that, among other reasons that may be identified by the Public Records Officer, may be exempt or partially exempt from disclosure, for which the City may wish to notify a third party, or that substantially impacts the flow of City work by requiring research and/or numerous copies.

"Writing" - means handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording any form of communication or representation, including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated. [RCW 42.17.020(48)]

"Original Receipt" – means the date the request for public disclosure was acknowledged as received by the Public Records Officer or his/her designee.

100.4 AVAILABILITY OF RECORDS

A. Public records are made available for inspection during normal business hours for the City of Bonney Lake, which are currently 8:30 a.m. to 5:00
p.m., Monday – Friday, excluding legal holidays. Records must be inspected at the offices of the City. Original records may not be removed from the City’s offices, other than by authorized City staff, without prior permission of the Public Records Officer.

B. Exemptions. The Public Records Act sets forth a number of documents that are exempt from public inspection and copying. Requestors should be aware that there are additional exemptions and prohibitions, outside the Public Records Act, that restrict the availability of some documents for inspection and copying. For information purposes, some of these exemptions are identified in Appendix B.

100.5 REQUESTS FOR DISCLOSURE OF PUBLIC RECORDS

A Request for Disclosure of Public Records may be filed with the office staff of any administrative office of the City of Bonney Lake.

A. Routine Request – A Routine Request for disclosure of public records may be released immediately without completion of a Public Records Disclosure Request Form. Each City department may designate within its own department certain records that can be provided on a routine basis. Staff members are to provide “fullest assistance” in responding to public disclosure requests. However, subject to amendment by the Public Records Officer, it is left to the discretion of staff members responding to the disclosure service to determine the “Routine” or “Formal” nature of the request.

B. Formal Request – A Formal Request for disclosure of public records will normally be made on the City’s prepared form. Prepared forms for requesting disclosure of public records are available in all administrative offices of the City of Bonney Lake and on the Bonney Lake Website at www.ci.bonney-lake.wa.us. (See Appendix A).

Regardless of format used, requestors are encouraged to provide the following information to help the City efficiently provide the requested records:

1) Name of Requestor;
2) Contact Phone Number and/or email address;
3) Mailing Address;
4) Title and Date of Record (If unknown- requestor shall provide a description of the record and/or its function);
5) Any additional information that will expedite the identification and retrieval of the record;
6) Whether the requestor simply wishes to inspect the record, or whether the requestor wishes to pay for a copy.
C. Processing Formal Requests – A Formal Request for disclosure of public records may be received by the administrative staff of any administrative office of the City. If submitted on other than the City’s prepared form, it shall be attached by the receiving employee to the City’s prepared form for tracking purposes. A verbal request shall be reduced to writing on the City’s prepared form either by the requestor or by the receiving employee in the event such is refused by the requestor.

1) The original Formal Request and accompanying documentation shall be forwarded immediately to the Public Records Officer.

2) Noting the date submitted, the Public Records Officer shall affix the date by which the City shall make its initial response to the request, and immediately forward a copy of the request to the appropriate department(s).

3) Within five business days of receipt of the request, the Public Records Officer shall do one or more of the following:
   a. Make the records available for inspection or copying, (or, if so requested and payment for the records is made in advance, send the records to the requestor);
   b. Provide a reasonable estimate of when records will be available (An estimate may be revised when appropriate);
   c. Provide a written response stating that the record does not exist, or that access to the record is being denied, and the basis for that denial.
   c. If the request is unclear or does not sufficiently identify the requested records, the Public Records Officer shall request clarification from the requestor.
   d. If a request for clarification of the original request fails to result in a reasonably identifiable record, the original request shall be denied. It is left to the discretion of the Public Records Officer to determine if a records response will be broken into installments and if a deposit, not to exceed 10% of the estimated cost, will be required. In the event the deposit exceeds the allowed costs to provide copies, the sum in excess will be returned by the City.

4) A copy of the requested public record shall be forwarded to the Public Records Officer by the appropriate department director or his/her designee as soon as reasonably practical.

5) If in consultation with the Public Records Officer a department head or his/her designee determines processing the request will require additional time to respond, the department head/designee shall notify the Public Records Officer as soon as reasonably
practicable, but not later than 4 business days from original receipt, so the Public Records Officer can notify the requester within the 5 business days requirement. The department head/designee shall note whether the need for additional time is to clarify the intent of the request, to locate and assemble the information requested, to notify third persons or agencies affected by the request, or to determine whether any of the information requested is exempt, and the approximate date the information will be available.

6) The City is not obligated to create a new record to satisfy a request for public records. However, sometimes it is easier to create a record that will satisfy the requestor than it would be to research and collect all of the associated records. The decision to create a new record for the City’s convenience or the convenience of the requestor is left to the discretion of the Public Records Officer.

7) When the request is for a large number of records, the Public Records Officer may provide access for inspection and copying in installments. For large requests, the Public Records Officer may ask the requestor to prioritize the request so that he/she receives the most important records first. If the requestor fails within thirty days to inspect the first or additional installments and pay for requested copies, the Public Records Officer may stop the search for the remaining records and close the request.

8) A request for public disclosure is not continuing in nature. In the event additional records are created after original receipt of the request, the requestor will need to submit a new request for public disclosure.

9) The City is prohibited by statute from disclosing lists of individuals for commercial purposes.

10) If the Public Records Officer believes that a third party to the requested public record is affected by the disclosure, he/she may provide notice to the third party advising that the record shall be disclosed unless an injunctive action is filed and sustained. The Public Records Officer shall generally allow ten days for a response from the third party.

11) A denial of access to a public record shall include a written statement enumerating the items and the reason(s) for exclusion, along with the appropriate legal citation for the exclusion. The Public Records Officer should review all denials of access with the Mayor, City Administrator and/or City Attorney pursuant to RCW42.17.320/42.56.520.
12) When a public records request has been completed, the copies of documents provided shall include a copy of the original request form (at no cost) with all applicable charges noted. Absent any additional written communication, this form shall signify that the Public Records Officer considers the response to be complete and that the City has completed a diligent search for the requested records.

100.6 INSPECTION OF RECORDS, COPYING AND PAYMENT

1) In the event a requestor chooses to first inspect the records, the Public Records Officer shall designate the location and notify the requestor where the records may be inspected.

2) Records shall be made available for inspection during customary hours for the administrative offices of the location where the record will be inspected. The Public Records Officer may require that an appointment be made by the requestor to inspect the records. Any appointment to inspect records may be limited in length by the Public Records Officer as he/she deems necessary in order to avoid interference with City operations.

3) If the requestor determines that copies of the records are desired, it shall be the responsibility of the requestor to mark pages for copying in a way that will not deface, damage, disassemble, or alter the public records. City staff in the department where the records are being reviewed will try and assist the requestor with copies at the time of review. If for some technical reason it is not possible to make the copies, or if it will interrupt the essential workflow of the department to provide copies at the time of review, copies shall be provided as soon thereafter as possible. An estimated time shall be provided to the requestor.

4) During the inspection of records, no member of the public may remove, disassemble, or alter a document.

5) While there is no fee to make public records available for review, making copies of records or other related services shall be charged at the rate provided in the municipal code. Copies of color maps or large-scale maps or other services not covered by the municipal code, shall be charged at the actual cost of materials and services.

6) Copies of records may be provided electronically at the discretion of the Public Records Officer. There is no charge for providing
copies electronically. Copies in excess of ten pages shall not be provided by FAX. Generally, copies incurring long-distance charges shall not be provided by FAX.

7) In providing a response to a records request, the City will provide all audio tapes, videotapes, computer diskettes or other media at the cost provided for in the municipal code, or at actual cost to the City if not covered by the municipal code. No requestor provided media for copies of records will be used.

8) All costs for mailing of requested copies shall be paid in full in a manner acceptable to the City, and before the copies are released to the requestor. The City will generally use the United States Postal Service, unless other arrangements are made by the requestor and are acceptable to the Public Records Officer.
City of
Bonney Lake

Request for Disclosure of Public Records

Routed To: ___________________ Fee: ___________ TR#: ___________
Response Due: _______________ ☐ Paid In Full ☐ Balance Due
Date Called: _________________ Due: ___________ TR#: ___________

Please complete the following:

Name: _________________________ Phone: ______________________
Mailing Address: ______________________________________________
Title & Date of Record: _________________________________________

Please check the appropriate box below.
☐ - I request that copies of the identified documents be made. ☐ - I am requesting only to review documents at this time.
Review of records is without charge. Copies are currently charged at $.10 per standard copy.

Please provide any additional information that will help us locate them for you as quickly as possible.

______________________________________________________________

Purpose of Request (optional): __________________________________

I understand that per RCW 42.17.320, the City of Bonney Lake has five business days to respond to my request. If the information will not be available within five business days, an estimated date of completion will be given.

I understand that per RCW 42.17.260-270 the City of Bonney Lake will charge for copies of records; that the City may require a deposit of up to 10% of the estimated charge at the time the request is submitted; and that full payment may be required prior to delivery of documents. In addition, per RCW 42.17.270, the City may provide records on a partial or installment basis as they are assembled/readyed for disclosure. In that event, I understand that the City may charge for each part of the request as it is provided, and that if I do not claim or review any installment of records requested, the City is not obligated to fulfill the balance of the request.

I understand that my request may contain information that is exempt from disclosure pursuant to specific exemptions contained in Ch. 42.17 RCW or other statutes. If this should be the case, I understand I will be notified in writing.

__________________________  _____________________
Signature                      Date

THE FOLLOWING PROVISION APPLIES ONLY TO REQUESTS FOR LISTS OF INDIVIDUALS:
I understand that RCW 42.17.260(9) prohibits the City from disclosing lists of individuals requested for commercial purposes. I understand that "commercial purposes" means use of the information requested to communicate with the individual(s) named in the record(s) for the purpose of facilitating profit-expecting activity. I understand that the use of said records for commercial purposes may violate the rights of the individuals named therein and may subject me to liability for such commercial use, by myself or others. Therefore, I hereby declare, under penalty of perjury, that I am not requesting lists of individuals for commercial purposes.

__________________________  _____________________
Signature                      City & State Where Signed

City of Bonney Lake • 19306 Bonney Lake Blvd. • P. O. Box 7380 • Bonney Lake, WA 98391-0944
Voice (253) 447-4310 • Fax (253) 862-8538

(Rev. 04/19/06)
APPENDIX B

REFERENCE LIST OF EXEMPTIONS
DISCLOSURE OF PUBLIC RECORDS PROCEDURES

In addition to exemption and prohibition statutes listed in RCW 42.17 – RCW 42.17.260(2), the following is a list of laws the City believes exempts or prohibits disclosure of specific information or records of the City:

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<th>Washington State Statutes</th>
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<tr>
<td>RCW 2.64.111</td>
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<td>RCW 74.09.900</td>
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<td>RCW 74.20.280</td>
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<td>RCW 74.34.095</td>
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<td>RCW 82.32.330</td>
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<td>RCW 84.36.389</td>
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<td>RCW 84.40.020</td>
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**Selected Federal Confidentiality Statutes and Rules**

<table>
<thead>
<tr>
<th>Citation</th>
<th>Description</th>
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<tbody>
<tr>
<td>20 USC § 1232g</td>
<td>Family Education Rights and Privacy Act</td>
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<tr>
<td>42 USC 290dd-2</td>
<td>Confidentiality of Substance Abuse Records</td>
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<tr>
<td>42 USC 654(26)</td>
<td>State Plans for Child Support</td>
</tr>
<tr>
<td>42 USC 671(a)(8)</td>
<td>State Plans for Foster Care and Adoption Assistance</td>
</tr>
<tr>
<td>42 USC 1396a(7)</td>
<td>State Plans for Medical Assistance</td>
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<tr>
<td>7 CFR 272.1(c)</td>
<td>Food Stamp Applicants and Recipients</td>
</tr>
<tr>
<td>34 CFR 361.38</td>
<td>State Vocational Rehabilitation Services Programs</td>
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<tr>
<td>42 CFR 431.300 - 307</td>
<td>Safeguarding Information on Applicants and Recipients of Medical Assistance</td>
</tr>
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<td>42 CFR 483. 420</td>
<td>Client Protections for Intermediate Care Facilities for the Mentally Retarded</td>
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<td>42 CFR 5106a(b)(2)(A)</td>
<td>Grants to States for Child Abuse and Neglect Prevention and Treatment Programs</td>
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<tr>
<td>45 CFR 160-164</td>
<td>HIPAA Privacy Rule</td>
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City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council/Wrkspr Mtg Date:</th>
<th>Agenda Bill Number</th>
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<tbody>
<tr>
<td>Dan Grigsby – PW Director</td>
<td>May 23, 2006</td>
<td>AB06-119</td>
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<table>
<thead>
<tr>
<th>Ordinance Number:</th>
<th>Resolution Number</th>
<th>Councilmember Sponsor:</th>
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<tr>
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<td>1578</td>
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**BUDGET INFORMATION**

<table>
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<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
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<th>Remaining Balance</th>
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<tr>
<td>$2,500,000</td>
<td>$1,394,408.13</td>
<td>$1,673,288</td>
<td>$826,712</td>
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<tr>
<td></td>
<td>$139,440 (10% Contingency)</td>
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<tr>
<td></td>
<td>$139,440 (10% Project Mgmt &amp; Inspections)</td>
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**Explanation:**

Leaky Main PWTF 401.999.594.13.063

**Agenda Subject:**

A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with Kar-Vel Construction for the Tacoma Point Water Main Replacement Project.

**Administrative Recommendation:**

**Background Summary:** Award Tacoma Point Water main Replacement Project to Kar-Vel Construction.

The City opened bids on May 10, 2006 @ 10:00 AM. Of the 6 bids we received Kar-Vel Construction was the low bidder with a bid of $1,394,408.13. Public Works is requesting authorization of up to 10% of the bid ($139,440) for contingencies, and 10% ($139,440) for construction management and inspections.

* Bid Proposal, Contract Documents and Specifications will be available for viewing in the Public Work’s Department or Clerk’s Office.

<table>
<thead>
<tr>
<th>Council Committee Dates:</th>
<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
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<tr>
<td>Finance Committee:</td>
<td>Planning Commission:</td>
<td>Park Board:</td>
</tr>
<tr>
<td>Public Safety Committee:</td>
<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
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<tr>
<td>Community Development &amp; Planning Committee: 5/15/06</td>
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<tr>
<td>Council Workshop:</td>
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**Council Action:**

<table>
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<th>Council Call for Hearing:</th>
<th>Council Hearings Date:</th>
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<table>
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<th>Council Referred Back to:</th>
<th>Workshop: Committee</th>
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<table>
<thead>
<tr>
<th>Council Tabled Until:</th>
<th>Council Meeting Dates:</th>
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<tbody>
<tr>
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</table>

**Signatures:**

Department

City Attorney reviewed

Standard
COMMUNITY DEVELOPMENT COMMITTEE

DATE: May 15, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Award the Tacoma Point Water Main Replacement to Kar-Vel Construction

The City opened bids on May 10, 2006 @ 10:00 AM. Of the 6 bids we received Kar-Vel Construction was the low bidder with a bid of $1,394,408.13. Public Works is requesting authorization of up to 10% of the bid ($139,440) for contingencies, and 10% ($139,440) for construction management and inspections.

* Bid Proposal, Contract Documents and Specifications will be available for viewing in the Public Work’s Department or Clerk’s Office.

ORDINANCE/RESOLUTION # 1578

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR
CITY ATTORNEY N/A

BUDGETED ITEM: Budget Impact: $1,394,408.13
(+ 278,880 contingencies & Const. Mgmt)

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

<table>
<thead>
<tr>
<th>DATE</th>
<th>APPROVED</th>
<th>DISAPPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-15-06</td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td>5-15-06</td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td>5-15-06</td>
<td>[Signature]</td>
<td></td>
</tr>
</tbody>
</table>

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: May 23, 2006
Consent Agenda: ☑ Yes ☐ No
RESOLUTION NO. 1578

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT FOR THE TACOMA POINT WATER MAIN REPLACEMENT PROJECT TO KAR-VEL CONSTRUCTION.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 23rd day of May, 2006.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
## Tacoma Point Leak Detection Summary

<table>
<thead>
<tr>
<th>Year</th>
<th>Leaks found System Wide</th>
<th>Gallons Lost Per Year System Wide</th>
<th>Leaks found Tacoma Pt.</th>
<th>Gallons Lost Per Year Tacoma Pt.</th>
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<tbody>
<tr>
<td>2005</td>
<td>22</td>
<td>62,940,600</td>
<td>4</td>
<td>12,320,640</td>
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<tr>
<td>2004</td>
<td>34</td>
<td>89,089,200</td>
<td>9</td>
<td>21,427,200</td>
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<tr>
<td>2003</td>
<td>12</td>
<td>57,027,600</td>
<td>3</td>
<td>10,847,520</td>
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<tr>
<td>2002</td>
<td>13</td>
<td>47,698,200</td>
<td>0</td>
<td>No Survey</td>
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<tr>
<td>2001</td>
<td>14</td>
<td>31,798,800</td>
<td>3</td>
<td>18,213,120</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>95</strong></td>
<td><strong>288,554,400</strong></td>
<td><strong>19</strong></td>
<td><strong>62,808,480</strong></td>
</tr>
</tbody>
</table>
City of Bonney Lake's Public Works Department
Tacoma Point Water Main Replacement Project

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the City of Bonney Lake, P.O. Box 7380, 19306 Bonney Lake Boulevard, Bonney Lake, WA. 98391, until 10:00 a.m. on May 10, 2006 for the Tacoma Point Water Main Replacement Project project.

This project will install approximately 2,953 linear feet of 12-inch diameter, approximately 9,272 linear feet of 8-inch diameter and approximately 331 linear feet of 4-inch diameter ductile iron water main, and approximately 105 linear feet of 12-inch diameter and approximately 97 linear feet of 8-inch diameter C900 water main to replace existing water main that is undersized and manufactured from substandard materials. Additional activities include meter and hydrant installation, service connections and surface and landscape restoration.

Bid proposals will be received only at, the City Clerk at the City of Bonney Lake, PO Box 7380, 19306 Bonney Lake Boulevard, Bonney Lake, WA 98391 by 10:00 a.m. on May 10, 2006, at which time they will be opened, read and tabulated publicly. Proposals received after the time fixed for opening will not be considered.

Contract documents may be obtained from the Public Works Department, City of Bonney Lake, PO Box 7380, 8720 184th Avenue East, Bonney Lake, WA 98391, (253) 447-4341, upon payment of a non-refundable fee of $80.00 for each set. Checks must be made payable to the City of Bonney Lake's Public Works Department. An informational copy of the contract documents is on file for inspection at the City of Bonney Lake's Public Works Department. Bid packages will be mailed if requested. A fee of ten dollars ($10.00) will be charged for mailing.

The City of Bonney Lake's Public Works Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into, pursuant to this advertisement, minority and women's business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Each bid proposal shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, postal money order, or surety bond in an amount equal to at least five (5) percent of the amount of such bid proposal. Checks shall be made payable to the City of Bonney Lake's Public Works Department. Should the successful bidder fail to enter into such contract and furnish satisfactory performance and payment bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Bonney Lake's Public Works Department.

The City of Bonney Lake's Public Works Department reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

No bidder may withdraw his proposal after the hours set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding 60 calendar days.

PUBLISHED: __________________
Daily Journal of Commerce
Publish Date: April 26, 2006

— 1 —
<table>
<thead>
<tr>
<th>Bid</th>
<th>Name</th>
<th>Schedule</th>
<th>Bid Package Format</th>
<th>Construction Co.</th>
<th>VVM Construction</th>
<th>4 A &amp; E Excavating</th>
<th>DDJ Construction</th>
<th>Kar Vel Construction</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1.722.479.79</td>
<td>$1,499,315.79</td>
<td>$2,479.00</td>
<td>$79,238.65</td>
<td>$987,245.10</td>
<td>$988.48</td>
<td>$408.23</td>
<td>$1.394.498.23</td>
</tr>
<tr>
<td>2</td>
<td>1.722.479.79</td>
<td>$1,499,315.79</td>
<td>$2,479.00</td>
<td>$79,238.65</td>
<td>$987,245.10</td>
<td>$988.48</td>
<td>$408.23</td>
<td>$1.394.498.23</td>
</tr>
<tr>
<td>3</td>
<td>1.722.479.79</td>
<td>$1,499,315.79</td>
<td>$2,479.00</td>
<td>$79,238.65</td>
<td>$987,245.10</td>
<td>$988.48</td>
<td>$408.23</td>
<td>$1.394.498.23</td>
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<td>1.722.479.79</td>
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<td>$79,238.65</td>
<td>$987,245.10</td>
<td>$988.48</td>
<td>$408.23</td>
<td>$1.394.498.23</td>
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<tr>
<td>5</td>
<td>1.722.479.79</td>
<td>$1,499,315.79</td>
<td>$2,479.00</td>
<td>$79,238.65</td>
<td>$987,245.10</td>
<td>$988.48</td>
<td>$408.23</td>
<td>$1.394.498.23</td>
</tr>
<tr>
<td>6</td>
<td>1.722.479.79</td>
<td>$1,499,315.79</td>
<td>$2,479.00</td>
<td>$79,238.65</td>
<td>$987,245.10</td>
<td>$988.48</td>
<td>$408.23</td>
<td>$1.394.498.23</td>
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Date: 5/10/06 10:00 am
Bid for: Tacoma Point Water Main Replacement
City of Bonney Lake
<table>
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<tr>
<th>Contract No.</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>1</td>
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<td>1200.00</td>
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<tr>
<td>2</td>
<td>2000.00</td>
<td>2000.00</td>
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<tr>
<td>3</td>
<td>3000.00</td>
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</tr>
<tr>
<td>5</td>
<td>5000.00</td>
<td>5000.00</td>
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</table>

**Bid Item Description:**
- Item 1: Concrete Curb
- Item 2: Drainage Ditch
- Item 3: Sidewalk
- Item 4: Storm Drain
- Item 5: Storm Sewer

**Schedule A: Water:**
- 10-01: Water Main
- 10-02: Water Main Extension
- 10-03: Water Main Reinforcement

**Schedule B: Roadway:**
- 11-01: Roadway
- 11-02: Roadway Extension
- 11-03: Roadway Reinforcement

**Bid Item Description:**
- Item 6: Roadway Curb
- Item 7: Roadway Drainage Ditch
- Item 8: Roadway Sidewalk
- Item 9: Roadway Storm Drain
- Item 10: Roadway Storm Sewer

**Bid Item Description:**
- Item 11: Roadway Concrete Curb
- Item 12: Roadway Drainage Ditch
- Item 13: Roadway Sidewalk
- Item 14: Roadway Storm Drain
- Item 15: Roadway Storm Sewer

**Bid Item Description:**
- Item 16: Roadway Concrete Curb
- Item 17: Roadway Drainage Ditch
- Item 18: Roadway Sidewalk
- Item 19: Roadway Storm Drain
- Item 20: Roadway Storm Sewer
# SCHEDULE OF PRICES

## Schedule A – Water Main

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Approx. Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>A1.</td>
<td>1 LS</td>
<td>Mobilization</td>
<td>$88,000.00</td>
<td>$88,000.00</td>
</tr>
<tr>
<td>A2.</td>
<td>1 LS</td>
<td>Demobilization</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
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<td>A3.</td>
<td>1 LS</td>
<td>Construction Survey and As-builds</td>
<td>$21,500.00</td>
<td>$21,500.00</td>
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<td>A4.</td>
<td>1 LS</td>
<td>Traffic Control</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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<tr>
<td>A5.</td>
<td>1 LS</td>
<td>Sedimentation and Erosion Control</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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<tr>
<td>A6.</td>
<td>1 LS</td>
<td>Shoring and Trench Safety Systems</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>A7.</td>
<td>5,835 TN</td>
<td>Imported Select Backfill for Water Main Trench</td>
<td>$2.00</td>
<td>$11,670.00</td>
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<tr>
<td>A8.</td>
<td>331 LF</td>
<td>4-inch Diameter Ductile Iron Water Main</td>
<td>$30.00</td>
<td>$9,930.00</td>
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<tr>
<td>A9.</td>
<td>9,272 LF</td>
<td>8-Inch Diameter Ductile Iron Water Main</td>
<td>$34.00</td>
<td>$315,248.00</td>
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### SCHEDULE OF PRICES

#### Schedule A – Water Main

<table>
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<th>Bid Item</th>
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<tr>
<td>A10</td>
<td>2,953 LF</td>
<td>12-Inch Diameter Ductile Iron Water Main&lt;br&gt;$Forty eight dollars (unit price in words)</td>
<td>$48.00</td>
<td>$141,744.00</td>
</tr>
<tr>
<td>A11</td>
<td>97 LF</td>
<td>8-Inch Diameter C900 Water Main&lt;br&gt;$Forty four dollars (unit price in words)</td>
<td>$44.00</td>
<td>$4,268.00</td>
</tr>
<tr>
<td>A12</td>
<td>105 LF</td>
<td>12-Inch Diameter C900 Water Main&lt;br&gt;$Fifty four dollars (unit price in words)</td>
<td>$54.00</td>
<td>$5,670.00</td>
</tr>
<tr>
<td>A13</td>
<td>21 EA</td>
<td>8-Inch Gate Valves&lt;br&gt;$Eight hundred eighty dollars (unit price in words)</td>
<td>$880.00</td>
<td>$18,480.00</td>
</tr>
<tr>
<td>A14</td>
<td>10 EA</td>
<td>12-Inch Gate Valves&lt;br&gt;$One thousand six hundred dollars (unit price in words)</td>
<td>$1,600.00</td>
<td>$16,000.00</td>
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<tr>
<td>A15</td>
<td>22 EA</td>
<td>Fire Hydrant Assembly&lt;br&gt;$Four thousand one hundred dollars (unit price in words)</td>
<td>$4,100.00</td>
<td>$90,200.00</td>
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<tr>
<td>A16</td>
<td>5 EA</td>
<td>Air and Vacuum Assembly&lt;br&gt;$Three thousand one hundred dollars (unit price in words)</td>
<td>$3,100.00</td>
<td>$15,500.00</td>
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<tr>
<td>A17</td>
<td>1 EA</td>
<td>Blowoff Assembly&lt;br&gt;$Two thousand one hundred dollars (unit price in words)</td>
<td>$2,100.00</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>A18</td>
<td>2 EA</td>
<td>Routine Sampling Station&lt;br&gt;$One thousand eight hundred dollars</td>
<td>$1,800.00</td>
<td>$3,600.00</td>
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</table>
# Schedule of Prices

## Schedule A – Water Main

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Approx. Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>A19.</td>
<td>10 CY</td>
<td>Concrete Blocking</td>
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<td></td>
<td></td>
<td>$E eighty dollars</td>
<td>$80.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>A20.</td>
<td>53 EA</td>
<td>New Single Water Service and Connection to Existing</td>
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<tr>
<td></td>
<td></td>
<td>$one thousand one hundred fifty dollars</td>
<td>$1,150.00</td>
<td>$60,950.00</td>
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<tr>
<td>A21.</td>
<td>95 EA</td>
<td>New Double Water Service and Connection to Existing</td>
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<tr>
<td></td>
<td></td>
<td>$one thousand five hundred sixty dollars</td>
<td>$1,560.00</td>
<td>$148,200.00</td>
</tr>
<tr>
<td>A22.</td>
<td>6 EA</td>
<td>Connections to Existing Water System</td>
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<td></td>
<td></td>
<td>$two thousand six hundred dollars</td>
<td>$2,600.00</td>
<td>$15,600.00</td>
</tr>
<tr>
<td>A23.</td>
<td>1 LS</td>
<td>Abandon Existing Water System</td>
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<tr>
<td></td>
<td></td>
<td>$one thousand five hundred dollars</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

Subtotal (Items A1 – A23) Schedule of Prices

| Subtotal | $988,960.00 | $988,960.00 |

Washington State Sales Tax (8.8%)

| Washington State Sales Tax | $87,028.48 | $87,028.48 |

Total Schedule A

| Total Schedule A | $1,075,988.48 | $1,075,988.48 |
# SCHEDULE OF PRICES

**Base Bid – Schedule B – Roadway Restoration (non-taxable)**

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Approx. Quantity</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1. 1 LS</td>
<td>Mobilization</td>
<td>$Thirty one thousand dollars (unit price in words)</td>
<td>$31,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$31,000.00</td>
<td></td>
</tr>
<tr>
<td>B2. 1 LS</td>
<td>Demobilization</td>
<td>$Ten thousand dollars (unit price in words)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td>B3. 1 LS</td>
<td>Traffic Control</td>
<td>$One thousand dollars (unit price in words)</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>B4. 517 TN</td>
<td>Crushed Rock for Roadway Base</td>
<td>$Fourteen dollars (unit price in words)</td>
<td>$14.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$14.00</td>
<td></td>
</tr>
<tr>
<td>B5. 198 TN</td>
<td>Crushed Rock for Driveway Repair</td>
<td>$Fourteen dollars (unit price in words)</td>
<td>$14.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$14.00</td>
<td></td>
</tr>
<tr>
<td>B6. 800 TN</td>
<td>Asphalt Concrete Pavement (ACP), Class B for Trench Patch</td>
<td>$One hundred twenty five dollars (unit price in words)</td>
<td>$125.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$125.00</td>
<td></td>
</tr>
<tr>
<td>B7. 989 TN</td>
<td>Asphalt Concrete Pavement (ACP), Class B for Overlays</td>
<td>$Seventy one dollars (unit price in words)</td>
<td>$71.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$71.00</td>
<td></td>
</tr>
<tr>
<td>B8. 155 TN</td>
<td>Asphalt Concrete Pavement (ACP), Class B for Driveway Aprons</td>
<td>$Seventy five dollars (unit price in words)</td>
<td>$75.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$75.00</td>
<td></td>
</tr>
</tbody>
</table>
## SCHEDULE OF PRICES

### Base Bid – Schedule B – Roadway Restoration (non-taxable)

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Approx. Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>B9.</td>
<td>74 TN</td>
<td>Asphalt Concrete Pavement (ACP), Class B for Driveway Repair</td>
<td>$125.00</td>
<td>$9,250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(unit price in words)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B10.</td>
<td>110 SY</td>
<td>Concrete Driveway Replacement</td>
<td>$65.00</td>
<td>$7,150.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(unit price in words)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B11.</td>
<td>506 TN</td>
<td>Shoulder Ballast</td>
<td>$14.00</td>
<td>$7,084.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(unit price in words)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B12.</td>
<td>1 LS</td>
<td>Pavement Markings</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(unit price in words)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B13.</td>
<td>1,387 SY</td>
<td>Asphalt Grinding and Removal</td>
<td>$5.25</td>
<td>$7,281.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(unit price in words)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B14.</td>
<td>1 LS</td>
<td>Mail Box Removal and Reinstallation</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(unit price in words)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B15.</td>
<td>1 LS</td>
<td>Landscape Restoration</td>
<td>$45,000.00</td>
<td>$45,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(unit price in words)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B16.</td>
<td>12 EA</td>
<td>Tree Removal</td>
<td>$300.00</td>
<td>$3,600.00</td>
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<tr>
<td></td>
<td></td>
<td><em>(unit price in words)</em></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# SCHEDULE OF PRICES

**Base Bid – Schedule B – Roadway Restoration (non-taxable)**

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Approx. Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>B17.</td>
<td>1 LS</td>
<td>Raise Surface Features to Grade</td>
<td>$2,600.00</td>
<td>$2,600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(unit price in words)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B18.</td>
<td>1 LS</td>
<td>Replace Existing Monumentation</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(unit price in words)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Subtotal (Items 1 – 18) Schedule of Prices</strong></td>
<td>$318,419.75</td>
<td><strong>$318,419.75</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Schedule B</strong></td>
<td></td>
<td><strong>$318,419.75</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Schedules A and B</strong></td>
<td></td>
<td><strong>$1,394,408.13</strong></td>
</tr>
</tbody>
</table>
AGREEMENT

State of Washington

County of Pierce

THIS AGREEMENT AND CONTRACT, made and entered into at **Washington, this _____ day of __________, in the year of ____, by and between City of Bonney Lake, Washington, a municipal corporation, hereinafter designated as the “Owner,” and **

“Contractor,”

WITNESSETH:

That WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications described as the Tacoma Point Water Main Replacement Project and the Contractor did on __________ day of __________, 20____, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal, and

WHEREAS, the said Contract Documents fully and accurately described the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

IT IS THEREFORE AGREED, first, that a copy of said General Conditions and other Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of the Agreement and Contract by and between the parties hereto in all matters and things therein set forth and described; and further, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

IN FAITH WHEREOF, witness the hands and seals of both parties hereto on the day and year in this Agreement first above written.

Contractor

By

Title

Attest (If Corporation) Witness (If Individual or Partnership)


City of Bonney Lake

By

Title
AGREEMENT

State of Washington )
                SS
County of Pierce )

THIS AGREEMENT AND CONTRACT, made and entered into at **___________**
Washington, this _____ day of __________, in the year of ______, by and between City of Bonney
Lake, Washington, a municipal corporation, hereinafter designated as the "Owner," and
________________________________________ hereinafter designated as the
"Contractor,"

WITNESSETH:

That WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications
described as the Tacoma Point Water Main Replacement Project and the Contractor did on ___________
day of _____________, 20____, file with the Owner a proposal to construct said work and agreed to
accept as payment therefore the sum fully stated and set forth in the proposal, and

WHEREAS, the said Contract Documents fully and accurately described the terms and conditions
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Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in
full.

IN FAITH WHEREOF, witness the hands and seals of both parties hereto on the day and year in
this Agreement first above written.

Contractor______________________________
By______________________________
Title______________________________

Attest (If Corporation) Witness (If Individual or Partnership)

City of Bonney Lake
By______________________________
Title______________________________
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council/Wrkshp Mtg Date:</th>
<th>Agenda Bill Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Grigsby – PW Director</td>
<td>May 23, 2006</td>
<td>AB06-120</td>
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<table>
<thead>
<tr>
<th>Ordinance Number:</th>
<th>Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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</table>

### BUDGET INFORMATION

<table>
<thead>
<tr>
<th>2006 Contract Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,000 + WSST</td>
<td>$6,500 + WSST</td>
<td>$7,072</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Explanation:**
Retainage release of $3,536 once contract closeout documents/requirements are met.

**Agenda Subject:**
Project Completion of the Limb and Storm Debris Grinding Project.

### Administrative Recommendation:

### Background Summary:
Accept limb and storm debris grinding project as complete.

The grinding of limbs and debris from the storm has been completed. West Coast Stump Grinding, Inc. has submitted their final pay estimate and the project has been accepted by the Assistant Public Works Director. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage. West Coast Stump Grinding requested that the City of Bonney Lake withhold 50% retainage in lieu of bonding (RCW 39.08).

### Council Committee Dates: | Commission Dates: | Board/Hearing Examiner Dates:
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Finance Committee:</td>
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</tr>
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<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
</tr>
<tr>
<td>Community Development &amp; Planning Committee: 5/15/06</td>
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<tr>
<td>Council Workshop:</td>
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</table>

### Council Action:

<table>
<thead>
<tr>
<th>Council Call for Hearing:</th>
<th>Council Hearings Date:</th>
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<th>Committee</th>
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</table>

<table>
<thead>
<tr>
<th>Council Tabled Until:</th>
<th>Council Meeting Dates:</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

### Signatures:

[Signatures: Dept. Dir. | Mayor | Date City Attorney reviewed Standard]
DATE: May 15, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Storm Debris & Limb Grinding Project Complete – West Coast Stump Grinding

The grinding of limbs and debris from the storm has been completed. West Coast Stump Grinding, Inc. has submitted their final pay estimate and the project has been accepted by the Assistant Public Works Director. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage. West Coast Stump Grinding requested that the City of Bonney Lake withhold 50% retainage in lieu of bonding (RCW 39.08).

ORDINANCE/RESOLUTION # 1578

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR
CITY ATTORNEY N/A

BUDGETED ITEM: Budget Impact: $0
Release Retainage $3,536.00

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairman 5-15-06
Mark Hamilton 5-15-06
David Bowen 5-15-06

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: May 23, 2006

Consent Agenda: ☑ Yes ☐ No
The contract approved by Council on March 28, 2006, Resolution 1548, was in the amount of 5,000 plus WSST for a total of $5,440.

By the time PW was ready to proceed with the grinding of materials, the pile of limbs and storm debris had rapidly grown in size. West Coast Stump Grinding met with PW and determined that due to the increase in volume they would not be able to continue at the price that they originally quoted. West Coast submitted a change order in the amount of $1,500 bringing the amount to $6,500 plus WSST for a total of $7,072.

When the City originally solicited bids from the Small Works Roster only 2 bids were received with the second bid coming in at $10,500 from Rainier Wood Recyclers. Due to this fact it did not seem unreasonable to pay the increase from West Coast since the total amount, even with the added materials, was still well below the cost from the second proposal.
<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>PREVIOUS BALANCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2020</td>
<td>Grind wood debris</td>
<td>1,500.00</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td>Tax</td>
<td></td>
<td>512.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>1,512.00</strong></td>
</tr>
</tbody>
</table>

RETURN THIS UPPER PORTION WITH YOUR REMITTANCE $1,512.00

City of Bonney Lake
8-120 124th Ave E
Bonney Lake, WA 98391

WEST COAST GRINDING INC.
6009 197th Ave E
Bonney Lake, WA 98391

(253) 891-1462
Department of Labor and Industries

Employer Liability Certificate

Date: 04/06/2006

UBI #: 602 322 491

Business Name: WEST COAST STUMP GRINDING INC

Legal Business Name: WEST COAST STUMP GRINDING INC

Account #: 944,325-01

'Doing Business As' Name: WEST COAST STUMP GRINDING INC

Quarterly Premium Reports: N/A

Workers' Comp Premium Status: Call account representative for premium status.

Licensed Contractor? Yes

Account Representative: DAVID CORNWALL (253)596-3847 - E-mail: CORD235@lni.wa.gov

Industrial Insurance Information

The information above shows the employer's industrial insurance (workers' compensation) premium status with the Department of Labor and Industries.

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates or limitations of coverage. (See RCW 51.12.050 and 51.16.190.)
May 09, 2006

City of Bonney Lake
Attn. Michelle
19306 Bonney Lake Blvd
Bonney Lake, WA  98390

RE: Grinding of limbs and debris from storm

Dear City of Bonney Lake/Michelle,

West Coast Stump Grinding, Inc. has paid in full all labor and/or material costs in conjunction with the above referenced project that commenced on May 01, 2006.

Please contact our office should any questions arise. Thank you.

Sincerely,

Michael R. Munson
President
West Coast Stump Grinding, Inc.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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<tr>
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</thead>
<tbody>
<tr>
<td>Admin Srvc/Edvalson</td>
<td>May 23, 2006</td>
<td>AB06-127</td>
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</tr>
</thead>
</table>

**Explanation:** No Budget Impacts.

**Agenda Subject:** Consideration of a motion changing the meeting venue for the June 27th Council meeting, rescheduling the July 4th Council workshop to July 8th, calling a special council meeting for July 8th, and canceling the August 1st Council workshop.

**Administrative Recommendation:** Approval of proposed motion.

**Background Summary:** Deputy Mayor Swatman has proposed that the Council meeting of June 27th be held at the Bonney Lake High School Commons to facilitate information to the area residents about traffic improvements and other topics of concern for the area. The high school commons area has been reserved for the Council’s regular meeting that night.

The July 4th Council workshop falls on a holiday. It has been proposed that the meeting be rescheduled for Saturday July 8th at Noon. Additionally on July 8th, it has been proposed that the Councils and appropriate staff from the Cities of Bonney Lake and Sumner and East Pierce County Fire and Rescue meet from 9:00 a.m. to Noon to discuss emergency preparedness. These two meetings will be held at the Public Safety Building Training Room.

August 1st is the night of the National Night Out against crime celebration. It has been proposed that the Council cancel their regular workshop that night to allow Councilmembers and staff to participate with citizens in the planned activities that night.

<table>
<thead>
<tr>
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<th>Board/Hearing Examiner Dates:</th>
</tr>
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</tr>
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<td>Community Development &amp; Planning Committee:</td>
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<td></td>
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<tr>
<td>Council Workshops:</td>
<td></td>
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</table>

**Council Action:**

<table>
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<tbody>
<tr>
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<td></td>
<td>Council Meeting Dates:</td>
</tr>
</tbody>
</table>

**Signatures:**

Dir. Authorization: [Signature]  Mayor: [Signature]  Date City Attorney Reviewed: [Date]
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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</tr>
</thead>
<tbody>
<tr>
<td>Gary Leaf, Community Services Director</td>
<td>May 23, 2006</td>
<td>AB06-93</td>
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</table>

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<tr>
<td></td>
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</table>

**Budget Information**

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<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,000</td>
<td>$6,586</td>
<td>$586</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Explanation**

Renewal maintenance agreement.

**Agenda Subject:**

A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a maintenance contract with Liebert Global Services.

**Administrative Recommendation:**

 Recommend that the City Council approve the contract and authorize the Mayor to sign it.

**Background Summary:**

In 1993 when the Public Safety Building was constructed a battery backup system was installed to provide power in an emergency. In 2004 the batteries were replaced and for the first time hired a firm to perform preventive maintenance on this unit. This followed a failure in the backup system when power went out in April 2004. Last year Liebert provided a similar PM service for this proprietary unit. The maintenance contract will replace up to 10% of the batteries at each scheduled service in addition to checking out the other components of the system. The maintenance contract will be with Liebert Global Services, and the actual work will be done by Campbell Company out of Seattle.

<table>
<thead>
<tr>
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</thead>
<tbody>
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<td>Hearing Examiner:</td>
</tr>
<tr>
<td>Community Development &amp; Planning Committee:</td>
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<tr>
<td>Council Workshop:</td>
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</tr>
</tbody>
</table>

**Council Action:**

Council Call for Hearing: Council Hearings Date:

Council Referred Back to: Workshop: Committee

Council Tabled Until: Council Meeting Dates:

**Signatures:**

[Signatures]

Date City Attorney reviewed 5/18/2006
RESOLUTION NO. 1561

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A MAINTENANCE CONTRACT WITH LIEBERT GLOBAL SERVICES FOR MAINTAINING THE BATTERY BACKUP SYSTEM AT THE PUBLIC SAFETY BUILDING.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the maintenance contract attached hereto and incorporated in “Attachment A”.

PASSED by the City Council this 23rd day of May, 2006.

___________________________________________________________
Neil Johnson, Mayor

ATTEST:

___________________________________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

___________________________________________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of May, 2006, by and between the City of Bonney Lake ("City") and Leibert Global Services ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; **provided**, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit A, attached hereto and incorporated herein by this reference. 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. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit A; **provided**, that payment for work within the Scope of Work shall not exceed the fee/hour estimate set out in Exhibit A without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its subconsultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.
4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman’s Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant’s or Consultant’s employees’ work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant’s employees, while so engaged, shall be the sole obligation and responsibility of the Consultant. The Consultant’s relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City’s obligation to pay Consultant in accordance with subsections A and B below.

A. In the event 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 actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorize Extra Work completed. No payment shall be made for any work
completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

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, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**Insurance**

The Consultant shall procure and maintain for the duration of the 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.
A. Minimum Scope of Insurance

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

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

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant’s insurance coverage shall be primary insurance as respect 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.

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
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

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.

13. Subletting or Assigning. The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. Entire Agreement. This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. Waiver. Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party’s right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

17. Execution and Acceptance. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE                CONSULTANT

By: ________________________________    By: ________________________________
   Neil Johnson, Mayor

Attachments:

Exhibit A: SERVICE CONTRACT RENEWAL FOR LIEBERT UPS

q}v\upon/024/007I7/service.sgr.doc
Mr. Gary Leaf  
City of Bonney Lake  
18421 Old Buckley Highway  
Bonney Lake, WA 98190

Phone: (253) 261-5254  
Quote No. 2006.0405.10LGS

SERVICE CONTRACT RENEWAL FOR LIEBERT UPS

Outlined below is a renewal proposal for Liebert factory service for your Liebert UPS system. All maintenance and service work will be performed by Liebert Global Services’ local staff of factory trained service engineers. Four hour emergency response is guaranteed.

Detailed scopes of work are attached that describe this service in more detail. Essentially, this contract covers preventative maintenance and emergency service. The optional “Preferred Service” offering enables you to schedule maintenance at any time of the day or night. (The UPS must be placed on bypass for service, which will expose your load to filtered utility power.)

Please note that this service contract covers replacement of any electronics in the UPS module that may fail after the contract goes into effect. As most of the electronics in the UPS are manufactured by Liebert and are proprietary in nature, this coverage is valuable and typically not available from “third party” service contractors.

“Essential” Service:

Guaranteed 4-hour emergency service response - 24 hours/day, 7 days/week
Emergency service labor and travel coverage
Two preventative maintenance (PM) visits per year for UPS, batteries (Monday-Friday, 8 AM – 5 PM) (off-hours PM’s are optional, see below)
100% parts and labor coverage for the UPS module
Replacement of up to 10% of the batteries each year if needed
PM visits scheduled during normal business hours (off-hours PM visits are optional, see below)

Site ID: 53672  
City of Bonney Lake, 18421 - Old Buckley Highway, Bonney Lake, WA 98390

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<td>2,065.00</td>
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</table>

Total Price NOT including tax: $6,053.00  
(any tax required must be included in customer purchase order amount)
Thank you for the opportunity to present this proposal.

Proposed By: ________________________________
JIM SWEET/Campbell Company __________________ Date

Accepted By: ________________________________
X ____________________
Customer Signature Required __________________ Date

Printed Name ____________________________ Title __________________

Please make your purchase order out to:
LIEBERT GLOBAL SERVICES C/O
Campbell Company, Inc.
JIM SWEET
575 So. Michigan Street
Seattle, WA 98108
Phone: (206) 763-5000
Fax: (206) 763-6700

Signature of this agreement authorizes LGS to invoice for services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the customer authorizes and guarantees LGS the payment of such invoices by authority of the signature above.

Liebert will invoice in the following manner:
Billing Frequency: Annual___Semi-Annual___Quarterly___ Monthly___. Please indicate desired invoicing plan. If no option is selected, agreement will be billed in one annual invoice.
Payment Terms: Net 10 Days

Please provide the following information:

Purchase Order Number: ________________________________

Billing Contact Person: ________________________________ Phone: ________________________________

Person Authorizing Payment: ________________________________ Phone: ________________________________

Billing Company Name: ________________________________ Federal Tax ID # ________________________________

Billing Address: ________________________________ Taxable? Yes ___ No ___

Billing City, ST Zip: ________________________________ If non-taxable, please fax copy of tax exempt certificate

* * COVERAGE DETAILS * *

Liebert Global Services – Proprietary
Parts required to bring equipment back to manufacturers specifications are the responsibility of the customer and billable at the time of the first preventive maintenance visit or service call (unless unit is still under warranty). All pricing is valid only for service coverage stated and is subject to change if this quote is modified in any way. This quote is valid for 30 days from the date of this quote unless otherwise noted. It is understood that if acceptance of this proposal is acknowledged on the buyer’s purchase order, such acceptance will be subject to the terms and conditions of this proposal with the same force and effect as though they were included on the buyer’s purchase order.
Maintenance Services Terms and Conditions
Liebert Global Services is herein referred to as "Liebert". The person or entity purchasing maintenance services is herein referred to as "Customer". Liebert agrees to provide and Customer agrees to accept maintenance services for those Customer products and equipment ("Equipment") set forth in the Schedule(s) (individually or collectively the "Schedule") to these Terms and Conditions, or as listed on the attached Proposal for Service ("Proposal"), as applicable. Such services will be provided in accordance with these Terms and Conditions and the particular maintenance plan and services ("Maintenance Plan") selected by Customer, in consideration for Customer payment of the appropriate Maintenance Plan fees, as set forth in the Proposal or Schedule to these Terms and Conditions, and any other applicable fees as described herein.

1. Maintenance Plan: Maintenance Plans may include: a) Scheduled Preventative Maintenance: Service includes lubrication, adjustment and replacement of unserviceable parts and such other services as may be required by the particular Equipment. Services will be provided at times mutually agreed upon by Liebert and Customer so as to minimize interference with Customer’s use of the Equipment; b) Unscheduled On-Call Preventative Maintenance: Service includes adjustment and replacement of unserviceable Equipment parts as Liebert determines necessary; c) Conforming Maintenance: Service includes maintenance of Equipment in accordance with manufacturers’ written instructions, including the installation of mandatory safety engineering changes as may be required by a manufacturer; d) Diagnostic Assistance: Service includes assisting Customer in determining origin of Equipment problems, reading log outs and testing and running of diagnostics to isolate a failing unit, whether or not such unit is part of the Equipment covered under Customer selected Maintenance Plan; e) Monitoring: Remote monitoring of Liebert monitoring equipment installed at the Customer’s site and initiation of agreed upon response plans when an alarm occurs; f) Service Management: Management of service activities not directly provided by Liebert, i.e., services provided under items (a) through (e). Service management includes management of multiple vendors providing the above services, consolidation of other service agreements, and reporting of service activity, as selected in the Maintenance Plan.

If Customer requests a service which is not included in the Maintenance Plan selected by Customer, Customer will be billed for such service at Liebert’s then prevailing labor and materials rates. Customer may elect to change Maintenance Plans if: a) Customer provides written notice of same to Liebert at least ninety (90) days prior to the desired effective date of the change and b) a new Schedule or Proposal is executed by Customer and accepted by Liebert within this same period of time. Upon completion of a) and b) above, the substitute Maintenance Plan selected by Customer shall become the Maintenance Plan hereunder.

2. Service Hours: Liebert’s normal service hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. All regularly scheduled maintenance services will be provided during these hours. Customer can request services at other times, on a 24 hour 7 day week basis (except legal holidays), by calling 1-800-LIEBERT (543-2378). If the Maintenance Plan selected by Customer provides coverage for services rendered at times other than Liebert’s normal service hours Customer will not be charged for these services. Otherwise, Customer will be charged for these services at Liebert’s then prevailing rates.

3. Parts: If provided for in the Maintenance Plan selected by Customer, Equipment parts in need of replacement will be removed by Liebert and replacement parts installed free of charge. Parts removed become the property of Liebert. Under other Maintenance Plans which Customer may select, parts which Liebert determines require replacement will be furnished at Liebert’s then prevailing materials rate. Parts furnished hereunder are furnished AS IS, WHERE IS, WITH NO WARRANTY WHATSOEVER,
unless such warranty is provided in other agreements.

4. **Payment:** Maintenance Plan fees will be billed by Liebert to Customer annually in advance, or as may otherwise be provided for in the Schedule or Proposal, and will be assessed commencing with the later of: a) if the Equipment is new and start-up of the Equipment has not yet occurred, the start-up date of the Equipment as determined by Liebert or b) the date specified in the Schedule or Proposal. All Maintenance Plan fee payments, or other payments that may be due hereunder, are due thirty (30) days from date of invoice. Payments not received within thirty (30) days from date of invoice shall be subject to a late payment charge of one and one-half percent (1 1/2%), or the maximum charge allowed by law. Liebert reserves the right to increase Maintenance Plan fees upon ninety (90) days prior written notice of same to Customer, but in no case will Liebert increase the Maintenance Plan fees for identical services more than once every twelve (12) months.

5. **Taxes:** Customer will be responsible for payment of any additional amounts needed to pay any taxes, however designated or levied, applicable to any parts or services provided hereunder exclusive, however, of taxes based on the net income of Liebert.

6. **Billable Services:** Additional charges will be billed to Customer, at Liebert’s then prevailing labor and material rates, for any of the following: a) Any services not provided for in the Maintenance Plan selected by Customer; b) Any Maintenance Plan services performed at times other than Liebert’s normal service hours if extended service hour coverage is not provided for in the Maintenance Plan selected by Customer; c) Service necessary to return Equipment to proper operating condition as a result of Customer or Customer’s representatives attempts to maintain/repair the Equipment; d) Service to repair damage to Equipment as a result of: i) misuse, neglect, accident; ii) use of other non-covered equipment with Equipment covered by these Terms and Conditions; iii) catastrophe or other causes external to Equipment; iv) failure to maintain facilities and Equipment in a reasonable manner v) failure to operate Equipment in accordance with applicable specifications; e) If reasonable site and Equipment access is denied the Liebert service representative; f) If it is necessary, due to local circumstances, to use union labor or hire an outside contractor; Liebert service personnel will provide supervision only and the cost of such union or contract labor will be charged to Customer; g) If Equipment is modified by Customer, including, but not limited to changes in specifications and incorporation of attachments or other features.

7. **Movement of Equipment:** Customer agrees to provide Liebert with ninety (90) days prior written notice of any change in location or material rearrangement of the Equipment. If Liebert restarts the Equipment or provides relocation assistance to Customer, Customer will be charged for such services at Liebert’s then prevailing labor and materials rates.

8. **Geographical Service Area:** Maintenance Plan fees and any other fees due hereunder shall be increased by the zone charge specified in the Schedule or Proposal if the Equipment is located or relocated outside a one hundred (100) mile radius of a designated Liebert Service Center (such designations may change from time to time). Zone charges are assessed to cover travel expenses of those Liebert personnel providing Maintenance Plan services.

9. **Exclusions:** Maintenance Plan services to be provided hereunder do not include: a) Maintenance or repair of accessories, attachments, features or other devices not covered by the Maintenance Plan; b) Electrical work external to the Equipment; c) Equipment painting and exterior finish; d) Daily Equipment operations; e) Installation of new equipment or modifications, updates, or revisions to existing Equipment; f) Removing, replacing, or refinishing any part of the building structure or other objects restricting access to the Equipment; g) Service which is impractical for Liebert to render because of alterations to the Equipment; h) Service which is precluded by federal, state,
local government or trade association regulations
or contractual standards.

10. **Access to Equipment:** Customer shall
provide Liebert service personnel ready access to
the Equipment site, subject to Customer’s
reasonable internal security and safety rules, and
adequate work space and facilities to perform
Maintenance Plan services. Actions and expenses
necessary to provide Liebert access to Equipment
to include building structure alteration, repair, or
movement/replacement of other equipment are
the responsibility of Customer. Liebert shall have
no responsibility or liability for any costs,
expenses, or damages arising from Customer
failure to provide access.

11. **Liebert Materials:** Liebert reserves the
right to place materials on Customer premises
that are to be used in the provision of
Maintenance Plan services or installed in the
Equipment. Customer hereby acknowledges that
such materials remain the property of Liebert
until installed in the Equipment and agrees to
take no action that will jeopardize Liebert’s
rights of ownership in such materials. If Liebert
materials placed on Customer property are
damaged, destroyed or stolen due to the
intentional acts, negligence or failure to act of
Customer, its employees, agents, or invitees,
Customer shall reimburse Liebert for such loss in
an amount equal to the full replacement value of
such materials. Liebert shall remove any Liebert
materials placed on Customer premises within a
reasonable time, not to exceed sixty (60) days,
after the cancellation of these Terms and
Conditions.

12. **Subcontractors:** Liebert, in its sole
discretion, reserves the right to subcontract to
others Maintenance Plan services or other repairs
or services to be performed under these Terms
and Conditions.

13. **Safety Personnel:** If OSHA or any other
federal, state or local government, trade
association, or contractual regulations or
standards require a “safety person” to be on site
during Maintenance Plan services or other
services, Customer shall be responsible for
advising Liebert of same and providing for such
a person at the Equipment site at Customer cost.

If Liebert agrees, in writing, to provide for a
safety person, Customer will be billed for such
person’s time at Liebert’s then current labor and
materials rates.

14. **Cancellation:** These Terms and Conditions,
or any part of them, are subject to cancellation by
Liebert if the conditions specified herein are not
met by Customer, or if Customer becomes
insolvent or bankrupt. In such event, Liebert is
under no obligation to pay Customer for any
expenses, costs, claims, or liabilities incurred and
Liebert may retain any portion of the
Maintenance Plan fees prepaid by Customer as
liquidated damages. Liebert retains all rights to
any other legal remedies it may have against
Customer. Customer may cancel Maintenance
Plans billed on an annual basis at the end of the
annual coverage period upon thirty (30) days
prior written notice to Liebert. Maintenance
Plans billed at any other time may be terminated
by Customer upon ninety (90) days prior written
notice to Liebert.

15. **Nuclear:** MAINTENANCE PLANS AND
SERVICES SOLD HEREUNDER ARE NOT
FOR USE IN ANY NUCLEAR AND
RELATED APPLICATIONS. Customer is
hereby deemed to have purchased Maintenance
Plans and services with the foregoing
understanding and will indemnify, defend and
hold Liebert harmless from any claims, losses,
suits, judgments and damages, including, but not
limited to, incidental and consequential damages,
arising from the provision of services in any
nuclear and related application, whether the
cause of action be based in tort, contract or
otherwise, including allegations that Liebert’s
liability is based on negligence or strict liability.

16. **Warranties:** LIEBERT’S OBLIGATIONS
HEREUNDER ARE IN LIEU OF AND
EXCLUDE ALL WARRANTIES, EXPRESS
OR IMPLIED, INCLUDING, WITHOUT
LIMITATION, WARRANTIES OF
MERCHANTABILITY OR FITNESS FOR A
PARTICULAR PURPOSE.

17. **Force Majeure:** Liebert shall not be liable
or responsible for cost, expense or damage due to
a delay in the performance of services hereunder,
where such delay is due to causes beyond its
reasonable control, including, but not limited to natural disasters, acts of government after the date of these Terms and Conditions, power failure, acts of God, labor disputes, riots, acts of war, epidemics, or material and transportation shortages.

18. **Non-Solicitation:** Customer shall not solicit, directly or indirectly, or employ any employee of Liebert for the term of the Maintenance Plan, during the period any other such services are being provided to Customer and for a period of one (1) year after the expiration or termination of the Maintenance Plan or services.

19. **Governing Law:** These Terms and Conditions shall be governed by and performance construed in accordance with the laws of the State of Washington.

20. **Severability:** If any section or part of these Terms and Conditions is or becomes illegal, unenforceable or invalid, then the such part or section shall be struck from these Terms and Conditions and shall not affect the remaining parts or sections.

21. **Successors and Assigns:** All covenants and provisions contained in these Terms and Conditions shall bind and inure to the benefit of the parties and their respective successors and assigns.

22. **Authority:** Customer represents to Liebert that it is the owner of the Equipment or, if not the owner, that it has full authority to enter into these Terms and Conditions.

23. **Assignment/Delegation:** Customer shall not assign any rights or delegate any duties hereunder without the prior written permission of Liebert.

24. **Modifications:** Except as may be specifically provided for herein, any agreement which modifies, changes or supplements these Terms and Conditions, or any documents referenced herein, shall only be valid if in writing and signed by a duly authorized representative of Liebert.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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<th>Council/Wrkshp Mtg Date:</th>
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<tbody>
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<td>Gary Leaf, Community Services Director</td>
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**BUDGET INFORMATION**

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**Explanation:**

**Agenda Subject:** A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing application for IAC grant funds.

**Administrative Recommendation:**

Recommend the City Council approve authorizing resolution.

**Background Summary:** On May 1st the City submitted on-line applications for IAC (Interagency Committee for Outdoor Recreation) grant funds for two park projects. IAC needs a resolution with specific wording in support of each project and grant funding application. Resolution 1580 applies to the Fennel Creek Trail demonstration trial while Resolution 1581 applies to a new sports field on the Moriarty property. These resolutions must be provided to the IAC before July 3, 2006. Staff is still pursuing additional funding sources (both public and private) for these two projects to supplement City and IAC monies. The attached resolution (1580) applies to the Fennel Creek Trail demonstration trial proposed project.

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<th>Board/Hearing Examiner Dates:</th>
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<td>Finance Committee:</td>
<td>Planning Commission:</td>
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<td>Council Workshops:</td>
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**Council Action:**

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<th>Council Tabled Until:</th>
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**Signatures:**

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<tr>
<th>DT/Authorization</th>
<th>Mayor</th>
<th>Date City Attorney Reviewed:</th>
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</thead>
<tbody>
<tr>
<td>Gary Leaf</td>
<td>Neil Nelson</td>
<td>N/A – wording required by IAC</td>
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RESOLUTION NO. 1580

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM (WWRP) PROJECT (FENNEL CREEK TRAIL) TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION AND OUTDOOR RECREATION LANDS.

WHEREAS, the City of Bonney Lake has approved a comprehensive plan that includes this project area; and

WHEREAS, under the provisions of WWRP, state funding assistance is requested to aid in financing the cost of land acquisition and/or facility development; and

WHEREAS, the City of Bonney Lake considers it in the best public interest to complete the land acquisition and/or facility development described in the application;

NOW, THEREFORE BE IT RESOLVED, that:

1. The Mayor be authorized to make formal application to IAC for funding assistance;
2. Any fund assistance received be used for implementation of the project referenced above;
3. The City of Bonney Lake hereby certifies that its share of project funding is committed and will be derived from Park Impact Fees, Real Estate Excise Taxes, and General Fund revenues;
4. The City of Bonney Lake acknowledges that it is responsible for supporting all non-cash commitments to the sponsor share should they not materialize;
5. The City of Bonney Lake acknowledges that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless otherwise provided and agreed to by the City of Bonney Lake and IAC;
6. This resolution becomes part of a formal application to IAC; and
7. The City provided appropriate opportunity for public comment on this application.

PASSED by the City Council of the City of Bonney Lake this 23rd day of May, 2006.

________________________________________
Neil Johnson, Mayor

ATTEST:

________________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

________________________________________
James Dionne, City Attorney
Memo

Date : May 23, 2006
To : Mayor Johnson and City Council Members
From : Gary Leaf
CC : Don Morrison
Re : IAC Grant Resolution

Two of the greatest deficiencies in the City’s park system is in trails and sports fields. To help fill these needs the Council approved hiring two consultants to assist with grant applications. The grants in question are offered once a year through the Interagency Committee for Outdoor Recreation, a state agency that sponsors grant programs for certain park projects. Oftentimes it takes several years to get projects funded even if they are worthwhile projects. One requirement of the application process is that the City Council must adopt a specifically worded resolution that demonstrates the City’s commitment to the projects in question and our intent to sponsor matching funds. For these two projects substantial match is required. The trail program requires a 50% match while the sports field program is limited to a $300,000 grant. Following is a financial summary of these two projects as of now:

Fennel Creek Trail Project Cost $1,600,958
   IAC Grant $800,479
   City Appropriation $300,479
   Councilmatic Bond $500,000

Allan Yorke Park Sports Field Project Cost $1,966,051
   IAC Grant $300,000
   City Appropriation $622,051
   Councilmatic Bond $500,000
   Little League/Sumner Soccer/Fund Raiser $500,000
   Donated Materials (landscaping) $44,000

The City funding amounts would need to be set aside as on June 2007. The City Appropriation amounts would need to come from Park Impact fees, Real Estate Excise Taxes, and General Fund contributions. The Councilmatic bond amounts could also be interfund loans that would be repaid from these same three funding sources. Please keep in mind that realistically it will probably take multiple attempts to fund both of these projects, particularly the proposed sports field.
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

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<th>Council/Wrkshp Mtg Date:</th>
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<td>Gary Leaf, Community Services Director</td>
<td>5/23/2006</td>
<td>AB-06-125</td>
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**BUDGET INFORMATION**

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**Explanation:**

**Agenda Subject:** A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing application for IAC grant funds.

**Administrative Recommendation:**
Recommend the City Council approve authorizing resolution.

**Background Summary:**
On May 1st the City submitted on-line applications for IAC (Interagency Committee for Outdoor Recreation) grant funds for two park projects. IAC needs a resolution with specific wording in support of each project and grant funding application. Resolution 1580 applies to the Fennel Creek Trail demonstration trail while Resolution 1581 applies to a new sports field on the Moriarty property. These resolutions must be provided to the IAC before July 3, 2006. Staff is still pursuing additional funding sources (both public and private) for these two projects to supplement City and IAC monies. The attached resolution (1581) applies to the Moriarty sports field project proposal.

**Council Committee Dates:**
- Finance Committee:
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshops:

**Commission Dates:**
- Planning Commission:
- Civil Service Commission:

**Board/Hearing Examiner Dates:**
- Park Board:
- Hearing Examiner:

**Council Action:**
- Council Call for Hearing:
- Council Referred Back to:
- Workshop:
- Council Tabled Until:
- Council Meeting Dates:

**Signatures:**
- Date City Attorney Reviewed: N/A – wording required by IAC
RESOLUTION NO. 1581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM (WWRP) PROJECT (ALLAN YORKE PARK SPORTS FIELD) TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION AND OUTDOOR RECREATION LANDS.

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PASSED by the City Council of the City of Bonney Lake this 23rd day of May, 2006.

__________________________
Neil Johnson, Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
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- City Appropriation: $622,051  
- Councilmatic Bond: $500,000  
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