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 Cheryl 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:
   a. Presentation: Susan Adams, Director – Crystal Judson Family Justice Center

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: May 16th Council Workshop, May 17th Special Council Meeting, May 18th Special Council Meeting, May 23rd Council Meeting, June 1st Special Council Meeting.
B. Checks/Vouchers: Accounts payable checks/voucher #44001 thru #44141 and wire transfer #6012006 in the amount of $511,745.18. [F4.9]
C. Payroll: May 16-31, 2006 for checks 24939-24993, including Deposits and Electronic Transfers in the amount of $393,386.73. [F4.9]
D. AB06-122 – Resolution 1579 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Richard’s Plumbing & Drain Services For The Installation Of A Grease Interceptor System At The Senior Center. [O4.4.2]
G. AB06-137 – Resolution 1585 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement For The 15 MG Peaking Storage Reservoir To Skaar Construction, Inc. [O4.10.2]
H. AB06-143 – Resolution 1589 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Memorandum Of Understanding With The Pierce County Information Technology, Geographic Information Systems Division For The Use Of The Sheriff’s Neighborhood Crime Mapping Web Service. [O1.9]
I. AB06-121 – A Motion Of The City Council Of The City Of Bonney Lake, Accepting The Completion Of Lift Station 17 Pump Manufacturing Project Performed By Whitney Equipment Co. [A3.6.10][O4.10.2]
J. AB06-130 – A Motion of the City Council of the City of Bonney Lake, Authorizing Out of State Travel for Kathy Seymour to attend the National Association of Court Management Conference in Ft. Lauderdale, FL. [A3.6.10][A4.7]
K. **AB06-133** – A Motion Of The City Council Of The City Of Bonney Lake, Accepting The Completion Of The Emergency Sewer Repair Project Performed By DDJ Construction Co., Inc. [A3.6.10][O4.5.2]

V. **FINANCE COMMITTEE ISSUES:**


B. **AB06-141** – Resolution 1587 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Personal Services Agreement Between The City Of Bonney Lake And Grossman Services As The Contractor And Michael Luis & Associates As An Approved Subcontractor To Reassess The Economic Feasibility Of The Retail, Office, And Housing Aspects Of The Bonney Lake Downtown Plan. [O3.1]

VI. **COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**


VII. **PUBLIC SAFETY COMMITTEE ISSUES:** None.

VIII. **FULL COUNCIL ISSUES:**

A. **AB06-115** – Ordinance 1189 – An Ordinance Of The City Of Bonney Lake, Washington, Amending Chapters 16.13, 16.28 And 17.44 Of The Bonney Lake Municipal Code And Ordinance Nos. 766, 988, 1070 And 1171, Pertaining To Development And Tree Removal On Steep Slopes. [A3.5.5]


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**

Page 3
Call to Order:
Mayor Neil Johnson called the May 16\textsuperscript{th} Council Workshop to order at 5:31 p.m.

Roll Call:
Also in attendance were Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cherryle Noble and Councilmember Jim Rackley.

[Staff members attending were City Administrator Don Morrison, Public Works Director Dan Grigsby, Planning and Community Development Director Bob Leedy, Chief Financial Officer Beth Anne Wroe, Interim Police Chief Buster McGeehe, City Attorney Jim Dionne, Administrative Services Director / City Clerk Harwood Edvalson and Planning Manager Steve Ladd.]

Agenda Items:

1. Presentation: Domestic Violence Program at Good Samaritan – Ardith DeRaad and Sylvia Riley.

   Councilmember Noble introduced the two guests. She indicated that she will be giving her Council discretionary funds to support this program at Good Samaritan. She added that she hopes the Council or City will contribute $5,000 toward the program. Ms. DeRaad, representing the Pierce County Commission Against Domestic Violence, referenced a news article in the Seattle Times on May 16\textsuperscript{th} titled, “Studies find epidemic of domestic violence.” She discussed some of the current and long-term impacts of domestic violence. Sylvia Riley, the Program Director at Good Samaritan, reviewed statistics about domestic violence and the estimated impacts on the national and Puget Sound economies. She described the program at Good Samaritan.

   Councilmember Rackley asked how the program is funded. Ms. Riley responded that most of the funding comes from the United Way. She said the City of Tacoma has also contributed, and matching funds have come from the Health Department. She noted that Bonney Lake and Fife are no longer making contributions as they have in the past. Councilmember Hamilton asked if there is any statistical correlation regarding those who have received counseling and are exposed to greater violence. Ms. Riley replied there is a 75% increase in the risk of homicide when a victim leaves a situation of domestic violence. Councilmember DeLeo asked what the Council can do about domestic violence. Ms. Riley responded that financial support of the program would be wonderful. But more importantly she urged help in raising awareness, and of encouraging a community of zero tolerance for domestic violence behavior. Mayor Johnson urged Ms. DeRaad to submit a formal request for funding to City Administrator Morrison.

2. Presentation: WSU Demonstration Forest – Forest Conditions and Future – Representatives of WSU, Washington Department of Natural Resources and Consultants.
Director Leedy said as soon as the City became aware of major activity planned in the Demonstration Forest, Planning Manager Ladd was tasked with contacting the key individuals in the proposed activities. Planning Manager Ladd introduced the following: Mel Taylor and Peter Volk - WSU Real Estate; Pat Boyes and Vicky McCarley - 4-H Program; Ken Russell – tree pathologist; Terry Meisenheimer, Jerry Johnson and Lisa Spahr from the Department of Natural Resources – Enumclaw Office; Dennis Tompkins – City Arborist; Wally Costello and Allison Moss – Quadrant. He thanked them all for coming and invited them to address the Council.

Mr. Taylor, Executive Director of Real Estate Operations and External Affairs for the Business Affairs Office at Washington State University, said the decision was made two years ago to sell the forest and use the proceeds to expand the 4-H Program and other projects identified by the University. He referenced a new plan from Quadrant for use of the property, and added that the University is excited about the plan. He said the University has determined that it will no longer use the Demonstration Forest for its programs. He explained that the forest will remain closed until such time it is sold and developed. He spoke in support of an agreement between the City and Quadrant for implementation of the latest plan.

Councilmember Hamilton asked about the removal of diseased trees from the property. Mr. Taylor confirmed that there is a plan to remove about 900 trees from the property, but said there is no plan to replant. Councilmember Noble asked about the other projects the sale of the property will fund for the University. Mr. Taylor said the proceeds will be used to fund 5 new challenge courses. He added the remainder will go into an endowment fund where its uses will be determined by the University President and the Board of Regents.

Deputy Mayor Swatman observed there are many uses the property can be used for within its current Public Facilities zoning. Mr. Taylor said the University has partnered with Quadrant and Weyerhaeuser to determine the use of the property. Deputy Mayor Swatman responded that the Council wants a plan that’s acceptable to the public. Councilmember King asked how much money will be earned from the logging of the downed and diseased trees. A response was given from the audience of approximately $400,000. Councilmember King asked about the University’s plan for securing the property from criminal action if it intends to close the forest and have no further programmatic presence there. Mr. Taylor said the University will be happy to work with the Police Department to provide access. He said for liability reasons, the University will likely have to develop their own security plan. Councilmember King observed that the City of Bonney Lake is unlikely to provide a gratis security program with the forest no longer open to public use.

Councilmember DeLeo asked where other challenge courses will be located. Pat Boyes responded that a few locations are being explored with the City of Tacoma, Pierce College and other park districts and junior colleges in Thurston County. She explained that the challenge course in the demonstration forest has trees which are in a diseased condition.

Responding to further questions about the health of the forest, Tree Pathologist Ken Russell, explained that the laminated root rot is the scourge of Douglas Fir forests. He said this is not the first time he has seen such an infestation. He observed that the root rot has probably been present in the forest for 40 years. He said once a tree has the symptoms of the root rot, there is no known way of saving the tree. He said the fungus is particularly virulent and can remain dormant in the soil for 75 years. He concluded that the proper harvesting and preventive clearing of the infected areas will still leave a fine forest. He suggested the replanting of cleared areas with other species of trees. He said the clearing of diseased trees will not completely solve the problem. He added
that continued checking will be required in the years to come.

There were additional questions and answers of the various representatives. Terry Meisenheimer of the Department of Natural Resources explained that under the current permitting system, the City is the lead agency on the review of the proposed activity within the forest. Pat Boyes recognized Vicki McCarley and Brian Grant for their valiant efforts to protect young people who were using the challenge course when the last windstorm struck the forest. Dennis Tompkins noted there is root rot in some of the Douglas Firs in front of City Hall and recommended removal of the diseased trees. He added his hope that Quadrant will preserve the healthiest parts of the Demonstration Forest.

Responding to Councilmember Rackley’s request, Mayor Johnson called for a ten minute break. The break started at 7:10 p.m. and concluded at 7:24 p.m.

3. Executive Session

    **Deputy Mayor Swatman moved that the Meeting Agenda be modified to insert an executive session at this time to discuss potential litigation. Councilmember Noble seconded the motion.**

    **Motion approved 7 – 0.**

Pursuant to RCW 42.30.110(i), Mayor Johnson declared the start of the executive session to discuss potential litigation. He said the session would last 15 minutes. It started at 7:25 p.m. At 7:40 p.m., the session was extended five minutes. The executive session adjourned at 7:48 p.m.


Director Grigsby introduced Andy Mortensen of the Transpo Group. Mr. Mortensen apologized for missing the last scheduled discussion of this topic. He discussed with the Council projected pictures of sidewalks and streetscapes in Seattle known as the Sea Streets Program. Mr. Mortensen explained how the projects incorporated traffic calming techniques and bio-filtered swales to treat storm water runoff. He responded to Council questions. Due to the high anticipated costs and technical difficulties of pursuing a streetscape similar to Seattle’s demonstration sections, Mr. Mortensen recommended the City use its existing standard street design standards for its sidewalk and street improvement projects. He said the final draft plan will discuss funding options and provide two or three options to treat the different situations which will be encountered on Bonney Lake’s streets. He added it will also include the ranking matrix used to establish a priority of projects. Mr. Mortensen said the specific design will be handled on a case-by-case basis as the City begins to address plan specific projects.

Councilmember Rackley informed the Council of a personal commitment that required his presence at 9:00 p.m., and left the meeting.


**Planned Absences.** Councilmember King informed the Council of his planned absences. He said he will be out of town for the May 23rd Council meeting due to his employment. He added he will be out of town for the meeting of June 27th on family matters. Finally, he said he will not be in attendance at the Thursday, May 18th Special Council Meeting because it conflicts with the Pierce County Regional Council meeting, which he will be attending as the City’s representative.
Informational Breakfast - July. Councilmember DeLeo asked if the Council would like to plan another community informational breakfast similar to the one held the past two years. There was a majority consensus to hold such a breakfast during the month of July. The location was discussed. Councilmember DeLeo suggested the fire station bays. Councilmember Hamilton suggested the high school.

Fifth Tuesday Meeting. Deputy Mayor Swatman asked the Council if they would like to use the upcoming fifth Tuesday, May 30th as an opportunity for a joint meeting with the Planning Commission. He asked Planning Commissioner Jacobsen in the audience if she was aware of any business over which the two groups should meet. She responded that the Commission’s current business is the review of the proposed Comprehensive Plan Amendments related to utilities.

Proposal to Reschedule and/or Cancel Meetings. Deputy Mayor Swatman noted that the regular workshop scheduled for July 4th falls on the Independence Day Holiday. He asked if the Council would support rescheduling that meeting to Saturday, July 8th, to follow the planned special meeting for emergency management training. He asked as well if the Council would like to cancel the August 1st workshop to allow participation in the National Night Out observances. Deputy Mayor Swatman also proposed that venue for the June 13th, or a following Council meeting be changed to the Bonney Lake High School to allow for displays of planned projects in the area. There was general Council consensus in support of the proposed changes. Councilmember DeLeo said the Public Safety Committee has finalized its proposed limited-parking ordinance for the high school area. He observed it would be a good discussion point for that meeting with the residents in the high school area in attendance.

Selection of Police Cars. Deputy Mayor Swatman asked if the Public Safety Committee intended to discuss the type of police cars purchased by the administration. He expressed concern that the most recent purchases of Dodge Chargers may be giving the public an impression of extravagance. Interim Chief McGehee noted the City’s traditional vehicle, the Ford Crown Victoria, will be discontinued next year. He added that the Chargers were purchased through the state bid. He said the department may have been required to wait several months or into 2007 to obtain vehicles had the City not purchased when it did. Chief McGehee said that although the Charger is five to seven hundred dollars more than the Crown Victoria, it is a better police car and gets better gas mileage. Councilmembers discussed the issue. Mayor Johnson said he feels the decision was appropriately justified by Chief McGehee. He said the Police Chief will provide additional information to the City Council.

5. Review of Minutes from April 27th Special Council Meeting, April 29th Special Council Meeting, May 2nd City Council Workshop and May 9th City Council Meeting.

There were no corrections requested by Councilmembers.

6. Adjournment

At 9:20 p.m., Deputy Mayor Swatman moved to adjourn the meeting. Councilmember Noble seconded the motion.

Motion approved 6 - 0.
Documents submitted for/at the Council Workshop of May 2, 2006:

- Good Samaritan Domestic Violence Program – *News Article: Studies find epidemic of domestic violence* – Ardith DeRaad, Pierce County Commission Against Domestic Violence.
- City of Bonney Lake – *Domestic Violence Statistics* – Cheryle Noble, Councilmember.
- City of Bonney Lake, *Department Reports for May 16th Council Workshop* –
  o Woody Edvalson, Administrative Services Director
  o Dan Grigsby, Public Works Director
  o Gary Leaf, Community Services Director
  o Bob Leedy, Director of Planning and Community Development
  o Buster McGehee, Police Chief
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 Dave King and Councilmember Jim Rackley. Councilmember Cheryle Noble was absent.

[Staff in Attendance: Public Works Director Dan Grigsby, Assistant City Engineer Doug Budzynski.]

Agenda Items:

1. Open House: This was an informational open house about a proposed Utilities Local Improvement District for the Eastown area of Bonney Lake conducted by administrative staff. No formal meeting agenda was followed. During the evening, an informal petition of support was submitted to City Officials. There was no Council action taken at this meeting.

2. Adjournment: By common consent, the Council adjourned the special meeting at approximately 9:00 p.m.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Mayor
Location: Public Safety Building Training Room, 18421 Old Sumner Buckley Highway, Bonney Lake

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

[Staff in Attendance: City Administrator Don Morrison, Community Services Director Gary Leaf, Planning and Community Development Director Bob Leedy and Interim Police Chief “Buster” McGehee.]

Agenda Items:

1. Community Group Meeting: This was a meeting of the Bonney Lake Livable City Community Group. It was advertised as a public meeting because it was anticipated that a quorum of the City Council would be in attendance. While individual Councilmembers participated in the discussion at this meeting, no formal Council action was taken.

2. Adjournment: This Community Group meeting concluded at approximately 9:00 p.m.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Mayor
Meeting Time: 6:00 p.m.
Location:  Public Safety Building Training Room, 18421 Old Sumner Buckley Highway, Bonney Lake

It is anticipated that a quorum of the Bonney Lake City Council will be in attendance at this meeting which is not under the control of City officials.

Agenda Items:

1. Meeting of the Bonney Lake Livable City Group.

2. Adjournment
I. CALL TO ORDER – Mayor Neil Johnson called the meeting to order at 7:05 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 and Councilmember Jim Rackley. Councilmember Cheryle Noble arrived after the start of the meeting. She later noted her tardiness was due to her involvement in the Downtown Economic analysis consultant interviews. Councilmember Dave King was absent.

Staff members present were City Administrator Don Morrison, Community Services Director Gary Leaf, Interim Police Chief ‘Buster’ McGehee, Judge James Helbling, City Attorney Jim Dionne, Administrative Services Director / City Clerk Harwood Edvalson, Planning Manager Steve Ladd and City Engineer John Woodcock.

Councilmember Rackley moved to excuse Councilmember King from the Council meeting. Councilmember DeLeo seconded the motion.

Motion approved 5 – 0.

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

1. Announcements:
   a. Councilmember Hamilton thanked City Administrator Morrison for his work on a $10,000 grant which was recently received from the Department of Natural Resources in support of the City’s urban forestry management plan.

2. Appointments: None.

3. Presentations: None.

D. Agenda Modifications: None.
II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE


B. Citizen Comments:

Thomas White, 20610 La Paloma Dr., addressed the Council regarding the WSU Demonstration Forest. He recommended that no more permits be issued for development on this property. He commented on the changes he has seen in the City during his 18 years of residency. He urged the forest be cleaned up for public use, and the Council look to the City's mission statement for guidance in dealing with the proposed development of the forest.

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. Resolutions 1580 & 1581 – approving two IAC grant applications;
3. A cellular antenna site license name change from AT&T to Cingular;
4. A proposal from DM Disposal for a 3% adjustment to the refuse rates for fuel costs;
5. Refunding utilities revenue bonds;
6. The need for appropriate impact fee reports.

Deputy Mayor Swatman asked Councilmember DeLeo to address the use of surplus vehicles in support of domestic violence programs. Councilmember DeLeo said that the domestic violence agency is working through the Auburn Prosecutor’s Office. He observed there is a state statute allowing the transfer of vehicles and other equipment from one governmental entity to another. He suggested the transfer of some of the surplus vehicles to Auburn might be used as a mechanism to get those vehicles to the domestic violence agencies.

B. Community Development Committee

Councilmember Rackley said the Community Development Committee met on May 15th. He said the following items were discussed and moved forward for Council consideration:
1. Equipment purchases;
2. The South Prairie Road Improvement;
3. Resolution 1578 – the Tacoma Point Water Main Replacement Project; and
4. AB06-120 – accepting the completion of the limb and storm debris grinding.
C. **Public Safety Committee**
Councilmember DeLeo said the Public Safety Committee has not met since the last Council meeting.

D. **Other Reports:**

Deputy Mayor Swatman expressed appreciation to all those who had a hand in assisting with the rezone ordinance appeal recently heard before the Growth Management Board. He added it is not very often the City receives such a favorable ruling from this Board. He acknowledged that preparing for such hearings is a resource intensive effort. He cautioned that proposed Initiative 933 could impact the City by rolling back zoning to its state in 1997. Councilmember Rackley apologized for voting against this ordinance when it was before the Council. He noted since its adoption he has been supportive of the ordinance and the City’s efforts to defend it.

IV. **CONSENT AGENDA:** [A3.6]

Councilmember DeLeo asked that Item F be pulled from the Consent Agenda. Councilmember Rackley moved to approve the Consent Agenda as modified. Deputy Mayor Swatman seconded the motion.

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 1st-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.** [A3.6.14][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][A5.6.10]

Motion approved 6 – 0.

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]

Councilmember Rackley moved to approve Resolution 1561. Deputy Mayor Swatman seconded the motion.

Motion to table approved 6 – 0.

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 Provided In Chapter 79A.15 RCW, Acquisition Of Habitat Conservation And Outdoor Recreation Lands. [F5.2.13]

Councilmember Noble moved to approve Resolution 1580. Councilmember DeLeo seconded the motion.

Community Services Director Leaf said he believes this application for a grant to assist with the Fennel Creek Trail is the stronger of the two applications for grant consideration. Councilmember Rackley emphasized that this grant and the following one are for money to pursue parks-related projects. Mayor Johnson added an emphasis is being made with staff to pursue more grant opportunities.

Motion approved 6 – 0.

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]

Councilmember Rackley moved to approve Resolution 1581. Councilmember Noble seconded the motion.
Motion approved 6 – 0.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

AF. 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][04.14.1]

Councilmember Rackley moved to accept the completion of work on the Limb and Storm Debris Grinding Project.

Councilmember DeLeo noted that the windstorm hit in February while the Council was at a retreat in Olympia. He said he was impressed upon his return the next day to see signs for debris collection had already been posted. He said the City Departments did a commendable job to assist with storm cleanup. While none of the staff in attendance had specifics on the amount of debris collected, Mayor Johnson noted the chipped material is available for free to the public.

Motion approved 6 – 0.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT

At 7:21 p.m., Councilmember Noble moved to adjourn the meeting. Deputy Mayor Swatman seconded the motion.

Motion approved 6 – 0.

Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.
CALL TO ORDER – Mayor Neil Johnson called the meeting to order at 5:03 p.m.

A. Roll Call

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

Staff members present were City Administrator Don Morrison, Public Works Director Dan Grigsby, Planning and Community Development Director Bob Leedy, City Attorney Jim Dionne, Assistant City Attorney Kathleen Haggard and Administrative Services Director / City Clerk Harwood Edvalson.

EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(i), Mayor Johnson announced the City Council will meet in executive session to discuss potential litigation for a period of 15 minutes. The session started at 5:04 p.m. At 5:20 p.m., a ten-minute extension to the session was announced. At 5:27 p.m., the Council reconvened the special meeting.

FULL COUNCIL ISSUES:


Councilmember Rackley moved to approve Resolution 1583. Councilmember DeLeo seconded the motion.

Deputy Mayor Swatman said it is his understanding that through this agreement, Cascadia will pay for all of the City’s out-of-pocket expenses for the South Prairie Road Improvement Project. He expressed appreciation for Cascadia being a good neighbor and living up to its obligations to mitigate the impacts of its development. Mayor Johnson thanked the City staff and City Attorneys for their successful pursuit of these negotiations. Councilmember King noted that South Prairie Road has been a problem for years, and continues to be a growing problem. He expressed
appreciation that the City was able to negotiate with Cascadia to get this project moving forward. He thanked all the citizens who spoke to legislators about a resolution to the traffic at SR410 and South Prairie Road. He added he looks forward to the City continuing to work with Cascadia and the City’s other neighbors to deal with the congestion problems in the area. Councilmember Hamilton recognized the good neighbor policy of Cascadia as demonstrated through the current efforts of Patrick Kuo and Chuck Lappenbush. He noted the employment generated by this new community will be a benefit to Cascadia and Bonney Lake. Councilmember Noble extended congratulations to both City and Cascadia staff for the successful negotiations.

Motion approved 7 – 0.

B. **AB06-118 – Resolution 1577** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Advise Pierce County That An Agreement Has Been Reached With A Private Developer To Fund The City’s Portion Of The South Prairie Road Improvements Project And To Request That Pierce County Proceed With Award Of Contract To The Low Bidder.

Councilmember Rackley moved to approve Resolution 1577. Councilmember DeLeo seconded the motion.

Mayor Johnson noted the contractor had agreed to extend the terms of the bid through tomorrow. He said this is what necessitated the special meeting and action this evening.

Motion approved 7 – 0.

IV. **ADJOURNMENT**

At 5:32 p.m., Deputy Mayor Swatman moved to adjourn the meeting. Councilmember Noble seconded the motion.

Motion approved 7 – 0.

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Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.

Documents submitted for or at the Council Meeting of June 1, 2006:

- City of Bonney Lake – Cascadia traffic related issues for South Prairie Road Project – Dan Grigsby, Public Works Director.
Accounts payable checks/voucher #44001 thru #44141 and wire transfer #6012006 in the amount of $511,745.18.
PAYROLL CERTIFICATION
2006

Payroll for May 16-31, 2006 for checks 24939-24993, including Deposits and Electronic Transfers in the amount of $393,386.73.
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</td>
<td>June 13, 2006</td>
<td>AB06-122</td>
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<td>$289,134</td>
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**Explanation:**
General Government CIP 320.094.594.19.060

**Agenda Subject:**
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with Richard’s Plumbing and Drain Service for the installation of a Grease Interceptor System at the Senior Center.

**Administrative Recommendation:**

**Background Summary:** Award the contract for the installation of a grease interceptor system at the Senior Center to Richard’s Plumbing & Drain Service.

The City solicited bids from the Small Works Roster. Of the 3 bids received Richard’s Plumbing and Drain Service was the low bidder with a bid of $9,987 plus WSST for a total of $10,865.85. The scope is for the installation of a 1,500 gallon grease interceptor, re-routing of kitchen fixtures, plumbing connections, connection to the existing sewer line, excavation, backfill, compaction and permits.

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<th>Board/Hearing Examiner Dates:</th>
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<td>Civil Service Commission:</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:**
Dept. Dir. Mayor Date City Attorney reviewed
Gary A. Leaf Neil Feller Standard
COMMUNITY DEVELOPMENT COMMITTEE

DATE: June 5, 2006

ORIGINATOR: Gary Leaf TITLE: Community Services Director

SUBJECT: Award the Grease Interceptor System at the Senior Center to Richard’s Plumbing

The City solicited bids from the Small Works Roster. Of the 3 bids received Richard’s Plumbing and Drain Service was the low bidder with a bid of $9,987 plus WSST for a total of $10,865.85. The scope is for the installation of a 1,500 gallon grease interceptor, re-routing of kitchen fixtures, plumbing connections, connection to the existing sewer line, excavation, backfill, compaction and permits.

ORDINANCE/RESOLUTION # 1579

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: $10,865.85

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

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<td>Mark Hamilton</td>
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<td>David Bowen</td>
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COMMITTEE COMMENTS:

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

Please schedule for City Council Meeting date of: June 13, 2006
Consent Agenda: ☑ Yes ☐ No
RESOLUTION NO. 1579

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH RICHARD’S PLUMBING & DRAIN SERVICES FOR THE INSTALLATION OF A GREASE INTERCEPTOR AT THE SENIOR CENTER.

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 13th day of June, 2006.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of __________, 2006 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and Richard's Plumbing and Drain Service, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such work; and

WHEREAS, the CONTRACTOR represents that the CONTRACTOR is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the work, services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK.

The CONTRACTOR shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than Refer to Notice to Proceed and shall be completed no later than Refer to Notice to Proceed, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any work rendered by the CONTRACTOR except for work identified and set forth in this Agreement.

C. The CITY shall pay the CONTRACTOR for work performed under this Agreement pursuant to accepted bid proposal attached hereto as Exhibit "B" and by this reference incorporated herein.
D. The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

A. The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information data, and other related materials, prepared or assembled by the CONTRACTOR under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.

B. The CONTRACTOR shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CONTRACTOR’S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONTRACTOR’S activities which relate, directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of work and/or services will lie solely with the discretion of the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the work herein contemplated the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY’S general rights of inspection and review to secure the satisfactory completion thereof.

6. CONTRACTOR EMPLOYEES/AGENTS
The CITY may in its sole discretion require the CONTRACTOR to remove an employee(s), agent(s) or servant(s) from employment on this Project. The CONTRACTOR may however employ that (those) individual(s) on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The CONTRACTOR shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement and/or the CONTRACTOR’S performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR; and provided further, that nothing herein shall require the CONTRACTOR to hold harmless or defend the CITY, its agents, employees and/or officers from any claims arising from the sole negligence of the CITY, its agents, employees, and/or officers. The CONTRACTOR expressly agrees that the indemnification provided herein constitutes the CONTRACTOR’S waiver of immunity under Title 51 RCW, for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The CONTRACTOR 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 CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

The CONTRACTOR 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. **Worker’s 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**

CONTRACTOR 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.

**B. 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 Contractor’s insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor’s insurance and not contribute with it.

2. The Contractor’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.

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

4. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
The CONTRACTOR’S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR’S insurance shall be primary insurance as respects the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the CONTRACTOR pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The CONTRACTOR, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The CONTRACTOR specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

C. The CONTRACTOR shall fully satisfy, and shall require any subcontractors to fully satisfy, any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070. Specified retainerage relating to the Project will be withheld until receipt by the City of evidence that CONTRACTOR and all of its subcontractors have fully satisfied any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070.

11. NONDISCRIMINATION AND LEGAL COMPLIANCE.

A. The CITY is an equal opportunity employer.

B. In the performance of this Agreement, the CONTRACTOR 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. Contractor understands
and agrees that if it violates this section, this Agreement may be terminated by the City, and that Contractor 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.

C. The CONTRACTOR will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. The contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986.

12. ASSIGNMENT/SUBCONTRACTING.

A. The CONTRACTOR shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon the
CITY unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

The CITY will have the right to make changes to the work provided for hereunder, within its general scope, and the contract time and for contract amount will be equitably adjusted to reflect the change. The CONTRACTOR will promptly commence and continue to perform the work as changed not withstanding disagreement over the equitable adjustment owing therefore.

14. MAINTENANCE AND INSPECTION OF RECORDS.

A. The CONTRACTOR shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The CONTRACTOR shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The CONTRACTOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. RETAINAGE.

Notwithstanding any other provision of this Agreement, in accordance with Ch. 60.28 RCW, the CITY shall retain from the monies earned by CONTRACTOR hereunder, five percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialman who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from CONTRACTOR. Said retainage shall be reserved in a CITY fund until thirty days following final acceptance of the Project as completed, and shall not be released to CONTRACTOR until the CITY has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from CONTRACTOR, and all taxes due and to become due with
respect to the Project, have been paid in full or are readily collectible without recourse to the state’s lien on the retainage, and until the requirements of section 10(C) have been satisfied.

18. PERFORMANCE BOND.

In accordance with Ch. 39.08 RCW, CONTRACTOR shall furnish to the CITY a bond, with a surety company licensed as a surety in Washington as surety, conditioned that CONTRACTOR shall faithfully perform all provisions of this Agreement and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the Project. Said bond shall be in the amount of the total amount of this Agreement.

19. PREVAILING WAGE.

CONTRACTOR shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project is shown on Exhibit C, attached hereto and incorporated herein by this reference. Prior to the CITY making any payment to CONTRACTOR under this Agreement, CONTRACTOR and each subcontractor shall submit to the CITY a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to section 17 of this Agreement ("Retainage"), CONTRACTOR and each subcontractor shall submit to the City an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

20. TERMINATION.

A. Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by written notice to the CONTRACTOR. In the event of termination for the convenience of the CITY, the CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner directed by the CITY.

B. Termination for Cause. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the
CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

21. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

22. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

23. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

24. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

25. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any
modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF BONNEY LAKE

CONTRACTOR: Richard’s Plumbing and Drain Service

__________________________
Neil Johnson Jr., Mayor
Date: _____________________

__________________________
Date: _____________________

EXHIBIT “A” (Project Work)
EXHIBIT “B” (Bid Proposal)
EXHIBIT “C” (Prevailing Wage Rates)

EXHIBIT “A”
Scope of Work

See the attached Invitation to Quote.

EXHIBIT “B”
Bid Proposal

See the attached Small Public Works Project Bid Sheet.

EXHIBIT “C”
# Prevailing Wage Rates

**PIERCE County -- Effective: 3/3/2006 -- Benefit Code Key**

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<td>Description</td>
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<tr>
<td>BACKHOE, EXCAVATOR, SHOVEL (3 YD &amp; UNDER)</td>
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<td>BACKHOE, EXCAVATOR, SHOVEL (OVER 3 YD &amp; UNDER 6 YD)</td>
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<td>BACKHOE, EXCAVATOR, SHOVEL (6 YD AND OVER WITH ATTACHMENTS)</td>
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<td>BACKHOES, (75 HP &amp; UNDER)</td>
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<td>BOBCAT (SKID STEER)</td>
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<td>BROOMS</td>
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<td>BUMP CUTTER</td>
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<td>CONCRETE FINISH MACHINE - LASER SCREED</td>
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<td>CONCRETE PUMPS</td>
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<tr>
<td>CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT</td>
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<td>CONVEYORS</td>
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<td>CRANES, THRU 19 TONS, WITH ATTACHMENTS</td>
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<td>CRANES, 20 - 44 TONS, WITH ATTACHMENTS</td>
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<td>CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
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<td>CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
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<td>CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
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<tr>
<td>CRANES, A-FRAME, 10 TON AND UNDER</td>
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<td>CRANES, A-FRAME, OVER 10 TON</td>
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<td>CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS</td>
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<td>CRANES, OVERHEAD, BRIDGE TYPE (20 - 44 TONS)</td>
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<td>CRANES, OVERHEAD, BRIDGE TYPE (45 - 99 TONS)</td>
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<td>CRANES, OVERHEAD, BRIDGE TYPE (100 TONS &amp; OVER)</td>
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<tr>
<td>Description</td>
<td>Rate</td>
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<tr>
<td>CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM</td>
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<td>CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM</td>
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<td>1T</td>
<td>5D</td>
<td>8L</td>
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<td>CRUSHERS</td>
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<td>DECK ENGINEER/DECK WINCHES (POWER)</td>
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<td>DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT</td>
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<td>EQUIPMENT SERVICE ENGINEER (OILER)</td>
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<td>FINISHING MACHINE/BIDWELL GAMACO AND SIMILAR EQUIP</td>
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<td>FORK LIFTS, (3000 LBS AND OVER)</td>
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<td>FORK LIFTS, (UNDER 3000 LBS)</td>
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<td>GRADECHECKER AND STAKEMAN</td>
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<td>HOISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TUGGERS</td>
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<td>HYDRAULIFTS/BOOM TRUCKS (10 TON &amp; UNDER)</td>
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<td>LOADERS, OVERHEAD (6 YD UP TO 8 YD)</td>
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<td>LOADERS, OVERHEAD (8 YD &amp; OVER)</td>
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<td>MIXERS, ASPHALT PLANT</td>
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<td>MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD</td>
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**Proposal**

**LAKE TAPPS CONSTRUCTION UNLIMITED**
P.O. Box 7318
Bonney Lake, Washington 98390
Phone (253) 863-6442
Fax (253) 863-6450

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</tbody>
</table>

<table>
<thead>
<tr>
<th>ARCHITECT</th>
<th>DATE OF PLANS</th>
<th>JOB LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>19304 Bonney Lake Blvd</td>
</tr>
</tbody>
</table>

**Architect:** N/A

**Date of Plans:** N/A

**Job Location:** 19304 Bonney Lake Blvd

We hereby submit specifications and estimates for:

**Installation of Grease Interceptor System** at Job Location Referenced Above. To Include:
- 1500 gal. Traffic Rated Tank w/ Necessary Risers & Lids
- Piping Necessary to Re-route Drains from Existing Building (Kitchen Only), and for Tying into Existing Sanitary Sewer; Compacted Backfill to Necessary Subgrade for Asphalt Parking Lot; Sawcutting.

**Exclusions:**
- Removal & Disposal of Any Extra Asphalt Surfacing;
- Asphalt Patching;
- Permits;
- Engineering;
- Plans;
- Dewatering;
- Damage to Existing Utilities Not Located.

This Proposal is Based on Conversations with City Representatives in Regards to Location of Tank and Sanitary Sewer Line Location.

---

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

**In Full Upon Completion**

<table>
<thead>
<tr>
<th>Payment to be made as follows:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twenty Thousand One Hundred Thirty and 00/100</td>
</tr>
</tbody>
</table>

| In Dollars ($20,130.00) |

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: [Signature]

Note: This proposal may be withdrawn by us if not accepted within 30 days.

---

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: ____________________________

Signature: ____________________________
Grease Interceptor at Senior Center
Bids Received

<table>
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<tr>
<th>Company Name</th>
<th>Base Bid</th>
<th>Sales Tax</th>
<th>Total Bid</th>
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<tr>
<td>Richard’s Plumbing &amp; Drain Service</td>
<td>$9,987</td>
<td>$878.85</td>
<td>$10,865.85</td>
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<tr>
<td>Pipeline Plumbing</td>
<td>$17,180</td>
<td>$1,511.84</td>
<td>$18,691.84</td>
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<tr>
<td>Lake Tapps Construction</td>
<td>$20,130</td>
<td></td>
<td>$20,130.00</td>
</tr>
</tbody>
</table>
ATTN: Pete

RICHARD'S PLUMBING & DRAIN SERVICE
12925 Valley Ave. E.
Sumner, WA 98390
253-891-2800

BILLING ADDRESS
Name: Bonney Lake Facilities
Street: 14830 6th St E
City: Bonney Lake
State: WA
Zip: 98391
Phone: 253-882-8602
Contact: Pete Spain
Account #: Fax (447-4330)

PROBLEM
Estimate of charges for labor and materials based upon apparent conditions and description of work by owner or agent. Any other problems found, the technician will notify the owner or agent. WORK AUTHORIZATION - I, the undersigned, am the owner or agent, and I hereby authorize all work that has been outlined to be performed.

AUTHORIZED SIGNATURE: ___________________________ DATE: 3-23-06

DESCRIPTION OF WORK
Proposal
To install a 1,500 gal grease interceptor. Reroute the kitchen fixtures into the grease interceptor. Make all needed plumbing connections and connect the interceptor outlet to the existing sewer line. Excavation by us. Backfill and compaction by us. All excavation in the parking lot to be covered with cold-patch asphalt by us. Permits by us.

PREPARED BY: Jerry Lawson

CASH

GUARANTEE: _____ DAYS NO GUARANTEE

CHECK

☐ VISA ☐ MASTERCARD # ________________ EXP. DATE ________________

CHARGE

ACCOUNT

ACCEPTANCE SIGNATURE: ___________________________ DATE: ____________

TOTAL DUE: $9987.00

TAX

THERE WILL BE A LATE CHARGE OF 1% AND 1 1/2% INTEREST ON ALL INVOICES THAT ARE NOT PAID WITHIN 30 DAYS.

NO STATEMENTS WILL BE RENDERED.
extra heavy reinforced top

1500 GAL. GREASE INTERCEPTOR
PIPELINE PLUMBING

PREPARED BY: Juan Torres

D.B.A.

DATE: 03-17-06

PHONE:

FAX:

JOB: Grease trap install

CONTACT: Pete Spain

PHONE: 253-862-8602

FAX: 253-447-4330

WORK INCLUDED

Phase #1: Work begins in building disconnecting all three floor sinks from existing sewer lines, capping discontinued drain lines, and redirecting the three floor sinks to tie into grease trap outside of building.

Phase #2: The cut and removal of asphalt for tank placement and ditch line. (the proposed placement of tank is approximately 5 feet from building and 8 to 10 feet from wheel chair ramp.) The excavation and removal of soil for tank and sewer line ditch. Installation of tank and sewer connections, and test and inspection of work.

Phase #3: Backfill around tank and ditch lines. Compact and secure sub base for cold patch asphalt. Install cold patch asphalt seal all joints and stripe any parking stalls erased by installation.

Tank Type to be H-20 1500 Gallon grease interceptor.
Sewer pipe inside building to be ABS.
Sewer pipe outside building to be 4" gasket type or what is specified by inspector.
Estimated time of completion, five days.

Sub Total $17,180.00

EXCLUSIONS AND QUALIFICATIONS

Permits will be provided by Pipeline Plumbing. All material, except riser rings, will be provided by Pipeline Plumbing. Payment must be received two weeks after billing, or no later than 30 days.

AMOUNT TOTAL

TAX: 1,511.84
TOTAL: 18,691.84
THANK YOU
**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>
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</thead>
<tbody>
<tr>
<td>Dan Grigsby – Public Works Director</td>
<td>June 13, 2006</td>
<td>AB06-126</td>
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<tr>
<th>Ordinance Number:</th>
<th>Resolution Number</th>
<th>Councilmember Sponsor:</th>
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<tbody>
<tr>
<td></td>
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**BUDGET INFORMATION**

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<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
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<tbody>
<tr>
<td>$0</td>
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**Explanation:**

**Agenda Subject:**
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing Annexation and Utilities Agreements with Achenbach, Johnson, Stipp and Strong for Tapps Hideaway.

**Administrative Recommendation:**

**Background Summary:** Approve Annexation and Utility Agreements for Tapps Hideaway

The City of Bonney Lake requires either an Annexation Covenant (single family residential units) or an Annexation & Utilities Agreement (plats/developments) before a Certificate of Water Availability is issued, when the parcel is located outside City limits, in/outside the UGA and in Bonney Lake’s water service area.

Tapps Hideaway is a proposed (67 lot) development located outside city limits, inside the UGA and inside Bonney Lake’s water service area. The agreements are for 4 different property owners that comprise Tapps Hideaway. The Annexation & Utilities Agreement will allow the City, at some time in the future, in its sole discretion, elect to annex all or part of the property. Once the Annexation & Utilities Agreements are approved a developer’s Extension Agreement will be processed.

**Council Committee Dates:**
Finance Committee:
Public Safety Committee:
Community Development & Planning Committee: 6/5/06
Council Workshop:

**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 Date:

**Signatures:**

- Dept. Dir.
- Mayor
- Date City Attorney reviewed
- Standard – Attorney Approved
COMMUNITY DEVELOPMENT COMMITTEE

DATE: June 5, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Annexation & Utilities Agreement for Tapps Hideaway

The City of Bonney Lake requires either an Annexation Covenant (single family residential units) or an Annexation & Utilities Agreement (plats/developments) before a Certificate of Water Availability is issued, when the parcel is located outside City limits, in/outside the UGA and in Bonney Lake’s water service area. Tapps Hideaway is a proposed (67 lot) development located outside city limits, inside the UGA and inside Bonney Lake’s water service area. The agreements are for 4 different property owners that comprise Tapps Hideaway. The Annexation & Utilities Agreement will allow the City, at some time in the future, in its sole discretion, elect to annex all or part of the property. Once the Annexation & Utilities Agreements are approved a developer’s Extension Agreement will be processed.

ORDINANCE/RESOLUTION # 1582

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

BUDGETED ITEM: Budget Impact: $0

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairman 6-5-06

Mark Hamilton 6-5-06

David Bowen 6-5-06

COMMITTEE COMMENTS:

______________________________________________________________

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

Please schedule for City Council Meeting date of: June 13, 2006
Consent Agenda: ☐ Yes ☐ No
RESOLUTION NO. 1582

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING ANNEXATION AND UTILITY AGREEMENTS WITH ACHENBACH, JOHNSON, STIPP AND STRONG FOR TAPPS HIDEAWAY.

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 13th day of June, 2006.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
DATE: April 20, 2006

TO: Bob Leedy
    Steve Ladd

FROM: Shannon Mayfield-Porter

RE: Proposed “Annexation Area 3” Status

BOHEMIAN ESTATES PLAT
    Developer: Dan Moore, D. Moore Company (253-236-1996)
    Pierce Co. Planner: Terry Belieu, PALS (798-3194)

Background. In July 2004, City Council authorized an Annexation Utilities Agreement with Bohemian Estates plat in the City’s Proposed “Annexation Area 3”. The Agreement stipulates that the City provide water availability to the plat, and in exchange, the City is granted Special Power of Attorney allowing it to sign an annexation petition on behalf of the property at whatever time the City deems appropriate. Based on staff recommendation, Council agreed to authorize this Agreement in lieu of piecemeal annexation, with the expectation that leverage from the future assessed value of Bohemian Estates would be sufficient to annex the rest of that UGA in its entirety. At the time, the developer’s estimate was that they would build 49 lots with land values of at least $100,000 each. Using their figures, once the parcels are officially segregated from the parent parcel and values assigned, their current assessed value of $422,000 will increase considerably to approximately $5 million – or more. The City can then act upon the Special Power of Attorney provision in the Annexation Utilities Agreement and initiate petition-method annexation proceedings. Assuming the newly created 49 lots produce a total assessed value of around $5 million, those parcels alone should satisfy the 60% of assessed value needed for a petition-method of annexation – without requiring signatures from additional property owners.

Current Status/timing. Euro-way Homes was the developer for Bohemian Estates plat in “Annexation Area 3.” They recently sold to Dan Moore, D. Moore Company; the land was purchased upon construction plan approvals (which were obtained within the past 2 weeks). The Assessor-Treasurer’s office assigns values to newly segregated parcels/new plats once each year. The cut-off date for the posting of new values is May 31. In other words, if Bohemian Estates had final plat approval and was recorded by May 31, 2006, ATR would assign values to each of their 49 lots in early June 2006. In that case, the parent parcel would then reflect 49 separate parcels, each with their own land value. The City could then begin processing an annexation. However, Dan Moore does not expect to receive final plat approval until the end of 2006. Therefore, the approximate timeline for processing an annexation for “Area 3” is below:

- December 2006/January 2007: Bohemian Estates receives final plat approval – plat is recorded.
- Early June 2007: Pierce Co. ATR “posts” the newly assigned values to each lot in the plat.
- June 2007: City staff runs new calculations based on assessed value of annexation area. Assuming the value from the Bohemian Estates lots will be high enough to satisfy the requisite 60% value needed for an annexation, City staff to prepare 10% Annexation Petition and begin proceedings.
- Approx. November 2007: Annexation complete (will require approx. 6 months to process annexation)

Other properties in “Annexation Area 3”. Some of the remaining 20 property owners (excluding Bohemian Estates) have expressed sporadic interest in developing, and thereby annexing. To date, I have not heard of any property owners who are ready to sell/develop or, more pointedly, sign an annexation petition. I believe that the remaining owners are in discussions with various potential developers and are considering their possibilities. The attached spreadsheet details the assessed value analysis for annexation purposes:

“The 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.”
Assessed Value Analysis – as of 4/20/06

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total assessed value of area:</td>
<td>$4,270,900</td>
</tr>
<tr>
<td>60% assessed value needed for annexation:</td>
<td>$2,562,540</td>
</tr>
<tr>
<td>Bohemian Estates value:</td>
<td>$422,900</td>
</tr>
<tr>
<td>Additional assessed value needed to begin annexation:</td>
<td>$2,139,640</td>
</tr>
</tbody>
</table>

Signatures representing $2,139,640 are required to process a successful annexation. Should the remaining property owners decide to move forward with developing and sign petitions, the City could begin an annexation.

**Summary.** The more likely scenario is that the remaining property owners will not organize to the point of signing petitions representing the $2.1 million in value within the next six months. Given the timing outlined above and the Annexation Utility/Special Power of Attorney provision, the City should wait until Bohemian Estates plat is recorded, segregated, and new assessed values are posted. Annexation proceedings could then commence as early as June 2007.
<table>
<thead>
<tr>
<th>TAX PARCEL</th>
<th>TAX PAYER</th>
<th>CITY/STATE</th>
<th>ZIP</th>
<th>SITE ADDRESS</th>
<th>ACRES</th>
<th>LAND VALUE</th>
<th>IMPROVE. VALUE</th>
<th>ASSESSED VALUE</th>
<th>LAND USE DESIGNATION (ATR)</th>
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<tbody>
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<td>BOHEMIAN ESTATES LLC</td>
<td>KENT WA</td>
<td>98042</td>
<td>6101XXX 20TH AV E</td>
<td>33.280</td>
<td>$422,900.00</td>
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<td>BELLEVUE WA</td>
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Total AV $4,270,900.00

60% $2,562,540

Bohemian Estates $422,900

Tajpur Hide-A-Way $1,526,700

Additional value needed to reach 60% $812,940
ANNEXATION AND UTILITIES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this _____ day of ________, 2006 by and between the City of Bonney Lake ("City"), a municipal corporation, and The Estate of Gerald B. Achenbach ("Owner"), and Michael L. & Teresa J. Achenbach.

WHEREAS, Owner owns certain real property located in Pierce County, Washington, outside the corporate limits of the City; and

WHEREAS, Owner is seeking or intends to seek various development approvals from Pierce County for the property; and

WHEREAS, Owner has requested that the City provide water utility service to the property; and

WHEREAS, it is generally the policy of the City to condition the provision of water service outside the corporate limits of the City upon actual annexation of the property to the City;

NOW, THEREFORE, the parties agree as follows:

1. Property. This Agreement shall be applicable to the property owned by Owner and shown on Exhibit A, and specifically and legally described in Exhibit B, hereafter referred to as "the Property".

2. Acknowledgments and Representations. The Owner and the City hereby acknowledge and agree as follows:

(a) The Property is located in Pierce County, Washington, outside the corporate limits of the City.

(b) The Owner is seeking or intends to seek various development approvals from Pierce County for the Property.

Annexation and Utilities Agreement
(c) The Owner has requested that the City provide water utility service to the Property.

(d) This Agreement to extend utility service outside the corporate limits of the City is authorized by RCW 35.92.020 and RCW 35.67.310, and shall not be construed as a voluntary agreement pursuant to RCW 82.02.020 and therefore the provisions of RCW 82.02.020 shall not be applied hereto.

(e) A City’s requirement of an annexation agreement as a condition of extending utility service to properties contiguous to the corporate limits of the City is recognized by Washington law.

(f) In the event of violation or breach of the terms of this Agreement, or upon the invalidation of this Agreement by judicial action, operation of law or otherwise, the City reserves the right, at its sole discretion, to immediately terminate the provision of utility services to areas within the Property not already being served at the time of violation, breach, or invalidation.

(g) At some time in the future, the City may, in its sole discretion, elect to annex all or part of the property.

(h) Until annexation of the Property by the City, Pierce County shall retain jurisdiction over the permitting and processing of development approvals relating to the Property, subject to the limitations of Schneider Homes, Inc. v. City of Kent, 87 Wn. App. 774 (1997).

3. Petition and Covenant for Annexation. In consideration of the City’s agreement and commitment to provide utilities to the Property, the Owner hereby petitions, agrees and covenants as follows:

(a) This Agreement shall be considered an irrevocable petition for annexation of the Property to the City. Owner agrees, promises and covenants that if at any time the Property is included within any area which is being considered for annexation to the City, Owner shall join in said annexation and by this petition does provide this Notice of Intention to Annex, and further agrees not to oppose any such annexation. Owner expressly acknowledges that by so agreeing, it waives the right to oppose such annexation.

(b) The Owner agrees to execute all necessary documents such as letters, notices, petitions or other instruments initiating, furthering or accomplishing the annexation of the Property to the City. This Agreement is a covenant running with the Annexation and Utilities Agreement
Property described in Exhibit B and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

(c) The Owner understands and agrees that the laws of the State of Washington relating to the annexation of property by a city provide that property may be annexed to a city if property owners, equal to sixty percent of the assessed value of property within the area proposed to be annexed, sign a petition for such an annexation.

(d) The Owner understands and agrees that upon annexation by the City, the Property shall be assessed and taxed at the same rate and on the same basis as property within the City is assessed and taxed to pay for any then outstanding indebtedness of the City which was contracted prior to, or existing at the date of annexation.

(e) The undersigned Owner, on behalf of himself/herself/themselves, his/her/their heirs, successors and assigns, hereby designate(s) the City as Owner’s true and lawful attorney-in-fact for the purpose of signing any petition leading to the annexation of the Property to the City, with full power to do and perform any proper act which the Owner may do with respect to the annexation of said Property. The City may exercise this power through its City Clerk or otherwise as the City Council may direct. This Special Power of Attorney is given for the valuable consideration of the furnishing of water utility service by the City, and this Special Power of Attorney is further given as security for performance of the annexation covenant obligation set forth herein. This Special Power of Attorney is not revocable and shall not be affected by the disability of the principal.

(f) The Owner shall not protest the future formation of any local improvement district for any of the following: domestic water, sewers, streets, street lighting, and storm water facilities, including regional detention and water quality facilities, for any district which includes property within the Property described in Exhibit B, provided that this section is not inconsistent with the Owner’s rights and obligations contained elsewhere in this Agreement.

4. **Conditions.** In consideration for the City’s agreement and commitment to provide utilities to the Property upon annexation, and in recognition of the City’s conditions for annexation, the Owner and City hereby agree and covenant as follows:

(a) The City shall have the right to review and approve the preliminary plat. Where City requirements are in conflict with Pierce County policies, subdivision and zoning requirements Pierce County requirements shall prevail.

Annexation and Utilities Agreement
(b) Plans for road and storm improvements shall be submitted to the City of Bonney Lake for comment.

(c) All public improvements related to water constructed within the Property shall be constructed consistent with City standards, plans, policies and regulations.

(d) The Owner shall allow City inspection during construction of all public improvements related to water as they are built, regardless of the ownership of such improvements, and shall reimburse the City for any reasonable costs incurred in such inspection.

5. Water Service. The City agrees to provide water utility service to the Property as described in this section, subject to the City's ability to obtain the necessary approvals, agreements and franchises from other agencies. The City agrees to diligently exert all reasonable efforts to obtain such approvals, agreements and franchises and to provide these services in a timely manner. The Owner agrees to pay to the City the System Development Charges for water on the same terms and conditions as other similarly situated users within the City's water service area and after review and approval by Owner to execute any developer extension agreements required by the City. Owner's obligations arising out of this Agreement shall be of no force and effect unless the City provides water availability letters as needed to process their plat.

6. General Provisions. The Owner and the City hereby acknowledge and agree to the following provisions, which shall apply to the entire Agreement:

(a) This Agreement represents the entire agreement between the parties. No change, modification, termination or attempted waiver of any of the provisions of the Agreement shall be binding on either party except by means of a signed writing by authorized representatives of each party. This Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

(b) The terms and provisions of this Agreement shall inure to the benefit of and become binding upon the heirs, assigns, and/or successors in interest of the parties hereto, and related entities (i.e. entities with elements of common ownership) and principal owners of the Owner.

(c) Failure by either party 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 compliance and performance of that or any other provision of this Agreement at any time thereafter.

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

(e) Upon execution, this Agreement, or memorandum thereof, shall be recorded with
the Pierce County Auditor’s office. The Owner shall be responsible for recording
and shall provide evidence of such recording to the City within three (3) business
days of execution of this Agreement.

7. In the event the current Purchaser, David Parker and/or assigns, fails to
close the pending transaction and become the owner of the herein property, this
Annexation and Utilities Agreement shall be deemed null and void and of no
effect.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement on the
date first written above.

CITY OF BONNEY LAKE

________________________
Neil Johnson, Mayor

ATTEST:

________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

________________________
James Dionne, City Attorney

State of Washington )
) ss.
County of )

I certify that I know or have satisfactory evidence that _______________________
is the person who appeared before me, and said person acknowledged that he signed this
instrument, on oath stated that he was authorized to execute the instrument and
acknowledged it as the _______________________
of _______________________
to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

Dated this ______ day of _______________________, 200__.

Notary Public in and for the state of Washington,
residing at _________________________.
My appointment expires ________________________.
OWNER:


The Estate of Gerald B. Achenbach

State of Washington  )
County of Pierce ) ss.

I certify that I know or have satisfactory evidence that Michael L. Achenbach and Teresa J. Achenbach did appear before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Original of Annexation Utilities Agreement to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 10th day of May, 2006.

Doris Ann Johnson
Notary Public in and for the state of Washington, residing at Edmonds
My appointment expires 7-5-10.

Annexation and Utilities Agreement
PARCEL A:
Lot Four (4), Lake Tapps Cedar Addition, according to the Plat thereof recorded in Volume 18 of Plats, Page 88, records of Pierce County.

EXCEPT THE FOLLOWING: Commencing at the Northwest corner of Lot 4, Lake Tapps Cedar Addition, as per map thereof in Book 18 of Plats, at Page 88, Records of Pierce County Auditor; thence 20 feet in a Southerly direction along Vandermark Road to the point of beginning; thence Easterly in a line parallel to the Northern boundary of said lot 4 for a distance of 272.25 feet; thence Southerly in a direction parallel to the Western boundary of Lot 4 for a distance of 80 feet; thence westerly on a line parallel to the Northern boundary of said Lot 4 for a distance of 272.25 feet to Vandermark Road; thence Northerly along Vandermark Road for a distance of 80 feet to the point of beginning. Total area being one half (½) acre, more or less. All situate in the County of Pierce, State of Washington.

TOGETHER WITH a 1963 Nashua Mobile Home, Serial #8214. Parcel Nos: 5040000042 and 4293020600

PARCEL B:
Commencing at the Northwest corner of Lot 4, Lake Tapps Cedar Addition, as per map thereof in Book 18 of Plats, at Page 88, Records of Pierce County Auditor; thence 20 feet in a Southerly direction along Vandermark Road to the point of beginning; thence Easterly in a line parallel to the Northern boundary of said lot 4 for a distance of 272.25 feet; thence Southerly in a direction parallel to the Western boundary of Lot 4 for a distance

of 80 feet; thence westerly on a line parallel to the Northern boundary of said Lot 4 for a distance of 272.25 feet to Vandermark Road; thence Northerly along Vandermark Road for a distance of 80 feet to the point of beginning. Total area being one half (½) acre, more or less. All situate in the County of Pierce, State of Washington.

TOGETHER WITH a 1983 Fleetwood Berkshire Mobile Home, Serial #WAFL2AD27314748, 54X24. (Which title thereon has been eliminated)
Parcel No: 5040000041
Tapps Hideaway: Annexation Utility Agreements for Johnson, Stipp, Strong, Achenbach properties.

MAP LEGEND

- Hydro - Surface Boundaries
- Water body
- Public Roads
- Urban Growth Boundaries
- Urban Growth Area Boundary
- Private roads
- Tax Parcels
- Tapps Hideaway
- City UGA/Annexation Area 3
- City of Bonney Lake

June 6, 2006
ANNEXATION AND UTILITIES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 13th day of January, 2005, by and between the City of Bonney Lake ("City"), a municipal corporation, and Cory Johnson ("Owner").

WHEREAS, Owner owns certain real property located in Pierce County, Washington, outside the corporate limits of the City; and

WHEREAS, Owner is seeking or intends to seek various development approvals from Pierce County for the property; and

WHEREAS, Owner has requested that the City provide water utility service to the property; and

WHEREAS, it is generally the policy of the City to condition the provision of water service outside the corporate limits of the City upon actual annexation of the property to the City;

NOW, THEREFORE, the parties agree as follows:

1. Property. This Agreement shall be applicable to the property owned by Owner and shown on Exhibit A, and specifically and legally described in Exhibit B, hereafter referred to as "the Property".

2. Acknowledgments and Representations. The Owner and the City hereby acknowledge and agree as follows:

   (a) The Property is located in Pierce County, Washington, outside the corporate limits of the City.

   (b) The Owner is seeking or intends to seek various development approvals from Pierce County for the Property.
(c) The Owner has requested that the City provide water utility service to the Property.

(d) This Agreement to extend utility service outside the corporate limits of the City is authorized by RCW 35.92.020 and RCW 35.67.310, and shall not be construed as a voluntary agreement pursuant to RCW 82.02.020 and therefore the provisions of RCW 82.02.020 shall not be applied hereto.

(e) A City’s requirement of an annexation agreement as a condition of extending utility service to properties contiguous to the corporate limits of the City is recognized by Washington law.

(f) In the event of violation or breach of the terms of this Agreement, or upon the invalidation of this Agreement by judicial action, operation of law or otherwise, the City reserves the right, at its sole discretion, to immediately terminate the provision of utility services to areas within the Property not already being served at the time of violation, breach, or invalidation.

(g) At some time in the future, the City may, in its sole discretion, elect to annex all or part of the property.

(h) Until annexation of the Property by the City, Pierce County shall retain jurisdiction over the permitting and processing of development approvals relating to the Property, subject to the limitations of Schneider Homes, Inc. v. City of Kent, 87 Wn. App. 774 (1997).

3. **Petition and Covenant for Annexation.** In consideration of the City’s agreement and commitment to provide utilities to the Property, the Owner hereby petitions, agrees and covenants as follows:

(a) This Agreement shall be considered an irrevocable petition for annexation of the Property to the City. Owner agrees, promises and covenants that if at any time the Property is included within any area which is being considered for annexation to the City, Owner shall join in said annexation and by this petition does provide this Notice of Intention to Annex, and further agrees not to oppose any such annexation. Owner expressly acknowledges that by so agreeing, it waives the right to oppose such annexation.

(b) The Owner agrees to execute all necessary documents such as letters, notices, petitions or other instruments initiating, furthering or accomplishing the annexation of the Property to the City. This Agreement is a covenant running with the Annexation and Utilities Agreement
Property described in Exhibit B and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

(c) The Owner understands and agrees that the laws of the State of Washington relating to the annexation of property by a city provide that property may be annexed to a city if property owners, equal to sixty percent of the assessed value of property within the area proposed to be annexed, sign a petition for such an annexation.

(d) The Owner understands and agrees that upon annexation by the City, the Property shall be assessed and taxed at the same rate and on the same basis as property within the City is assessed and taxed to pay for any then outstanding indebtedness of the City which was contracted prior to, or existing at the date of annexation.

(e) The undersigned Owner, on behalf of himself/herself/themselves, his/her/their heirs, successors and assigns, hereby designate(s) the City as Owner’s true and lawful attorney-in-fact for the purpose of signing any petition leading to the annexation of the Property to the City, with full power to do and perform any proper act which the Owner may do with respect to the annexation of said Property. The City may exercise this power through its City Clerk or otherwise as the City Council may direct. This Special Power of Attorney is given for the valuable consideration of the furnishing of water utility service by the City, and this Special Power of Attorney is further given as security for performance of the annexation covenant obligation set forth herein. This Special Power of Attorney is not revocable and shall not be affected by the disability of the principal.

(f) The Owner shall not protest the future formation of any local improvement district for any of the following: domestic water, sewers, streets, street lighting, and storm water facilities, including regional detention and water quality facilities, for any district which includes property within the Property described in Exhibit B, provided that this section is not inconsistent with the Owner’s rights and obligations contained elsewhere in this Agreement.

4. **Conditions.** In consideration for the City’s agreement and commitment to provide utilities to the Property upon annexation, and in recognition of the City’s conditions for annexation, the Owner and City hereby agree and covenant as follows:

(a) The City shall have the right to review and approve the preliminary plat. Where City requirements are in conflict with Pierce County policies, subdivision and zoning requirements Pierce County requirements shall prevail.
(b) Plans for road and storm improvements shall be submitted to the City of Bonney Lake for comment.

(c) All public improvements related to water constructed within the Property shall be constructed consistent with City standards, plans, policies and regulations.

(d) The Owner shall allow City inspection during construction of all public improvements related to water as they are built, regardless of the ownership of such improvements, and shall reimburse the City for any reasonable costs incurred in such inspection.

5. Water Service. The City agrees to provide water utility service to the Property as described in this section, subject to the City's ability to obtain the necessary approvals, agreements and franchises from other agencies. The City agrees to diligently exert all reasonable efforts to obtain such approvals, agreements and franchises and to provide these services in a timely manner. The Owner agrees to pay to the City the System Development Charges for water on the same terms and conditions as other similarly situated users within the City’s water service area and after review and approval by Owner to execute any developer extension agreements required by the City. Owner’s obligations arising out of this Agreement shall be of no force and effect unless the City provides water availability letters as needed to process their plat.

6. General Provisions. The Owner and the City hereby acknowledge and agree to the following provisions, which shall apply to the entire Agreement:

(a) This Agreement represents the entire agreement between the parties. No change, modification, termination or attempted waiver of any of the provisions of the Agreement shall be binding on either party except by means of a signed writing by authorized representatives of each party. This Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

(b) The terms and provisions of this Agreement shall inure to the benefit of and become binding upon the heirs, assigns, and/or successors in interest of the parties hereto, and related entities (i.e. entities with elements of common ownership) and principal owners of the Owner.

(c) Failure by either party 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 compliance and performance of that or any other provision of this Agreement at any time thereafter.

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

(e) Upon execution, this Agreement, or memorandum thereof, shall be recorded with the Pierce County Auditor’s office. The Owner shall be responsible for recording and shall provide evidence of such recording to the City within three (3) business days of execution of this Agreement.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement on the date first written above.

CITY OF BONNEY LAKE

________________________
Neil Johnson, Mayor

ATTEST: 

________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

________________________
James Dionne, City Attorney

State of Washington )
 ) ss.
County of )

I certify that I know or have satisfactory evidence that ________________________________ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the ________________________________ of ________________________________ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this_______ day of __________________________, 200___.

Notary Public in and for the state of Washington, residing at ________________________________.
My appointment expires __________________________.

Annexation and Utilities Agreement
OWNER:

[Signature]

State of Washington )
) ss.
County of )

I certify that I know or have satisfactory evidence that
_________________________ is the person who appeared before me, and said
person acknowledged that he signed this instrument, on oath stated that he was authorized

to execute the instrument and acknowledged it as the
_________________________ of ____________________________ to be the
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ______ day of __________________, 2006.

_________________________
Notary Public in and for the state of Washington,
residing at __________________
My appointment expires __________________.

Annexation and Utilities Agreement
Identify Results
=================

Date: Tuesday January 24, 2006
Time: 10:55:25 AM
View: View1

Theme: Tax Parcels - JOHNSON
SHAPE: Polygon
TAX_PARCEL_NUM: 5040000014
TAX_PAYER_NAME: JOHNSON COREY L
DELIVERY_ADDRESS: 21017 68TH STREET CT E
CITY_ST: SUMNER WA
ZIPCODE: 98391-8657
SITE_ADDRESS: 21017 68TH STCT E
BUSINESS_NAME:
LAST_NAME: JOHNSON
LAND ACRES: 4.6800
LAND VALUE: 136300
IMPR VALUE: 163500.000000000
TAXABLE VALUE: 299800
USE_CD: 1101
TAX AREA CD: 375
LANDUSE DESCRIPTION: SINGLE FAMILY DWELLING
AREA: 202115.16781
MULT PARCEL_CD: N
TAX SR EXEMPTION:
REF PARCEL_NUM:
RTSQ: 05202714
LEGAL DESCRIPTION: Section 27 Township 20 Range 05 Quarter 14 LAKE TAPPS CEDAR ADD:
LAKE TAPPS CEDAR ADD L 4 OF SHORT PLAT 86-06-17-0166 TOG/W EASE & RESTRICTIONS OF
REC SE OF NE 27-20-05E TOG/W E 30 FT AS VAC P CO ORD 91-27 OUT OF 001-0 SEG X-0685
PP ES DC6439MD4/21/92BO
COUNT: 2.000000000
PERIMETER: 2416.74540
Y_COORD: 683311.87884
X_COORD: 1231211.29397
LONG: -122.14610
LAT: 47.19537
EXEMPT CD:
LEGAL_DESCRIPTION: Section 27 Township 20 Range 05 Quarter 14 LAKE TAPPS
CEDAR ADD: LAKE TAPPS CEDAR ADD L 4 OF SHORT PLAT 86-06-17-0166
TOG/W EASE & RESTRICTIONS OF REC SE OF NE 27-20-05E TOG/W E 30 FT AS
VAC P CO ORD 91-27 OUT OF 001-0 SEG X-0685 PP ES DC6439MD4/21/92BO

Exhibit B:
Legal Description
Return To:
City of Bonney Lake
P. O. Box 7380
Bonney Lake, WA 98390-8850

ANNEXATION AND UTILITIES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 17th day of
[Signature]
March, 2006, by and between the City of Bonney Lake ("City"), a
corporate body existing under the laws of the State of Washington,
and [Owner], ("Owner").

WHEREAS, Owner owns certain real property located in Pierce County,
Washington, outside the corporate limits of the City; and

WHEREAS, Owner is seeking or intends to seek various development approvals
from Pierce County for the property; and

WHEREAS, Owner has requested that the City provide water utility service to the
property; and

WHEREAS, it is generally the policy of the City to condition the provision of
water service outside the corporate limits of the City upon actual annexation of the
property to the City;

NOW, THEREFORE, the parties agree as follows:

1. Property. This Agreement shall be applicable to the property owned by Owner and
shown on Exhibit A, and specifically and legally described in Exhibit B, hereafter referred
to as "the Property".

2. Acknowledgments and Representations. The Owner and the City hereby
acknowledge and agree as follows:

(a) The Property is located in Pierce County, Washington, outside the corporate
limits of the City.

(b) The Owner is seeking or intends to seek various development approvals from
Pierce County for the Property.

Annexation and Utilities Agreement
(c) The Owner has requested that the City provide water utility service to the Property.

(d) This Agreement to extend utility service outside the corporate limits of the City is authorized by RCW 35.92.020 and RCW 35.67.310, and shall not be construed as a voluntary agreement pursuant to RCW 82.02.020 and therefore the provisions of RCW 82.02.020 shall not be applied hereto.

(c) A City's requirement of an annexation agreement as a condition of extending utility service to properties contiguous to the corporate limits of the City is recognized by Washington law.

(f) In the event of violation or breach of the terms of this Agreement, or upon the invalidation of this Agreement by judicial action, operation of law or otherwise, the City reserves the right, at its sole discretion, to immediately terminate the provision of utility services to areas within the Property not already being served at the time of violation, breach, or invalidation.

(g) At some time in the future, the City may, in its sole discretion, elect to annex all or part of the property.

(h) Until annexation of the Property by the City, Pierce County shall retain jurisdiction over the permitting and processing of development approvals relating to the Property, subject to the limitations of Schneider Homes, Inc. v. City of Kent, 87 Wn. App. 774 (1997).

3. Petition and Covenant for Annexation. In consideration of the City's agreement and commitment to provide utilities to the Property, the Owner hereby petitions, agrees and covenants as follows:

(a) This Agreement shall be considered an irrevocable petition for annexation of the Property to the City. Owner agrees, promises and covenants that if at any time the Property is included within any area which is being considered for annexation to the City, Owner shall join in said annexation and by this petition does provide this Notice of Intention to Annex, and further agrees not to oppose any such annexation. Owner expressly acknowledges that by so agreeing, it waives the right to oppose such annexation.

(b) The Owner agrees to execute all necessary documents such as letters, notices, petitions or other instruments initiating, furthering or accomplishing the annexation of the Property to the City. This Agreement is a covenant running with the

Annexation and Utilities Agreement
Property described in Exhibit B and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

(c) The Owner understands and agrees that the laws of the State of Washington relating to the annexation of property by a city provide that property may be annexed to a city if property owners, equal to sixty percent of the assessed value of property within the area proposed to be annexed, sign a petition for such an annexation.

(d) The Owner understands and agrees that upon annexation by the City, the Property shall be assessed and taxed at the same rate and on the same basis as property within the City is assessed and taxed to pay for any then outstanding indebtedness of the City which was contracted prior to, or existing at the date of annexation.

(e) The undersigned Owner, on behalf of himself/herself/themselves, his/her/their heirs, successors and assigns, hereby designate(s) the City as Owner’s true and lawful attorney-in-fact for the purpose of signing any petition leading to the annexation of the Property to the City, with full power to do and perform any proper act which the Owner may do with respect to the annexation of said Property. The City may exercise this power through its City Clerk or otherwise as the City Council may direct. This Special Power of Attorney is given for the valuable consideration of the furnishing of water utility service by the City, and this Special Power of Attorney is further given as security for performance of the annexation covenant obligation set forth herein. This Special Power of Attorney is not revocable and shall not be affected by the disability of the principal.

(f) The Owner shall not protest the future formation of any local improvement district for any of the following: domestic water, sewers, streets, street lighting, and storm water facilities, including regional detention and water quality facilities, for any district which includes property within the Property described in Exhibit B, provided that this section is not inconsistent with the Owner’s rights and obligations contained elsewhere in this Agreement.

4. Conditions. In consideration for the City’s agreement and commitment to provide utilities to the Property upon annexation, and in recognition of the City’s conditions for annexation, the Owner and City hereby agree and covenant as follows:

(a) The City shall have the right to review and approve the preliminary plat. Where City requirements are in conflict with Pierce County policies, subdivision and zoning requirements Pierce County requirements shall prevail.

Annexation and Utilities Agreement
(b) Plans for road and storm improvements shall be submitted to the City of Bonney Lake for comment.

(c) All public improvements related to water constructed within the Property shall be constructed consistent with City standards, plans, policies and regulations.

(d) The Owner shall allow City inspection during construction of all public improvements related to water as they are built, regardless of the ownership of such improvements, and shall reimburse the City for any reasonable costs incurred in such inspection.

5. **water Service.** The City agrees to provide water utility service to the Property as described in this section, subject to the City’s ability to obtain the necessary approvals, agreements and franchises from other agencies. The City agrees to diligently exert all reasonable efforts to obtain such approvals, agreements and franchises and to provide these services in a timely manner. The Owner agrees to pay to the City the System Development Charges for water on the same terms and conditions as other similarly situated users within the City’s water service area and after review and approval by Owner to execute any developer extension agreements required by the City. Owner’s obligations arising out of this Agreement shall be of no force and effect unless the City provides water availability letters as needed to process their plat.

6. **General Provisions.** The Owner and the City hereby acknowledge and agree to the following provisions, which shall apply to the entire Agreement:
   (a) This Agreement represents the entire agreement between the parties. No change, modification, termination or attempted waiver of any of the provisions of the Agreement shall be binding on either party except by means of a signed writing by authorized representatives of each party. This Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

   (b) The terms and provisions of this Agreement shall inure to the benefit of and become binding upon the heirs, assigns, and/or successors in interest of the parties hereto, and related entities (i.e. entities with elements of common ownership) and principal owners of the Owner.

   (c) Failure by either party 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 compliance and performance of that or any other provision of this Agreement at any time thereafter.

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

(e) Upon execution, this Agreement, or memorandum thereof, shall be recorded with the Pierce County Auditor’s office. The Owner shall be responsible for recording and shall provide evidence of such recording to the City within three (3) business days of execution of this Agreement.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement on the date first written above.

CITY OF BONNEY LAKE

__________________________________________
Neil Johnson, Mayor

ATTEST:                                    APPROVED AS TO FORM:

__________________________________________
Harwood T. Edvalson, City Clerk

State of Washington )

) ss.

County of )

I certify that I know or have satisfactory evidence that ____________________________
is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the ____________________________
of ____________________________ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this________ day of __________________, 200__.

Notary Public in and for the state of Washington,
residing at ____________________________.
My appointment expires ____________________________.

Annexation and Utilities Agreement
OWNER:

Lora L. Stipp

State of Washington  )
County of Pierce  ) ss.

I certify that I know or have satisfactory evidence that Lora L. Stipp is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _________________ of _________________ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ___ day of March, 2006

Debbie J. Jaakola
Notary Public in and for the state of Washington, residing at Buckley
My appointment expires 12-29-2007

Annexation and Utilities Agreement
OWNER:

James L. Stipp

State of Washington  
County of Pierce  

I certify that I know or have satisfactory evidence that  
James L. Stipp is the person who appeared before me, and said  
person acknowledged that he signed this instrument, on oath stated that he was authorized  
to execute the instrument and acknowledged it as the  
free and voluntary act of such party for the uses and purposes mentioned in the instrument.  

Dated this 17th day of March, 2006.  

Debbie S. Faaborg  
Notary Public-in-And for the State of Washington,  
residing at Buckley.  
My appointment expires 12-29-2007  

Annexation and Utilities Agreement
Identify Results

Date: Friday March 31, 2006
Time: 11:52:31 AM
View: View1

Theme: Tax Parcels - STIPP
SHAPE: Polygon
TAX_PARCEL_NUM: 5040000024
TAX_PAYER_NAME: STIPP LORA LYNN
DELIVERY_ADDRESS: PO BOX 7322
CITY_ST: BONNEY LAKE WA
ZIPCODE: 98391-0913
SITE_ADDRESS: 21102 68TH STCT E
BUSINESS_NAME:
LAST_NAME: STIPP
LAND_ACRES: 4.2280
LAND_VALUE: 129700
IMPR_VALUE: 404900.000000000
TAXABLE_VALUE: 534600
USE_CD: 1202
TAX_AREA_CD: 375
LANDUSE_DESCRIPTION: DUPLEX 2 UNITS
AREA: 180719.48533
MULT_PARCEL_CD: N
TAX_SR_EXEMPTION:
REF_PARCEL_NUM: N
RTSQQ: 05202714
LEGAL_DESCRIPTION: Section 27 Township 20 Range 05 Quarter 14 LAKE TAPPSS
CEDAR ADD: LAKE TAPPSS CEDAR ADD L 4 OF SHORT PLAT 87-02-19-0165
TOG/W EASE & RESTRICTIONS OF REC SE OF NE 27-20-05E TOG/W E 30 FT AS
VAC BY P CO RD 91-27 APPROX 184,259 SQ FT OR 4.23 AC OUT OF 002-0 S
COUNT: 2.000000000
PERIMETER: 2231.96671
Y_COORD: 683083.75444
X_COORD: 1231244.98206
LONG: -122.14595
LAT: 47.19475
EXEMPT_CD:
LEGAL DESCRIPTION: Section 27 Township 20 Range 05 Quarter 14 LAKE TAPPS
CEDAR ADD: LAKE TAPPS CEDAR ADD L 4 OF SHORT PLAT 87-02-19-0165
TOG/W EASE & RESTRICTIONS OF REC SE OF NE 27-20-05E TOG/W E 30 FT AS
VAC BY P CO RD 91-27 APPROX 184,259 SQ FT OR 4.23 AC OUT OF 002-0 S
ANNEXATION AND UTILITIES AGREEMENT

This Agreement ("Agreement") is entered into this 17th day of March, 2006, by and between the City of Bonney Lake ("City"), a municipal corporation, and John M. Strong ("Owner").

WHEREAS, Owner owns certain real property located in Pierce County, Washington, outside the corporate limits of the City; and

WHEREAS, Owner is seeking or intends to seek various development approvals from Pierce County for the property; and

WHEREAS, Owner has requested that the City provide water utility service to the property; and

WHEREAS, it is generally the policy of the City to condition the provision of water service outside the corporate limits of the City upon actual annexation of the property to the City;

NOW, THEREFORE, the parties agree as follows:

1. Property. This Agreement shall be applicable to the property owned by Owner and shown on Exhibit A, and specifically and legally described in Exhibit B, hereafter referred to as "the Property".

2. Acknowledgments and Representations. The Owner and the City hereby acknowledge and agree as follows:

   (a) The Property is located in Pierce County, Washington, outside the corporate limits of the City.

   (b) The Owner is seeking or intends to seek various development approvals from Pierce County for the Property.

Annexation and Utilities Agreement
(c) The Owner has requested that the City provide water utility service to the Property.

(d) This Agreement to extend utility service outside the corporate limits of the City is authorized by RCW 35.92.020 and RCW 35.67.310, and shall not be construed as a voluntary agreement pursuant to RCW 82.02.020 and therefore the provisions of RCW 82.02.020 shall not be applied hereto.

(e) A City's requirement of an annexation agreement as a condition of extending utility service to properties contiguous to the corporate limits of the City is recognized by Washington law.

(f) In the event of violation or breach of the terms of this Agreement, or upon the invalidation of this Agreement by judicial action, operation of law or otherwise, the City reserves the right, at its sole discretion, to immediately terminate the provision of utility services to areas within the Property not already being served at the time of violation, breach, or invalidation.

(g) At some time in the future, the City may, in its sole discretion, elect to annex all or part of the property.

(h) Until annexation of the Property by the City, Pierce County shall retain jurisdiction over the permitting and processing of development approvals relating to the Property, subject to the limitations of Schneider Homes, Inc. v. City of Kent, 87 Wn. App. 774 (1997).

3. **Petition and Covenant for Annexation.** In consideration of the City's agreement and commitment to provide utilities to the Property, the Owner hereby petitions, agrees and covenants as follows:

   (a) This Agreement shall be considered an irrevocable petition for annexation of the Property to the City. Owner agrees, promises and covenants that if at any time the Property is included within any area which is being considered for annexation to the City, Owner shall join in said annexation and by this petition does provide this Notice of Intention to Annex, and further agrees not to oppose any such annexation. Owner expressly acknowledges that by so agreeing, it waives the right to oppose such annexation.

   (b) The Owner agrees to execute all necessary documents such as letters, notices, petitions or other instruments initiating, furthering or accomplishing the annexation of the Property to the City. This Agreement is a covenant running with the

Annexation and Utilities Agreement
Property described in Exhibit B and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

(c) The Owner understands and agrees that the laws of the State of Washington relating to the annexation of property by a city provide that property may be annexed to a city if property owners, equal to sixty percent of the assessed value of property within the area proposed to be annexed, sign a petition for such an annexation.

(d) The Owner understands and agrees that upon annexation by the City, the Property shall be assessed and taxed at the same rate and on the same basis as property within the City is assessed and taxed to pay for any then outstanding indebtedness of the City which was contracted prior to, or existing at the date of annexation.

(e) The undersigned Owner, on behalf of himself/herself/themselves, his/her/their heirs, successors and assigns, hereby designate(s) the City as Owner’s true and lawful attorney-in-fact for the purpose of signing any petition leading to the annexation of the Property to the City, with full power to do and perform any proper act which the Owner may do with respect to the annexation of said Property. The City may exercise this power through its City Clerk or otherwise as the City Council may direct. This Special Power of Attorney is given for the valuable consideration of the furnishing of water utility service by the City, and this Special Power of Attorney is further given as security for performance of the annexation covenant obligation set forth herein. This Special Power of Attorney is not revocable and shall not be affected by the disability of the principal.

(f) The Owner shall not protest the future formation of any local improvement district for any of the following: domestic water, sewers, streets, street lighting, and storm water facilities, including regional detention and water quality facilities, for any district which includes property within the Property described in Exhibit B, provided that this section is not inconsistent with the Owner’s rights and obligations contained elsewhere in this Agreement.

4. **Conditions.** In consideration for the City’s agreement and commitment to provide utilities to the Property upon annexation, and in recognition of the City’s conditions for annexation, the Owner and City hereby agree and covenant as follows:

   (a) The City shall have the right to review and approve the preliminary plat. Where City requirements are in conflict with Pierce County policies, subdivision and zoning requirements Pierce County requirements shall prevail.
(b) Plans for road and storm improvements shall be submitted to the City of Bonney Lake for comment.

(c) All public improvements related to water constructed within the Property shall be constructed consistent with City standards, plans, policies and regulations.

(d) The Owner shall allow City inspection during construction of all public improvements related to water as they are built, regardless of the ownership of such improvements, and shall reimburse the City for any reasonable costs incurred in such inspection.

5. **water Service.** The City agrees to provide water utility service to the Property as described in this section, subject to the City’s ability to obtain the necessary approvals, agreements and franchises from other agencies. The City agrees to diligently exert all reasonable efforts to obtain such approvals, agreements and franchises and to provide these services in a timely manner. The Owner agrees to pay to the City the System Development Charges for water on the same terms and conditions as other similarly situated users within the City’s water service area and after review and approval by Owner to execute any developer extension agreements required by the City. Owner’s obligations arising out of this Agreement shall be of no force and effect unless the City provides water availability letters as needed to process their plat.

6. **General Provisions.** The Owner and the City hereby acknowledge and agree to the following provisions, which shall apply to the entire Agreement:

(a) This Agreement represents the entire agreement between the parties. No change, modification, termination or attempted waiver of any of the provisions of the Agreement shall be binding on either party except by means of a signed writing by authorized representatives of each party. This Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

(b) The terms and provisions of this Agreement shall inure to the benefit of and become binding upon the heirs, assigns, and/or successors in interest of the parties hereto, and related entities (i.e. entities with elements of common ownership) and principal owners of the Owner.

(c) Failure by either party 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 compliance and performance of that or any other provision of this Agreement at any time thereafter.

(d) If any provision of this Agreement or its application is held invalid, the remainder of this Agreement or the application of the remainder of the Agreement shall not be
OWNER:

Jean Strong

State of Washington )
ss.
County of Pierce )

I certify that I know or have satisfactory evidence that

Jean Strong is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the property owner of the City of Bonney Lake to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 17 day of March, 2006.

Notary Public in and for the state of Washington, residing at Bonney Lake, Washington
My appointment expires 1-19-09.

Annexation and Utilities Agreement
affected.

(e) Upon execution, this Agreement, or memorandum thereof, shall be recorded with the Pierce County Auditor’s office. The Owner shall be responsible for recording and shall provide evidence of such recording to the City within three (3) business days of execution of this Agreement.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement on the date first written above.

CITY OF BONNEY LAKE

__________________________
Neil Johnson, Mayor

ATTEST: APPROVED AS TO FORM:

__________________________  ____________________________
Harwood T. Edvalson, City Clerk  James Dionne, City Attorney

State of Washington )
 ) ss.
County of )

I certify that I know or have satisfactory evidence that __________________________________________ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the __________________________________________ of____________________________ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this_______ day of ________________________, 200____.

__________________________________________
Notary Public in and for the state of Washington, residing at ____________________________.
My appointment expires ______________________.

Annexation and Utilities Agreement
Identify Results

Date: Friday March 31, 2006
Time: 11:50:25 AM
View: View1

Theme: Tax Parcels - STRONG
SHAPE: Polygon
TAX_PARCEL_NUM: 5040000039
TAX_PAYER_NAME: STRONG JEAN M TTEE
DELIVERY_ADDRESS: 6925 VANDERMARK RD E
CITY_ST: BONNEY LAKE WA
ZIPCODE: 98391-8659
SITE_ADDRESS: 6925 VANDERMARK RD E
BUSINESS_NAME:
LAST_NAME: STRONG
LAND_ACRES: 3.7930
LAND_VALUE: 122800
IMPR_VALUE: 114300.0000000000
TAXABLE_VALUE: 98565
USE_CD: 1101
TAX_AREA_CD: 375
LANDUSE_DESCRIPTION: SINGLE FAMILY DWELLING
AREA: 170364.04606
MULT_PARCEL_CD: N
TAX_SR_EXEMPTION: SA
REF_PARCEL_NUM: N
RTSQQ: 05202714
LEGAL_DESCRIPTION: Section 27 Township 20 Range 05 Quarter 14 LAKE TAPPS
CEDAR ADD: LAKE TAPPS CEDAR ADD SE OF NE 27-20-05E L 3 EXC NLY 180
FT OF WLY 359.50 FT THEREOF TOG/W E 30 FT AS VACATED P CO ORD 91-27
TOG/W THOR POR L 3 DESC AS FOLL COM AT NW COR L 3 TH ELY ALG N LI
COUNT: 1.000000000
PERIMETER: 2700.09875
YCOORD: 682894.58211
XCOORD: 1231270.85362
LONG: -122.14583
LAT: 47.19423
EXEMPT_CD:
Tapps Hideaway: Annexation Utility Agreements for Johnson, Stipp, Strong, Achenbach properties

MAP LEGEND

- Hydro - Surface Boundaries
- Water body
- Public Roads
- Urban Growth Boundaries*
- Urban Growth Area Boundary
- Private roads
- Tax Parcels*
- Tapps Hideaway
- City UGA/Annexation Area 3
- City of Bonney Lake

Lake Tapps

June 6, 2006
LEGAL_DESCRIPTION: Section 27 Township 20 Range 05 Quarter 14 LAKE TAPPS
CEDAR ADD: LAKE TAPPS CEDAR ADD SE OF NE 27-20-05E L 3 EXC NLY 180
FT OF WLY 359.50 FT THEREOF TOG/W E 30 FT AS VACATED P CO ORD 91-27
TOG/W THT POR L 3 DESC AS FOLL COM AT NW COR L 3 TH ELY ALG N LI
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Dan Grigsby – PW Director
Council/Wrkshp Mtg Date: June 13, 2006
Agenda Bill Number: AB06-136
Ordinance Number: Resolution Number: 1584
Councilmember Sponsor:

BUDGET INFORMATION

2006 Budget Authority: Required Expenditure: Impact: Remaining Balance:
$0 $0 $0 $0

Explanation:

Agenda Subject:
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a Personal Services Agreement with Gould Construction for on-call inspection services for a variety of City and developer projects.

Administrative Recommendation:

Background Summary: Award contract for inspection services to Gould Construction.

The agreement is for on-call general inspection services during construction. The existing projects under the current agreement will continue to be billed at the existing (set in 2003) rate until completion. These existing projects include Panorama West, North Tapps Estates and Lift Station 17. All new projects will be billed to reflect fees in this new agreement. Inspection services cover both developer projects (reimbursed by the developer) and City projects. See the attached standard Bonney Lake Personal Services Agreement.

Council Committee Dates: Commission Dates: Board/Hearing Examiner Dates:
Finance Committee:
Public Safety Committee:
Community Development & Planning Committee: 6/5/06
Council Workshop:
Planning Commission:
Civil Service Commission:
Park Board:
Hearing Examiner:

Council Action:
Council Call for Hearing: Council Hearings Date:
Council Referred Back to: Workshop: Committee
Council Tabled Until: Council Meeting Dates:

Signatures:
Dept. Dir. Mayor: Date City Attorney reviewed Standard
COMMUNITY DEVELOPMENT COMMITTEE

DATE:       June 5, 2006

ORIGINATOR: Dan Grigsby     TITLE: Public Works Director

SUBJECT: On-Call Personal Svc Agreement with Gould Construction for Inspection Services

The agreement is for on-call general inspection services during construction. The existing projects under the current agreement will continue to be billed at the existing (set in 2003) rate until completion. These existing projects include Panorama West, North Tapps Estates and Lift Station 17. All new projects will be billed to reflect fees in this new agreement. Inspection services cover both developer projects (reimbursed by the developer) and City projects. See the attached standard Bonney Lake Personal Services Agreement.

ORDINANCE/RESOLUTION # 1584

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_____

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE        APPROVED        DISAPPROVED

James Rackley, Chairman  6-5-06  
Mark Hamilton  6-5-06  
David Bowen  6-5-06  

COMMITTEE COMMENTS:

____________________________________________

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

Please schedule for City Council Meeting date of: June 13, 2006
Consent Agenda: ☑ Yes  ☐ No
RESOLUTION NO. 1584

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH GOULD CONSTRUCTION FOR INSPECTION SERVICES.

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 13th day of June, 2006.

______________________________
Neil Johnson Jr., 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 _______ day of ______________________________, 20_______, by and between the City of Bonney Lake ("City") and Bruce L. Gould ("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 B, 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 B; provided, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B 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 any sub-consultants 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 and Legal Compliance.** 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. The contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986. 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, B, and C 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 project.

**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

By: ______________________________
   Neil Johnson, Jr. Mayor

CONSULTANT

By: ______________________________
   Bruce L. Gould, President

Attachments:
EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:

On-Call Inspection Services as requested by the City for various projects.
EXHIBIT B: RATES

The Consultant's work under this Agreement shall be compensated at the rate of $72.00 per hour for inspection services. The projects under the current agreement, including Panorama West, North Tapps Estates and Lift Station 17 Pump Replacement will continue to be billed at the rate of $66.00 until project completion.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Dan Grigsby – Public Works Director

Council/Workshop Mtg Date: June 13, 2006
Agenda Bill Number AB06-137

Ordinance Number: Resolution Number 1585

Councilmember Sponsor:

BUDGET INFORMATION

2006 Budget Amount: Required Expenditure: Impact: Remaining Balance:
$5,000,000 $6,189,632 $6,808,632 $-1,808,632

Explanation:
CIP 401.999.594.01.061 2006/2007 Budget

2006 Budget Amount: Required Expenditure: Impact: Remaining Balance:

$309,500 (5% Contingency) (2007 Budget)

$309,500 (5% Project Mgmt & Inspections)

Explanation:
CIP 401.999.594.01.061 2006/2007 Budget

Council/Workshop Mtg Date: June 13, 2006
Agenda Bill Number AB06-137

Ordinance Number: Resolution Number 1585

Councilmember Sponsor:

A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with Skaar Construction, Inc. for the 15 MG Peaking Storage Reservoir.

Administrative Recommendation:

Background Summary: Award 15 MG Peaking Storage Reservoir to Skaar Construction, Inc.

The City opened bids on June 1, 2006 @ 2:00 PM. Of the 2 bids we received Skaar Construction, Inc. was the low bidder with a bid of $6,189,632. Public Works is requesting authorization of up to 5% of the bid ($309,000) for contingencies, and 5% ($309,000) 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.

Council Committee Dates: Commission Dates: Board/Hearing Examiner Dates:

Finance Committee:

Planning Commission:

Park Board:

Public Safety Committee:

Civil Service Commission:

Hearing Examiner:

Community Development & Planning Committee: 6/5/06

Council Workshop:

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 Standard
COMMUNITY DEVELOPMENT COMMITTEE

DATE: June 5, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Award the Peaking Storage Reservoir Contract to Skaar Construction, Inc.

The City opened bids on June 1, 2006 @ 2:00 PM. Of the 2 bids we received Skaar Construction, Inc. was the low bidder with a bid of $6,189,632. Public Works is requesting authorization of up to 5% of the bid ($309,000) for contingencies, and 5% ($309,000) 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 # 1585

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: $6,189,320
(+ 618,000 contingencies & Const. Mgmt)

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairman 6-5-06

Mark Hamilton 6-5-06

David Bowen 6-5-06

COMMITTEE COMMENTS:

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

Please schedule for City Council Meeting date of: June 13, 2006
Consent Agenda: Yes No
RESOLUTION NO. 1585

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT FOR THE 15 MG PEAKING STORAGE RESERVOIR TO SKAAR CONSTRUCTION, INC.

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 13th day of June, 2006.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
<table>
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<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Units</th>
<th>Qty.</th>
<th>Engineers Estimate</th>
<th>Skaar Construction</th>
<th>Ward-Henshaw Construction</th>
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<td>16</td>
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<td>$5,000</td>
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|         | SUB-TOTAL                                        | $7,045,300 | $5,689,000 | $5,967,724 |
|         | TAX 8.8%                                         | $619,986   | $500,632.00| $525,159.71|
|         | GRAND TOTAL                                      | $7,665,286 | $6,189,632.00| $6,492,883.71|
CITY OF BONNEY LAKE

BONNEY Lake

15.0 MG PEAKING STORAGE RESERVOIR

PHASE II
SPRING 2006
VOLUME 2 OF 2

MAYOR: NEIL JOHNSON
PUBLIC WORKS DIRECTOR: DAN GRIGSBY, P.E.
ASSISTANT PUBLIC WORKS DIRECTOR: RICK SHANNON
CITY ENGINEER: JOHN WOODCOCK, P.E.
ASSISTANT CITY ENGINEER: DOUG BUDZYNSKI, P.E.

CITY COUNCIL:
DAVID BOWEN
PHIL DELED
MARK HAMILTON

CHERYLE NOBLE
JAMES RACKLEY
DAN SWATMAN
DAVE KING
City of Bonney Lake's Public Works Department
15.0 MG Peaking Storage Reservoir

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 2:00 pm on June 1, 2006 for the 15.0 MG Peaking Storage Reservoir project.

Work to be performed includes: The 15.0 MG Peaking Storage Reservoir consists of the construction of a 15.0 MG prestressed concrete reservoir, site work including construction grading, final grading and landscaping, and utilities including 650 LF of 16 inch DI water main, reservoir drain piping, electrical conduits and chlorine sampling line.

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 2:00 pm on June 1, 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 Ave. E., Bonney Lake, WA. 98391, (253) 447-4341, upon payment of a non-refundable fee of $125 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 $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: May 18 and May 25, 2006
# Capital Projects

## Working Sheet

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<td>4. Telecommunication/SCADA Continued Upgrade</td>
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<td>5. Pressure Relief Lake Ridge 800 Zone</td>
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### Sewer Projects

| 17. Sewer Plan Update | $80,000 | $80,000 |       |       |      |       |                               |                 |           |     |                  |                     |                |            |
| 18. Upgrade Summer WWTP | $6,000,000 | $3,000,000 | $3,000,000 | $450,000 |       |       |                               |                 |           |     |                  |                     |                |            |
| 19. Oilt Control Improvements Lift Station 17 | $70,000 | $70,000 |       |       |      |       |                               |                 |           |     |                  |                     |                |            |
| **Total** | **$6,150,000** | **$3,190,000** | **$3,000,000** | **$460,000** | **-** | **-** | **-** | **-** | **-** | **-** | **$2,650,000** | **-** | **-** | **-** | **$3,000,000** |

### Street/Stormwater Projects

| 20. Causeway & 197th Avenue East |       |       |       |       |      |       |                               |                 |           |     |                  |                     |                |            |
| 21. South Taupos Drive |       |       |       |       |      |       |                               |                 |           |     |                  |                     |                |            |
| 22. Chip Seal |       |       |       |       |      |       |                               |                 |           |     |                  |                     |                |            |
| 23. Schuylkill/South Prairie Road (match) | $50,000 | $50,000 | $600,000 |       |      |       |                               |                 |           |     |                  |                     |                |            |
| 24. Sidewalk Program |       |       |       |       |      |       |                               |                 |           |     |                  |                     |                |            |
| **Total** | **$50,000** | **$50,000** | **$75,000** |       |      |       |                               |                 |           |     |                  |                     |                |            |

### General Fund Capital Projects

| 25. Facilities Improvements | $100,000 | $100,000 | $26,000 |       |      |       |                               |                 |           |     |                  |                     |                |            |
| 26. New Office Space for the City | $3,100,000 | $8,000,000 |       |       |      |       |                               |                 |           |     |                  |                     |                |            |
| 27. Park Improvements | $375,000 | $425,000 | $425,000 |       |      |       |                               |                 |           |     |                  |                     |                |            |
| **Total** | **$3,575,000** | **$628,000** | **$8,026,000** | **-** | **-** | **-** | **-** | **-** | **-** | **$26,000** | **$8,000,000** | **-** | **-** | **-** | **$8,026,000** |

**TOTALS** | $27,421,000 | $15,927,000 | $33,978,000 | $16,000,000 | $2,660,000 | $- | $- | $- | $- | $- | $26,000 | $8,000,000 | $- | $- | $- | $8,026,000 |
City of Bonney Lake's Public Works Department

NON-COLLUSION CERTIFICATE

State of Washington )
) ss.
County of Pierce )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to City of Bonney Lake's Public Works Department for consideration in the award of a contract on the improvement described as follows:

15.0 MG Peaking Storage Reservoir

Skaar Construction, Inc.
(Name of Firm)

By: [Signature]
(Authorized Signature)

Title: President

Sworn to before me this 1 day of June, 2006.

[Signature]
Notary Public

Corporate Seal:
SUBCONTRACTOR LIST

The City of Bonney Lake requires the bidder to submit the names of all subcontractors whose subcontract amount exceeds 10 percent of the contract price for all contracts exceeding $100,000. Bidders shall complete Section A below as appropriate. Bidders can attach additional sheets as necessary to identify additional subcontractors.

In addition, as required by the Revised Code of Washington 1999 (RCW 39.30.060), bids of $1,000,000 or more for any public works contract require each bidder to submit the names of the subcontractors who will be performing the work in the areas of heating, ventilation, air conditioning, plumbing (as described in chapter 18.106 RCW), and electrical (as described in chapter 19.28 RCW), or to name itself for the work. Bidders shall complete Section B as appropriate. As required by RCW 39.30.0600, if the subcontractor names for Section B are not submitted with the bid, or within 1 hour of the bid time, the bid shall be considered non-responsive (void).

A. Owner Required Subcontractor List
The following subcontractor(s) subcontract amount exceeds 10 percent of the contract price and the contract exceeds $100,000: (list subcontractor and bid item).

Select Either:
Bidder certifies that there are no subcontractors at this time who meet the above requirements.

Name: [Signature]
Title: [Signature]
Signature: [Signature] - Required Below Others

Or

There are subcontractors who meet the above requirements.

Bid Item (s) 7,8,9
Subcontractor Name: DYK
Address: 351 Cypress Lane - El Cajon CA 92020
Phone No. 619-440-8181 State Contractor's License No. DYK19 * 097B2

Bid Item (s)
Subcontractor Name
Address
Phone No. State Contractor's License No.

Bid Item (s)
Subcontractor Name
Address
Phone No. State Contractor's License No.
B. RCW Required Subcontractor List
The following subcontractor(s) subcontract for work listed below. This must be filled in when the total contract price equals or exceeds $1,000,000. Bidder shall indicate one of the following:

- Bidder is naming themselves for the work, or
- There is no work related to the item identified, or
- The subcontractor who will be performing the work

Heating

Bidder is naming themselves for the work

[ ] Yes  [ ] No

There is no permanent work product related to this item. Any ancillary heating work required during the execution of this contract will be performed by the Contractor.

Bidder is subcontracting the work (if so, complete the following items)

[ ] Yes  [ ] No

Bid Item(s)

Subcontractor Name

Address

Phone No. ______________________ State Contractor's License No. ______________________

Ventilation

Bidder is naming themselves for the work

[ ] Yes  [ ] No

There is no permanent work product related to this item. Any ancillary ventilation work required during the execution of this contract, will be performed by the Contractor.

Bidder is subcontracting the work (if so, complete the following items)

[ ] Yes  [ ] No

Bid Item(s)

Subcontractor Name

Address

Phone No. ______________________ State Contractor's License No. ______________________

Air Conditioning

Bidder is naming themselves for the work

[ ] Yes  [ ] No

There is no permanent work product related to this item. Any ancillary air conditioning work required during the execution of this contract, will be performed by the Contractor.

Bidder is subcontracting the work (if so, complete the following items)

[ ] Yes  [ ] No

Bid Item(s)

Subcontractor Name
Address __________________________________________________________

Phone No. ___________________________ State Contractor's License No. ___________________________

Plumbing
Bidder is naming themselves for the work [x] [ ]
There is no permanent work product related to this item. Any ancillary plumbing work required during the execution of this contract, including providing temporary water supply, will be performed by the Contractor. [ ] [ ]
Bidder is subcontracting the work (if so, complete the following items) [ ] [ ]

Bid Item (s) __________________________________________________________
Subcontractor Name _________________________________________________
Address ____________________________________________________________
Phone No. ___________________________ State Contractor's License No. ___________________________

Electrical
Bidder is naming themselves for the work [ ] [ ]
There is no permanent work product related to this item. Any ancillary electrical work required during the execution of this contract, including providing temporary electrical supply, will be performed by the Contractor. [x] [ ]
Bidder is subcontracting the work (if so, complete the following items) [ ] [ ]

Bid Item (s) ______
Subcontractor Name Electrical Energy Contractors
Address 17505 51st Ave SE Bottrell, WA 98012
Phone No. (425) 818-9260 State Contractor's License No. ELEC1603E

Other Type: [ ] [ ] All other
Bidder is naming themselves for the work [x] [ ]
There is no permanent work product related to this item. Any ancillary electrical work required during the execution of this contract, including providing temporary electrical supply, will be performed by the Contractor. [ ] [ ]
Bidder is subcontracting the work (if so, complete the following items) [ ] [ ]

Bid Item (s) __________________________________________________________
Subcontractor Name _________________________________________________
Address ____________________________________________________________
Phone No. ___________________________ State Contractor's License No. ___________________________
BIDDER'S QUALIFICATION FORM

The Owner requires a statement as to financial ability, equipment and experience to be completed and submitted by prospective General Contractors bidding on this work. No bid will be considered responsive unless the following form has been completely filled out and submitted in accordance with the Advertisement for Bids and Instructions to Bidders.

The City will determine whether the lowest bidder is responsible in accordance with RCW 43.19.1911(9) and/or any other applicable legal authority. The City believes that responsible bidders will have to:

1) Have successfully completed at least five circumferentially wrapped, prestressed concrete tanks within the last 10 years.

2) Commit a field superintendent with relevant, successful experience to the project. The field superintendent shall have had the following specific experience:

   Field superintendent shall have been the person in charge of at least two prestressed concrete reservoirs that have been successfully completed within the past five years. The completed reservoir structures shall have included cast-in-place concrete core walls, exterior wrapped prestressing, vertical prestressing units inside walls, with wall base joint detail similar to that shown for this project, and concrete floor slabs with expansion and control joints similar to those shown for this project.

   The field superintendent shall be on the project site in responsible charge, full time, during all reservoir concrete construction activities.

3) Use a prestressing subcontractor who will provide the system meeting the substance of the specification, and whose system has been successfully used on structures of similar size and capacity. The Prestressing Subcontractor shall have continuous experience for a minimum of the immediately preceding five years on reservoirs of the size and capacity contemplated for this project. Prestressing subcontractors who are considered qualified and have the specified equipment to perform the prestressing work are:

   DYK Incorporated, P. O. Box 696, El Cajon, CA 92022.

4) Be capable of providing appropriate bonding and insurance.
Submitted to: City of Bonney Lake Public Works Dept.
Address: 19306 Bonney Lake Blvd. Bonney Lake WA 98391
Attention: John Woodcock

By: Skaar Construction, Inc. × A Corporation
(Bidder) A Partnership
An Individual

Type of Work: Constructing Prestressed Concrete Reservoirs
Principal Office: 32221 B Street SE Auburn WA 98002
Contractor's Surety: Fidelity and Deposit Company of Maryland
Contractor's Bank and Local Contact: Columbia Bank Gary Linburg

EXPERIENCE QUESTIONNAIRE

1. How many years has your organization been in business as a general contractor under your present business name ________ 29 Years ________

2. How many years of experience in the proposed type and size of construction work has your organization had as a general contractor ________ 29 Years ________

3. List the prestressed concrete tank construction projects your organization has had in the last 10 years that are similar in type and size to the work proposed herein:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Type &amp; Volume of Tank</th>
<th>When Completed</th>
<th>Name &amp; Address of Owner, Contact Person &amp; Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2 Mil. 4MG Prestressed</td>
<td>2004</td>
<td>Peter Harr 541-917-7643</td>
<td></td>
</tr>
<tr>
<td>2.6 Mil 4MG Prestressed</td>
<td>2003</td>
<td>Tom Meade 360-753-8762</td>
<td></td>
</tr>
<tr>
<td>4.3 Mil 2x10MG Prestressed</td>
<td>2003</td>
<td>Duane Maki 206-571-0385</td>
<td></td>
</tr>
<tr>
<td>7.1 Mil 20MG Prestressed</td>
<td>2002</td>
<td>Glen George 253-502-8737</td>
<td></td>
</tr>
<tr>
<td>5.6 Mil 7.6MG Prestressed</td>
<td>1999</td>
<td>Mike Olivant 253-863-5128</td>
<td></td>
</tr>
</tbody>
</table>

See Attached
(Provide an attachment if additional space is required).
4. What other major projects has your organization completed in the last 5 years?

<table>
<thead>
<tr>
<th>Amount</th>
<th>Class of Work</th>
<th>When Completed</th>
<th>Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.4 Mil Sewage Treatment</td>
<td>2002</td>
<td>Doug Robertson</td>
<td>206-684-1822</td>
</tr>
<tr>
<td>1.27 Mil W.W.T. Clarifiers</td>
<td>2004</td>
<td>Richard Dickenson</td>
<td>360-664-233</td>
</tr>
<tr>
<td>1.5 Mil 2.48MG Prestressed</td>
<td>2005</td>
<td>John Hatch</td>
<td>425-698-1143</td>
</tr>
<tr>
<td>1.5 Mil 1.6MG Prestressed</td>
<td>2006</td>
<td>Kevin Simmons</td>
<td>425-396-1223</td>
</tr>
</tbody>
</table>

See Attached
(Provide an attachment if additional space is required).

5. Have you ever failed to complete any work awarded to you? If so, where and why?

   No

6. What is the construction experience of the principal individuals of your organization:

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position or Office</th>
<th>Years of Construction Experience</th>
<th>Magnitude &amp; Type in What Capacity?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Layne Skaar</td>
<td>President</td>
<td>29 Years Reservoirs</td>
<td>Full Charge</td>
</tr>
<tr>
<td>John Burns</td>
<td>G. Superintendent</td>
<td>20 Years Reservoirs</td>
<td>Full Charge</td>
</tr>
<tr>
<td>Joel Anderson</td>
<td>P.M. 19 Years Heavy Civil</td>
<td>Reservoirs Full Charge</td>
<td></td>
</tr>
<tr>
<td>Marty Kellogg</td>
<td>Superintendent</td>
<td>Reservoirs Full Charge</td>
<td></td>
</tr>
<tr>
<td>Scott Yuhl</td>
<td>Superintendent</td>
<td>28 Years Heavy Civil</td>
<td>Full Charge</td>
</tr>
</tbody>
</table>

7. Name the field superintendent who will be in direct charge if awarded this Contract and state his relevant, successful experience. Indicate the Owner of the projects referenced with his experience.

   Marty Kellogg: City of Kennewick 4MG Prestressed, City of Spokane 1.75 Reservoir, City of Albany 4MG Prestressed Reservoir, City of Olympia 4MG Prestressed Reservoir, Seattle P.U.D. 2x10MG Prestressed Reservoirs, Martin Way Assoc. 1.9 MG Detention Vault, City of Troutdale 2x.5 MG Digesters.
8. List the major items of equipment which you own or which will be available for use on the proposed work:

1-60 Ton Grove Crane, 2-35 Ton Grove Cranes, 2-JCB Forklifts, 1-AMZ Manlift, 17 Ton Boomtruck, 1-Kenworth Semi, Air Compressors, Generators, Vibrators, Survey Equipment.

9. List below the contracts which were involved in litigation of any type during the previous 10 years in which you, or your company, or corporation were party to:

None

10. What is the name and address of the Prestressing Contractor you intend to use for this project?

DYK Incorporated
351 Cypress Lane
El Cajon CA 92020

11. List five structures on which the proposed qualifying prestressing system, meeting the substance of the Specification requirements, has been used:

<table>
<thead>
<tr>
<th>Name &amp; Address</th>
<th>Completion Date</th>
<th>Type, Volume, Diameter &amp; Wall Height of Tank</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Foster City</td>
<td>610 Foster City Blvd. Foster City CA 94044 2005 T.1 Water, V.8MG D.200'</td>
<td>WH.35'</td>
</tr>
<tr>
<td>E. Bay M.U.D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>580 California St. San Fran. CA 94104 2005 T.1 Water V. 16MG, D.32'7</td>
<td>WH.32.7</td>
<td></td>
</tr>
<tr>
<td>City of San Diego</td>
<td>6251 Pasatiempo Ave. San Diego CA 92120 2005 T.1 Water, V.35MG, D.132'</td>
<td>WH.39</td>
</tr>
<tr>
<td>Goleta W.D.</td>
<td>4699 Hollister Ave. Goleta CA 93110 2004 T.1 Water V.3.5MG, D.132'</td>
<td>WH.36'</td>
</tr>
<tr>
<td>City of W. Sacramento</td>
<td>1350 Halyard Dr. W. Sacramento CA 2004 T.1 Water, V.4MG, D.170', WH.27</td>
<td></td>
</tr>
</tbody>
</table>
12. Submit with this Qualification Form, the Prestressing Subcontractor's descriptive write-up of the wrapping, the vertical prestressing and the shotcreting machinery used on structures in Item 11 and proposed for use if awarded this Contract.

The undersigned hereby declares that the foregoing statements are correct and true as of the date below. Incorrect or misleading information will be reason for a determination that the bidder is not responsible and/or the bid is not responsive.

Dated at 3221 B Street SE Auburn WA is 1 day of June, 2006.

By [Signature]
Applicant

Title President

Date 6-1-06
PROPOSAL

Contractor: Skaar Construction, Inc.

City: Auburn, Washington

Date: June 1, 2006

The City Council

City of Bonney Lake's Public Works Department
Public Works Department, PO Box 7380, 19306 Bonney Lake Boulevard
Bonney Lake, WA 98391

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, an all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with City of Bonney Lake's Public Works Department's project, designated as 15.0 MG Peaking Storage Reservoir all as required by and in strict conformance with the specifications, contract plans and the standard plans for the following unit prices.

Note: Unit prices of all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and, where conflict occurs, the written or typed words prevail.
## SCHEDULE OF PRICES

City of Bonney Lake's Public Works Department  
15.0 MG Peaking Storage Reservoir

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>1</td>
<td>Mobilization, Demobilization, Site Preparation, and Clean-up</td>
<td>LS</td>
<td>1</td>
<td>$215,000</td>
<td>$215,000</td>
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<td></td>
<td>Price in Words</td>
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</tr>
<tr>
<td>2</td>
<td>Site Work</td>
<td>LS</td>
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<td>$220,000</td>
<td>$220,000</td>
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<td></td>
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<tr>
<td>3</td>
<td>Landscaping</td>
<td>LS</td>
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<td>$30,000</td>
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<td></td>
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<tr>
<td>4</td>
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<td><strong>Two thousand dollars</strong></td>
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<td></td>
<td>Price in Words</td>
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<td></td>
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</tr>
<tr>
<td>5</td>
<td>Site Utilities</td>
<td>LS</td>
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<td>Price in Words</td>
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<tr>
<td>6</td>
<td>Backfill</td>
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<td></td>
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<td>7</td>
<td>Reservoir Foundation and Floor</td>
<td>LS</td>
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<td>$1,100,000</td>
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<tr>
<td></td>
<td><strong>One million one hundred thousand dollars</strong></td>
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<td></td>
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<tr>
<td>8</td>
<td>Reservoir Columns and Wall</td>
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<td>$1,800,000</td>
<td>$1,800,000</td>
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<tr>
<td></td>
<td><strong>One million eight hundred thousand dollars</strong></td>
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<tr>
<td>9</td>
<td>Reservoir Roof</td>
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<td>$1,623,000</td>
<td>$1,623,000</td>
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<td></td>
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<tr>
<td>Item</td>
<td>Description</td>
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<td>Quantity</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>------</td>
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<td>10.</td>
<td>Reservoir Roof Membrane</td>
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<tr>
<td>11.</td>
<td>Reservoir Appurtenances</td>
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<td></td>
<td><strong>Price in Words</strong></td>
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<td>12.</td>
<td>Finishes</td>
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<td>= $20,000</td>
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<td><strong>Price in Words</strong></td>
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<td>13.</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td><strong>Price in Words</strong></td>
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<td></td>
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<tr>
<td>14.</td>
<td>Electrical and Automatic Control</td>
<td>LS</td>
<td>1</td>
<td>= $99,000</td>
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<tr>
<td></td>
<td><strong>Ninety nine thousand dollars</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Price in Words</strong></td>
<td></td>
<td></td>
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<tr>
<td>15.</td>
<td>Trench Safety and Shoring</td>
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<tr>
<td>16.</td>
<td>As-Builty</td>
<td>LS</td>
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<td><strong>Price in Words</strong></td>
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</table>

<table>
<thead>
<tr>
<th>SUBTOTAL (Items 1-16)</th>
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<tbody>
<tr>
<td>$5,689,000</td>
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<table>
<thead>
<tr>
<th>Sales Tax @ 8.8%</th>
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<tbody>
<tr>
<td>$500,000.32</td>
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<table>
<thead>
<tr>
<th>TOTAL AMOUNT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,189,000.32</td>
</tr>
</tbody>
</table>
All bidders shall sign the proposal in the space provided.

The successful bidder shall execute and furnish the attached (no substitution allowed) performance bond within ten (10) calendar days after the date of award of contract unless a written extension is granted by the City of Bonney Lake's Public Works Department.

The contractor agrees to perform the complete contract work as specified, including corrections, finish and cleanup within 220 working days, beginning the date given in the notice to proceed by the City of Bonney Lake's Public Works Department. Failure to complete within the specified completion time may result in liquidated damages in the amount of $1,750 for each working day beyond the completion date.

The proposal, together with the Agreement, a Work Schedule Chart, Contract Documents, Standard Specifications, Special Provisions, Addenda and Plans, when endorsed by the City of Bonney Lake's Public Works Department shall become a contract binding on both parties thereto, whereby the contractor agrees to perform the complete contract work, as specified, and the City of Bonney Lake's Public Works Department agrees to make payment to the contractor, as specified, for said completed and accepted work.

Dated this 1st day of June, 2006.

Contractor: Skaar Construction, Inc.

Address: 3221 B Street SE Auburn WA 98002

Telephone: 253-939-6671 License No. SKARCI184KD

By: President

Attest: (If Corporation)

Witness: (If Individual or Partnership)

Acknowledgement of Receipt of Addenda:

No. 1 Date 5-26-06 Initials DF

No. Date Initials
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council Meeting Date:</th>
<th>Agenda Item Number</th>
<th>Councilmember Sponsor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Chief McGehee</td>
<td>June 13, 2006</td>
<td>AB06-143</td>
<td>Phil DeLeo</td>
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<th>Resolution Number:</th>
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<tbody>
<tr>
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**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
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<tbody>
<tr>
<td>$10,000</td>
<td>$1,000</td>
<td></td>
<td>Approx. $8,785</td>
</tr>
</tbody>
</table>

**Explanation:**  
Memorandum of Understanding for” Neighborhood Crime Mapping Web Service” which would be placed on the City of Bonney Lake Web page.

**Agenda Subject:** A Memorandum of Understanding with the Pierce County Information Technology, Geographic Information Systems Division for the use of the Sheriff’s Neighborhood Crime Mapping Web Service on a year to year basis.

**Administrative Recommendation:**  
Authorize the Mayor to sign the agreement.

**Background Summary:**  
For an annual fee, the Neighborhood Crime Website subscription services allow other law enforcement agencies such as “Bonney Lake” to use the website software and hardware to provide crime statistics and analysis to the public. This service would enhance the efforts of the City of Bonney Lake to provide data to the community regarding neighborhood crime and statistics.

**Council Committee Dates:**  
- Finance Committee:  
- Public Safety Committee: 06-05-06  
- Community Development & Planning Committee:  
- Council Workshop:

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

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

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

**Signatures:**  
- Dept. Dir. Buster McGehee  
- Mayor/City Administrator  
- Date City Attorney reviewed: June 6, 2006
PUBLIC SAFETY COMMITTEE

DATE: June 5, 2006

ORIGINATOR: Buster McGehee TITLE: Chief of Police

SUBJECT/DISCUSSION: Memorandum of Understanding with Pierce County Information Technology, Geographic Information Systems Division for Neighborhood Crime Mapping.

ORDINANCE/RESOLUTION # 1589 – AB06-143

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE MAYOR
FINANCE DIRECTOR
CITY ATTORNEY

BUDGET INFORMATION: The annual service fee will be funded out of the Drug Fund 120 (521.20.041)

<table>
<thead>
<tr>
<th>BUDGETED ITEM:</th>
<th>TOTAL COST: Approx. $1,000</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,000</td>
<td>$1,000</td>
<td></td>
<td>$8,643 (approx.)</td>
</tr>
</tbody>
</table>

Explanation: see above

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

<table>
<thead>
<tr>
<th>DATE</th>
<th>APPROVED</th>
<th>DISAPPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phil DeLeo, Chairperson</td>
<td>6/6/06</td>
<td>Phil DeLeo</td>
</tr>
<tr>
<td>Dave King</td>
<td>6/6/06</td>
<td>Dave King</td>
</tr>
<tr>
<td>Cheryl Noble</td>
<td>6/6/06</td>
<td>Cheryl Noble</td>
</tr>
</tbody>
</table>

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:

CITY CLERK
FINANCE OFFICER
CITY ATTORNEY

Please schedule for Council Meeting date of: June 13, 2006
RESOLUTION NO. 1589

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE PIERCE COUNTY INFORMATION TECHNOLOGY, GEOGRAPHIC INFORMATION SYSTEMS DIVISION FOR THE USE OF THE SHERIFF’S NEIGHBORHOOD CRIME MAPPING WEB SERVICE.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to execute the agreement attached hereto as Exhibit “A” and incorporated herein by this reference.

PASSED by the City Council this 13th day of June, 2006.

______________________________
NEIL JOHNSON JR, Mayor

ATTEST:

______________________________
Harwood Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
Memorandum of Understanding # 052962

This Memorandum of Understanding is between the Pierce County Information Technology, Geographic Information Systems Division and the City of Bonney Lake (Subscriber) for the use of the Sheriff's Neighborhood Crime Mapping Web Service (Attachment A)

1. Pierce County will provide:
   a) Secure access to the application for use in maintaining information about crime
   b) Monthly maintenance of GIS base map layers (streets, address, plats, boundaries)
   c) The Neighborhood Crime website
   d) Access to the Crime feedback system for tracking questions and responding to the public
   e) Training on how to use and maintain the system for 5 employees per year
   f) A system support contact that will be available from 7 am to 4 pm, Monday-Friday

2. The Subscriber will provide:
   a) A point of contact for coordinating the implementation of the system
   b) A monthly file of geo-coded crime incidents (x,y coordinate value for each incident) and crime type fields
   c) The hardware and network (Internet) systems needed to use the application from the subscriber’s agency
   d) A GIS file of areas and names to be used in the Neighborhood Action Team search
   e) Dedicate a person to address questions about crime incidents and concerns that could arise from the public using the system.

3. The Subscriber is responsible for the verification of crime data in its jurisdiction. Using the data entered into the web site, the County will update the master database. The use of the Neighborhood Crime website may be revoked if the Subscriber does not provide monthly updates of crime data in its jurisdiction to the website.

4. The system and database supplied by the County pursuant to this Agreement is provided on an “as is basis” and “with all faults” and the Subscriber will have no remedy at law or equity against the County in the event information provided to the Subscriber is inaccurate, incomplete or otherwise defective in any way.

5. The County grants and the Subscriber agrees to accept a nonexclusive, revocable license to use the Sheriff’s Neighborhood Crime Mapping website under the terms of this agreement for a 5 year term beginning at the date of this agreement. The County retains ownership of the website.

6. The Subscriber agrees to hold the County and its officers and employees harmless from any and all claims, liability and judgments, including attorney fees and costs, made by or accruing to any person as a result of the Subscriber's conduct relating to this agreement, and the County agrees to hold Subscriber and its officers and employees harmless from any and all claims, liability and judgments, including attorney fees and costs, made by or accruing to any person as a result of the County's conduct relating to this agreement. There are no third party rights created by this agreement.

7. The County retains the right to modify current systems at its discretion. The County will make no systems modifications on Subscriber's behalf unless specifically agreed to.
8. The Subscriber agrees that each and every person given the right to access the County system will use a unique user name and password.

9. The Subscriber understands that priority is assigned to regular County work which may require a delay in responding to the Subscriber’s requirements from time to time. The County shall not be held liable for service interruptions or delays.

10. Subscriber may terminate this agreement by giving County at least two weeks prior written notice to terminate as of December 31st of the then current calendar year. Upon termination and to the extent of lawfully available funds, Subscriber shall remit all amounts due through the date of termination.

11. The Subscriber will pay an annual fee to the County for use of the Neighborhood Crime website. Such fee in 2006 will be $1,000. There may be yearly fee adjustments not to exceed 4%.

IN WITNESS WHEREOF, the parties have executed this Agreement this ______ day of ____________, 20___.

CITY OF BONNEY LAKE:

Name

(Signature) Date

Title of Signatory

City Attorney Date
Approved as to legal form only

Mailing Address:

Street Address, if different:

Contact Phone: __________________________
Contact FAX: __________________________

PIERCE COUNTY:

By ________________________________ Date
Deputy Prosecuting Attorney
Approved as to legal form only

Recommended:

By ________________________________ Date
Budget and Finance

Approved:

By ________________________________ Date
Department Director
(less than $250,000)

or

By ________________________________ Date
Pierce County Executive
($250,000 or more)
Neighborhood Crime Mapping Web Service

Provided by the Pierce County Sheriff’s Department and Information Technology/GIS Department
The website’s URL is www.piercecountycrimedata.org

Crime prevention in Pierce County is a collaborative effort between citizens who report crime and the law enforcement officers that respond. Understanding crime trends can be a first step in helping citizens and law enforcement adopt specific crime prevention strategies.

In focusing resources on crime trends, it is not enough to collect statistics. An essential aspect of crime analysis is geographical information. Crime trends are highly correlated with specific locations and areas. To address this, the Pierce County Sheriff’s Department has developed a website that reports crime data for neighborhoods. This is the first website in Washington State that lets people view crime statistics around a specific address or within a neighborhood. The crime statistics are summarized in a report to show amount and change in various crime types for a month or compared with the previous 12 months.

The goal of the Neighborhood Crime website is to reduce crime and the fear of crime, and to improve the livability of Pierce County’s neighborhoods. Using these tools to help identify and track neighborhood crime, communities and law enforcement can work together to develop effective crime prevention strategies. Identifying crime trends can help communities solve problems before they become serious and require additional law enforcement services and negatively influencing neighborhood livability.

In addition to the web site, the Sheriff’s Department created a program called Neighborhood Action Teams (NAT). These citizen groups are trained by law enforcement on how to prevent crime in their neighborhoods. The Neighborhood Crime Web site allows, these NAT groups to view crimes in their specific area to see if the crime prevention techniques they have learned are succeeding.

The Pierce County Sheriff’s Department is committed to providing personal safety information and education, with the objective that everyone can help prevent crime by taking responsibility for themselves and their communities. This program is a good model for other jurisdictions and the Neighborhood Crime Website can be subscribed to by other jurisdictions.

For an annual fee, the Neighborhood Crime Website subscription services allow other law enforcement agencies to use the website software and hardware to provide crime statistics and analysis to the public. The following table lists the responsibilities for the County and the Subscribing Agency.

<table>
<thead>
<tr>
<th>Task</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Maintain the Neighborhood Crime website software and hardware as well as troubleshoot problems arising from the data or systems.</td>
<td>County</td>
</tr>
<tr>
<td>2 Enable the web application to search and report crime in the Subscriber’s jurisdiction.</td>
<td>County</td>
</tr>
<tr>
<td>3 Maintain GIS base layers: road centerline/address file, city boundary file, and plat boundaries for query</td>
<td>County</td>
</tr>
<tr>
<td>4 Modify the feedback page to include the jurisdiction. This will email feedback questions to the agency.</td>
<td>County</td>
</tr>
<tr>
<td>5 Modify the “header” banner on the website to make it more generic and useable by the Subscriber.</td>
<td>County</td>
</tr>
<tr>
<td>6 Maintain monthly crime incident database containing incident x,y coordinates and incident type code</td>
<td>Subscriber will maintain data within their agency’s jurisdiction</td>
</tr>
<tr>
<td>7 Maintain the Neighborhood Action Team areas (GIS file with the boundary of each area and a name)</td>
<td>Subscriber will maintain data within their agency’s jurisdiction</td>
</tr>
</tbody>
</table>

Attachment “A”
### Pierce County Crime Data

**Address Search | Neighborhood Search | Action Team Search | Map Search**

**Back to Search**

![Map](image)

*You Are Here*

Report Options: **Year-To-Date Comparison | Last 12 Months | Pie Charts this**

---

**Year-To-Date Comparison**

Crime trends in this area:

#### Violent Crimes

<table>
<thead>
<tr>
<th></th>
<th>April 2005</th>
<th>April 2006</th>
<th>Year To Date (through April 2005)</th>
<th>Year To Date (through April 2006)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggravated Assault</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Non Aggravated Assault</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Homicide</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Robbery</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Business:</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Residential:</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Street:</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Robbery:</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Violent Crimes Total</strong>:</td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

#### Property Crimes

<table>
<thead>
<tr>
<th></th>
<th>April 2005</th>
<th>April 2006</th>
<th>Year To Date (through April 2005)</th>
<th>Year To Date (through April 2006)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arson</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Residential Arson:</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Non-Residential Arson:</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Motor Vehicle Theft</strong>:</td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>1</strong></td>
</tr>
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</table>
### Theft

<table>
<thead>
<tr>
<th></th>
<th>April 2005</th>
<th>April 2006</th>
<th>Year To Date (through April 2005)</th>
<th>Year To Date (through April 2006)</th>
</tr>
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<tbody>
<tr>
<td>Gas Station Runouts:</td>
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<td>-</td>
</tr>
<tr>
<td>Mail Theft:</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>Shoplifting:</td>
<td>-</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Theft from Vehicle:</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Theft:</td>
<td>-</td>
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<td>-</td>
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</tr>
<tr>
<td>Burglary</td>
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<td>-</td>
<td>1</td>
</tr>
<tr>
<td>Residential Burglary:</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>Non-Residential Burglary:</td>
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<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>Vandalism</td>
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<td>1</td>
</tr>
<tr>
<td>Residential Vandalism:</td>
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<td>-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>Non-Residential Vandalism</td>
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</tr>
<tr>
<td><strong>Property Crimes Total:</strong></td>
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<td>1</td>
<td>3</td>
</tr>
</tbody>
</table>

### Drug Crimes

<table>
<thead>
<tr>
<th>Drug Possession (Methamphetamine)</th>
<th>April 2005</th>
<th>April 2006</th>
<th>Year To Date (through April 2005)</th>
<th>Year To Date (through April 2006)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drug Sale/Manufacture (Methamphetamine)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Drug Possession (Other)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Drug Sale/Manufacture (Other)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Drug Crimes Total:</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Warrant Arrests, Fraud, Traffic, and Other Incidents

<table>
<thead>
<tr>
<th>Warrant Arrests</th>
<th>April 2005</th>
<th>April 2006</th>
<th>Year To Date (through April 2005)</th>
<th>Year To Date (through April 2006)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fraud or Forgery</td>
<td>-</td>
<td>2</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Criminal Traffic</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>Liquor Law Violations</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Telephone Harassment</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Intimidation</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Possession of Stolen Property</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Warrant Arrests, Fraud, Traffic, and Other Incidents Total:</strong></td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>5</td>
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### Grand Total

<table>
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<tr>
<th></th>
<th>April 2005</th>
<th>April 2006</th>
<th>Year To Date (through April 2005)</th>
<th>Year To Date (through April 2006)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grand Total:</strong></td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>8</td>
</tr>
</tbody>
</table>

*N.C. = Not Calculable

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This web site contains crime data for unincorporated areas in Pierce County and the cities of Edgewood and its
the cities that contract with the Pierce County Sheriff Department for public safety services.

The Incident Data displayed on this site is updated monthly. Data for the current month will usually be availab
middle of next month, for example, June 2006 will be available by mid-July 2006.

Special note should be taken when looking at the percentage increase or decrease of crime from one period to
Small numbers will result in large percentage changes and do not necessarily indicate a crime problem.

The crime data does not include domestic violence, run away, sex offenses, or suicide incidents. For more data
any of these issues please visit these Pierce County resources:
Domestic Violence Unit
Youth Emergency Services
Known Registered Sex Offenders
Pierce County First Source: Your Source for Human Services
Block Watch Information
Crime Stoppers
Identity Theft Information
Report Illegal Drug Activity
Report Terrorist Activity

Neighborhood Action Teams
Crime Data Homepage
Contact Us

Pierce County Sheriff Department Homepage
Pierce County Homepage

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

**Department/Staff Contact:**
Dan Grigsby – PW Director

**Council/Wrks hp Mtg Date:**
June 13, 2006

**Agenda Bill Number:**
AB06-121

**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>$105,800</td>
<td>$105,800</td>
<td>$105,800</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Explanation:**
Retainage release of $4,371.90 once contract closeout documents/requirements are met.

**Agenda Subject:**
Project Completion of the Lift Station 17 Pump Manufacturing.

**Administrative Recommendation:**

**Background Summary:** Accept the Lift Station 17 Pump Manufacturing as complete.

The Lift Station 17 Pump Manufacturing Project has been completed. Whitney Equipment has submitted their final pay estimate and the project has been accepted by the City Engineer and is currently being installed by Omega Contractors. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

**Council Committee Dates:**
Finance Committee:
Public Safety Committee:
Community Development & Planning Committee: 6/5/06
Council Workshop:

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

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

**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 Standard
DATE: June 5, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Lift Station 17 Pump Manufacturing Project Complete – Whitney Equipment

The Lift Station 17 Pump Manufacturing has been completed. Whitney Equipment has submitted their final pay estimate and the 4 new pumps have been accepted by the City Engineer and are currently being installed by Omega Contractors. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

ORDINANCE/RESOLUTION #

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 $4,371.90

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairman 6-5-06
Mark Hamilton 6-6-06
David Bowen 6-5-06

COMMITTEE COMMENTS:

________________________

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

Please schedule for City Council Meeting date of: June 13, 2006

Consent Agenda: ☑ Yes  ☐ No
PUBLIC WORKS PROJECT COMPLETION CHECKLIST
BEFORE RETAINAGE RELEASE

Project Name: Lift Station Pump Purchase
Contractor Name: Whitney Equipment Co.

N/A Statement of Intent to Pay Prevailing Wages Ch. 39.12 RCW (Must have in file before any payment is released to Contractor).

10/25/05 Performance and Guaranty Bond Ch. 39.08 RCW (if under 25,000 the City may agree to a 50% hold back in lieu of Performance and Guaranty Bond (Must have in file before any payment is released to Contractor).

10/25/05 Labor and Material Payment Bond Ch. 39.08 RCW (Must have before the project begins).

10/25/05 Certificate of Insurance (Automobile liability and Commercial General liability insurance with limits no less than 1,000,000, must have before project begins).

10/25/05 Signed Agreement (Must have before the project begins).

Send Notice of Completion of Public Works Contract to Department of Revenue (Projects of $20,000 or more), this is after Council approval.

Thirty (30) days have elapsed since the date of project acceptance by the City Council, as per minutes of the Council Meeting.

Received State Department of Revenue “Certificate of Payment of State Excise Taxes by Public Works Contractor” for contractor and subcontractors. (RCW 60.28). Not required by DOR for contracts under $20,000.

Received State Department of Employment Security “Certificate of Payment of Contributions Penalties and Interest on Public Works Contract”. (RCW 60.28.040). Not required for contracts under $20,000.

Received all State Department of Labor & Industries Affidavit of Wages Paid on Public Works Contract from prime contractor and each of his subcontractors. (REV 31 0020)

Received a letter certifying that the contractor has made his payroll report and paid premiums due the accident and medical aid funds of the Department of Labor & Industries, covering said construction for both the prime and his subcontractors (RCW 51.12.050 and RCW 51.12.070)

There are no claims or liens filed for labor and materials furnished on this Contract. (45 days of completion of project to file a lien, RCW – 39.08)

Furnish to the City a notarized statement signed by the Contractor stating that all labor, materials and all other costs for the project have been paid in full.

NOA 10/20/05 NTP 11/15/05
<table>
<thead>
<tr>
<th>Type</th>
<th>Item Code</th>
<th>Warehouse</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100,937.87</td>
</tr>
</tbody>
</table>

- Whitney Equipment for the Lift Station 17 Pumps and Motors Replacement in the amount of $97,242.65 + $8,557.35 WSST -

Total: 100,937.87
# PURCHASE ORDER

**CITY OF BONNEY LAKE**
19306 Bonney Lake Boulevard  
P.O. Box 7380  
Bonney Lake, Washington 98391-8850

**DATE**: 11/17/2005  
**PO NUMBER**: 025537

**VENDOR**: 001773  
WHITNEY EQUIPMENT CO., INC.  
21222 30TH DR SE  
SUITE 110  
BOTHELL, WA 98021

**FOB Point**: DESTINATION  
**Terms**: A/P Net 30  
**Req. Del. Date**:  
**Special Inst**:  
with Whitney Equipment for the Lift  
Station 17 Pumps and Motors Replacement  
in the amount of $97,242.65 + $8,557.35  
WSST - $4,862.13 Retainage  
$100,937.87 Council approved contract  

**BILL TO**: CITY OF BONNEY LAKE  
19306 BONNEY LAKE BLVD  
P.O. BOX 7380  
BONNEY LAKE, WA 98391

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>with Whitney Equipment for the Lift</td>
<td>100,937.87</td>
<td>100,937.87</td>
</tr>
</tbody>
</table>

Invoices on all Purchase Orders must be sent to the P.O. BOX, Attn: Finance/AP. Each PO must be billed on a separate invoice. Purchase order number must appear on all related packages and correspondence. Immediate notification is required for partial shipments. Freight and delivery charges must be prepaid & quoted for all F.O.B.

**SUBTOTAL**: 100,937.87  
**TAX**: 0.00  
**FREIGHT**: 0.00  
**TOTAL**: 100,937.87

<table>
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<tbody>
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</tr>
</tbody>
</table>

**Authorized Signature**

**VENDOR COPY**

**Authorized Signature (over $1,000)**
**PURCHASE ORDER**

**CITY OF BONNEY LAKE**
19306 Bonney Lake Boulevard
P.O. Box 7380
Bonney Lake, Washington 98391-8850

**VENDOR:** 000338
CITY OF BONNEY LAKE RETAINAGE
P O BOX 7380
BONNEY LAKE, WA 98390

**FOB Point:** DESTINATION
**Terms:** A/P Net 30

**SHIP TO:** CITY HALL
CITY OF BONNEY LAKE
19306 BONNEY LAKE BLVD
BONNEY LAKE, WA 98391

**Req. No.:** 002989
**Dept.:** Public Works Requisition Queue
**Contact:** SURDEZ, MICHELLE
**Confirming?** No

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council approved the agreement on 10/11/05. Total $105,000 - retainage total $4,862.13. Retainage # 850.234.46</td>
<td>4,862.13</td>
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</tr>
<tr>
<td>L/S 14 Pumps &amp; Motors Replacement, Whitney Equip.</td>
<td></td>
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</tbody>
</table>

**BILL TO:** CITY OF BONNEY LAKE
19306 BONNEY LAKE BLVD
P O BOX 7380
BONNEY LAKE, WA 98391

Invoices on all Purchase Orders must be sent to the P.O. BOX, Attn: Finance/AP. Each PO must be billed on a separate invoice. Purchase order number must appear on all related packages and correspondence. Immediate notification is required for partial shipments. Freight and delivery charges must be prepaid & quoted for all F.O.B.

SUBTOTAL          4,862.13
TAX                0.00
FREIGHT            0.00
TOTAL              4,862.13

<table>
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<th>Account Number</th>
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Authorized Signature
VENDOR COPY
Authorized Signature (over $1,000)
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council Meeting Date:</th>
<th>Agenda Item Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>James J. Helbling, Judge</td>
<td>June 13, 2006</td>
<td>AB 06-130</td>
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</table>

<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 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
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</thead>
<tbody>
<tr>
<td>$3700.00</td>
<td>$1200</td>
<td>1200.00</td>
<td>$2500.00</td>
</tr>
</tbody>
</table>

**Explanation:** Last year Kathy was able to secure a grant to attend the National Association of Court Management Conference through the Administrative Office for the Courts – BCE (Board for Continuing Education) to cover the costs of the Registration and Airfare for this conference to be held in San Francisco and in 2004 was selected to attend the conference through the Washington State District and Municipal Court Management Association (DMCMA). The cost for the 2006 Conference includes Registration, airfare and meals.

**Agenda Subject:** Authorize Court Administrator Seymour to attend the 2006 Annual Conference July 7 – 14, 2006 in Fort Lauderdale, FL.

**Administrative Recommendation:** Approve the request.

**Background Summary:** For the past 2 years Kathy Seymour has secured funding to attend the Annual Conference, through a partial grant from the Board for Continuing Education (BCE) through the Administrative Office of the Courts and being selected to attend on behalf of the Washington State District and Municipal Court Management Association.

<table>
<thead>
<tr>
<th>Council Committee Dates:</th>
<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Committee:</td>
<td>Planning Commission:</td>
<td>Park Board:</td>
</tr>
<tr>
<td>Public Safety Committee: 6/5/06</td>
<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
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<tr>
<td>Community Development &amp; Planning Committee:</td>
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<td></td>
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<tr>
<td>Council Workshop:</td>
<td></td>
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</tr>
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</table>

**Council Action:**

Council Call for Hearing: Council Hearings Date:

Council Referred Back to: Workshop: Committee

Council Tabled Until: Council Meeting Dates:

**Signatures:**

[Signature]

[Signature]

Date City Attorney reviewed
DATE: June 5, 2006

ORIGINATOR: James Helbling TITLE: Judge

SUBJECT/DISCUSSION: Out of State Travel

ORDINANCE/RESOLUTION

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve Out of State Travel

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

MAYOR NA
FINANCE DIRECTOR NA
CITY ATTORNEY NA

BUDGET INFORMATION:

BUDGETED ITEM: N/A TOTAL COST: $1200
(Note: If budgeted item, attach copy of budget page and identify)

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
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<tbody>
<tr>
<td>$3700</td>
<td>Approximately $1200</td>
<td></td>
<td>$2500</td>
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Explanation:

COMMITTEE ACTION:

Phil DeLeo, Chairperson DATE 6/5/06 APPROVED

Dave King 6/5/06 DISAPPROVED

Cheryle Noble 6/5/06

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:

CITY CLERK CITY ADMINISTRATOR CITY ATTORNEY

Please schedule for Council Meeting date of: June 13, 2006
TO: Ms. Katheryn Seymour
Court Administrator
Bonney Lake Municipal Court
P.O. Box 7380
Bonney Lake, WA 98391

June 5, 2006

FAX #: (253) 447-4329

This is confirmation of your registration to attend the National Association for Court Management Annual Conference in Ft. Lauderdale, Florida, July 9-13, 2006. The following information is a summary of your registration and fee payment/balance due. Any social events you have selected to attend are listed below along with your guest information, if applicable.

<table>
<thead>
<tr>
<th>Registration Information</th>
<th>Registration ID#: 93268</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Session</td>
<td>Date</td>
</tr>
<tr>
<td>Katheryn Seymour - Regular member</td>
<td>7/9/2006</td>
</tr>
<tr>
<td>Reception &amp; Dinner</td>
<td>7/10/2006</td>
</tr>
<tr>
<td>Business Mtg/Awards Lunch</td>
<td>7/10/2006</td>
</tr>
<tr>
<td>Group Social - Beach Party</td>
<td>7/11/2006</td>
</tr>
<tr>
<td>Vendor Reception</td>
<td>7/12/2006</td>
</tr>
<tr>
<td>Exhibit Contl Brkfst</td>
<td>7/13/2006</td>
</tr>
<tr>
<td>Business Mtg/Lunch</td>
<td>7/13/2006</td>
</tr>
</tbody>
</table>

Financial:

- Total Amount Due: 500.00
- Amount Received: 0.00
- Balance Due: 500.00

If there are errors in any of the above information, please contact the Association Management Office immediately at nacman@ncsc.dni.us or fax revisions to (757) 259-1520.

OVERFLOW HOTELS: Due to the overwhelming response to the conference, the Marriott Harbor Beach is currently sold out. We have booked rooms at an overflow hotel next door - the Sheraton Yankee Clipper - and as well as the Bahia Mar and Hyatt Regency Pier Sixty-Six located within walking distance. Information on the overflow hotels can be found at the NACM website - nacman.net. Click on conference information and hotel reservations.

PLEASE VOLUNTEER: NACM is in need of Hosts and Reporters for the educational sessions during the conference and we're requesting your assistance. Please call (757) 259-1520 for further information and to sign up for a session.

SOCIAL EVENTS: There is still time to sign up for our Fishing Charter, Bahama Cruise as well as the Fun Run/Walk which will take place on the beach. Be sure to register before the deadline. Transportation to the Bahama Cruise from your hotel is on your own.

MSU PROGRAM: The Michigan State University Judicial Administration Program is collaborating with NACM to provide 6.0 contact hours on Leadership taught by Daniel Straub. To assist planners in determining an approximate count or for more information, contact Sharon George at georges@msu.edu. Current and new Judicial Administration Program students are welcome to join the program without making prior arrangements with Dr. George.

The dress for the conference will be casual attire. If you have any questions, please contact us at (800) 616-6165 or (757) 259-1841.
**Fort Lauderdale, FL (2)**

**Booked items**

**Flight:** Seattle to Fort Lauderdale  
Expedia.com itinerary number: 116284319015  
Expedia.com booking ID: 4HHRHA (1)  
Airline ticket number(s): E00513095958238  
Airline booking date: 10-May-06  
Continental confirmation code: WCJRPJ

**Traveler and cost summary**

<table>
<thead>
<tr>
<th>Traveler</th>
<th>Adult</th>
<th>Add Frequent Flyer number(s)</th>
<th>$430.70</th>
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</thead>
<tbody>
<tr>
<td>Katheryn Seymour</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Taxes & Fees: $64.50  
Booking Fee: $5.00  
Total (MasterCard): $500.20

**Change this flight**  
**Request seat changes**  
**Print a receipt**  
**View cancellation information**

**Flight summary**

To verify flight information, you can check your flight status and departure gate online, or contact the airline directly. Seat assignments, meal preferences, and special requests must be confirmed with the airline; we cannot guarantee that they will be honored.

📅 Fri 7-Jul-06

Seattle (SEA)  
Depart: 8:00 am  
Arrive: 2:16 pm  
Terminal C  
Duration: 4hr 16min

> Houston (IAH)  
> Arrive: 7:59 pm  
> Terminal C  
> Duration: 2hr 38min

**Continental Airlines**  
Flight: 166

Economy/Coach Class (17E), Snack, Boeing 737-800, 90% on time

📅 Fri 14-Jul-06

Fort Lauderdale (FLL)  
Depart: 6:21 pm  
Arrive: 7:59 pm  
Terminal 1  
Duration: 4hr 18min

> Houston (IAH)  
> Arrive: 7:59 pm  
> Terminal C  
> Duration: 2hr 38min

**Continental Airlines**  
Flight: 249

Economy/Coach Class (20F), Snack, Boeing 757 (757-300), 80% on time

📅 Fri 7-Jul-06

Fort Lauderdale (FLL)  
Depart: 6:21 pm  
Arrive: 7:59 pm  
Terminal 1  
Duration: 4hr 18min

> Houston (IAH)  
> Arrive: 7:59 pm  
> Terminal C  
> Duration: 2hr 38min

**Continental Airlines**  
Flight: 249

Economy/Coach Class (17F), Snack, Boeing 737-900, 50% on time

Total distance: 2,842 mi (4,574 km)  
Total duration: 7hr 3mn (8hr 42mn with connections)
Airline rules & regulations
- Tickets are nonrefundable. A fee of $50.00 per ticket will be charged for itinerary changes after the tickets are issued.
- In addition to any penalties imposed by the airline, a processing fee of up to $30.00 per ticket will be charged by Expedia for any changes you make to the flights in this itinerary. This fee is waived for changes made online. More info
- Tickets are nontransferable and name changes are not allowed.
- This price includes a nonrefundable $5.00 booking fee.
- Please read important information regarding airline liability limitations.
- Other penalties may apply.
- See an overview of all the rules and restrictions applicable for this fare.
- View the complete penalty rules for changes and cancellations associated with this fare.

Activities & Services: Fort Lauderdale

Expedia.com Itinerary number: 116284319015

IMPORTANT: Be sure to print and bring all vouchers with you on your trip. Vouchers are required for the redemption of all purchased activities, attractions and services. View and print all vouchers.

Fort Lauderdale

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
<th>Vouchers</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expedia Flight Protection: Domestic 48 States</td>
<td>7/07/06 -- 7/14/06</td>
<td>[View]</td>
<td>1 Traveler</td>
<td>$15.00</td>
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<tr>
<td>Taxes and fees</td>
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<td>$0.00</td>
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<tr>
<td>Activities &amp; Services total</td>
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<td>$15.00</td>
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Activities rules and restrictions
- Activities & Services require prepayment. You will be charged in full for all selected Activities & Services at the time of booking.
- Activities & Services are non-refundable.
- Activities & Services cannot be transferred from one person to another.
- Activities & Services availability and pricing are subject to change until full payment is received.
- You must print your Activities & Services vouchers and bring them with you to your destination.

View and print all vouchers, Then bring them with you when you go.

See more Activities

Customer Support

Itinerary number: 116284319015

If you have questions about your reservation, fill out our itinerary assistance form. We'll respond within 24 hours: For immediate assistance call Expedia.com at 1-800-EXPEDIA or 1-404-728-8787 and have the itinerary number ready.
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>
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<tbody>
<tr>
<td>Dan Grigsby – PW Director</td>
<td>June 13, 2006</td>
<td>AB06-133</td>
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<th>Ordinance Number:</th>
<th>Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<tr>
<th>BUDGET INFORMATION</th>
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<th>2006 Contract Amount</th>
<th>Required Expenditure</th>
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<tr>
<td>$0</td>
<td>$180,810.05</td>
<td>$180,810.05</td>
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**Explanation:**
Retainage release of $8,309.28 once contract closeout documents/requirements are met.

**Agenda Subject:**
Project Completion of the Emergency Sewer Repair Project.

**Administrative Recommendation:**

**Background Summary:** Accept the Emergency Sewer Repair project as complete.

The Emergency Sewer Repair Project has been completed. DDJ Construction has submitted their final pay estimate and the project has been accepted by the City Engineer. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

<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>
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<td>Public Safety Committee:</td>
<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
</tr>
<tr>
<td>Community Development &amp; Planning Committee: 6/5/06</td>
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<tr>
<td>Council Workshop:</td>
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**Council Action:**

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<tr>
<th>Council Call for Hearing:</th>
<th>Council Hearings Date:</th>
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<th>Workshop:</th>
<th>Committee</th>
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<th>Council Meeting Dates:</th>
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**Signatures:**

Dept. Dir.  
Mayor  
Date City Attorney reviewed Standard
COMMUNITY DEVELOPMENT COMMITTEE

DATE: June 5, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Emergency Sewer Repair Project Complete – DDJ

The Emergency Sewer Repair Project has been completed. DDJ Construction has submitted their final pay estimate and the project has been accepted by the City Engineer. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

ORDINANCE/RESOLUTION #

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 $8,309.28

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairman 6-5-06

Mark Hamilton 6-5-06

David Bowen 6-5-06

COMMITTEE COMMENTS:

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

Please schedule for City Council Meeting date of: June 13, 2006

Consent Agenda: Yes □ No
D.D.J. Construction Co., Inc.
PO Box 130
Ravensdale, WA 98051-0130

Bill To
City of Bonney Lake
19306 Bonney Lake Blvd
PO Box 7380
Bonney Lake, WA 98390-0944

<table>
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<tr>
<th>P.O. No.</th>
<th>Terms</th>
<th>Project</th>
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<tr>
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<td>Net 30</td>
<td>63 - Emergency Sewer Repair</td>
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<th>Qty</th>
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<td>Emergency Sewer Repairs</td>
<td>166,185.71</td>
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<td>Sales Tax</td>
<td>8.80%</td>
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Total $180,810.05

CITY OF BONNEY LAKE
Approved by ______________________
Date 7-1-06
P O # 650.227.02

Revised 8/30/2006 16:00 425-413-1088
## Emergency Sewer Repairs - Sumner

### Labor

<table>
<thead>
<tr>
<th>Name</th>
<th>Class</th>
<th>Unit</th>
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<tr>
<td>Kevin Akano - OT</td>
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<td>$70.91</td>
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<tr>
<td>Randy Kunde</td>
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<tr>
<td>Randy Kunde - OT</td>
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<tr>
<td>Chris Cioran</td>
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<td>Chris Cioran - OT</td>
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<td>Vicky Vateka</td>
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<tr>
<td>Beal Rockey</td>
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<td>Phil Holman</td>
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<td>Phil Holman - OT</td>
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<td>Larry Jones</td>
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<td>Larry Jones - OT</td>
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<tr>
<td>Tery Waterhouse</td>
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<td>Tery Waterhouse - OT</td>
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<tr>
<td>Steve Anderson</td>
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<tr>
<td>Steve Anderson - OT</td>
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<td>$70.95</td>
<td>$2,839.68</td>
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<tr>
<td>Randall DeJarlais</td>
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<td>$40.99</td>
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<tr>
<td>Randall DeJarlais - OT</td>
<td>1.5</td>
<td>$60.07</td>
<td>$90.11</td>
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<td>Matthew Anderson</td>
<td>38.0</td>
<td>$40.99</td>
<td>$1,475.64</td>
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<tr>
<td>Matthew Anderson - OT</td>
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<td>$60.07</td>
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#### Labor Subtotal
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#### OH & P @ 29%
$12,532.25

#### TOTAL LABOR
$44,426.20

### Equipment

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#### Equipment Subtotal
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#### OH & P @ 21%
$5,916.82

#### TOTAL EQUIP
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### Subcontractors

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#### Subtotal Subcontractors
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#### OH & P @ 12%
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#### TOTAL SUBCONTRACTORS
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**Retained 5%: $8,309.28**

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**rev 8/99 pr**

**Emergency Sewer Repair Summary.xls**
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| Total          |                                           |          | 63,282.74 | 63,282.74 |
RESOLUTION NO. 1538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DECLARING AN EMERGENCY AND WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR REPLACEMENT OF A SEWER TRUNK LINE.

WHEREAS, the City operates a sanitary sewer utility, sending untreated wastewater to a wastewater treatment plant located in Sumner; and

WHEREAS, the City has discovered that significant portions of the bottom of the main trunk line to Sumner are missing, resulting in untreated wastewater leaking into the ground; and

WHEREAS, the City has further determined that portions of the line that are currently leaking may be susceptible to sudden and significant failure; and

WHEREAS, the current situation must be remedied as soon as possible in order to avoid potential damage to the public health and environmental, fish and wildlife resources, and in order to preserve the proper operation of the City’s sanitary sewer utility; and

WHEREAS, on the basis of the foregoing, the City Council finds that an emergency exists because the current unforeseen circumstances are beyond the control of the City and present a real, immediate threat to the proper performance of essential functions, and/or will likely result in material loss or damage to property, if immediate action is not taken;

NOW, THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby declare an emergency, and does hereby resolve that competitive bidding requirements are waived pursuant to RCW 39.04.280, and the Mayor is authorized to sign any and all necessary documents for the commencement of the emergency sewer line replacement. The waiver of competitive bidding requirements provided for herein shall be as limited as possible, and the Mayor is directed to utilize competitive bidding procedures for such portions of the work as he determines not to be of an emergency nature.

PASSED by the City Council this 28th day of February, 2006.

[Signature]

Neil Johnson, Mayor
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Don Morrison
Council/Wrkshp Mtg Date: June 13, 2006
Agenda Bill Number AB06-142
Ordinance Number: Resolution Number: 1588
Councilmember Sponsor:

BUDGET INFORMATION

2004 Budget Amount Required Expenditure Impact Remaining Balance

Explanation: NA – Any incidental expenses will be paid out of Mayor’s budget

Agenda Subject: CREATION OF CITIZEN ADVISORY COUNCIL

Administrative Recommendation: Approve

Background Summary: The City is interested in encouraging greater citizen partition in City affairs; obtaining a wide-range of input from residents and local businesses on a variety of issues and concerns affecting the quality of life in Bonney Lake; providing additional means to alert the Mayor and Council of community issues and problems; seeking new and progressive ideas on City matters; and promoting civic involvement and community goals. To this end, Mayor Johnson has proposed that an Advisory Council be established to serve as a forum for ideas and input on city issues and needs. This Resolution establishes a Citizen Advisory Council and provides a basic framework for its operation.

Note: It is anticipated that the first meeting would be held Thursday June 28th in City Hall.

Council Committee Dates: Commission Dates: Board/Hearing Examiner Dates:
Finance Committee: Planning Commission: Park Board:
Public Safety Committee: Civil Service Commission: Hearing Examiner:
Community Development & Planning Committee:
Council Workshops:

Council Action:
Council Call for Hearing: Council Hearings Date:
Council Referred Back to: Workshop: Committee
Council Tabled Until: Council Meeting Dates:

Signatures
Dir. Authorization Mayor Date City Attorney Reviewed:
RESOLUTION NO. 1588

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, CREATING A CITIZEN ADVISORY COUNCIL.

WHEREAS, the Mayor and Council are interested in encouraging greater citizen partition in City affairs; obtaining a wide-range of input from residents and local businesses on a variety of issues and concerns affecting the quality of life in Bonney Lake; providing additional means to alert the Mayor and Council of community issues and problems; seeking new and progressive ideas on City matters; and promoting civic involvement and community goals.

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:

Section 1. Council Established. There is hereby established a citizen advisory council to be known as the Bonney Lake Citizen Advisory Council.

Section 2. Appointment and Term of Members. The members of the Citizen Advisory Council shall be appointed by the Mayor from a broad cross-section of the community. The Council shall consist of not less than seven (7) members nor more than fifteen (15) members. The term of all Citizen Advisory Council members shall expire at the end of each calendar year. Members may be reappointed by the Mayor to successive terms without limitation.

Section 3. Chairman and vice chairman — Quorum — Vote on actions — Meetings — Compensation. At the first meeting of the year, the Citizen Advisory Council shall elect a chairman and vice chairman from its membership. A majority of the community council members shall constitute a quorum. Each action of the council shall be by motion approved by vote of the majority of all of the members of the council present at the meeting. Meetings shall be held at least once per quarter at such times and places designated by the advisory council. All meetings of the council shall be open to the public. Members of the council shall receive no compensation.

Section 4. Clerical and Technical Assistance. The Citizen Advisory Council shall be staffed by a City employee designated by the Mayor. The Council shall be provided with such clerical and technical assistance as may be necessary to carry out its functions.

Section 5. Responsibilities and Duties. The responsibilities and duties of the Citizen Advisory Council are:

1. To alert the Mayor and City Council to emerging issues and problems in the Community that will require future planning and attention;
2. To provide a forum for consideration of community needs and issues, including the provision of municipal services generally;
3. To provide a forum for consideration of specific City plans, projects, programs or services that are specifically referred to the Citizen Advisory Council for review and comment by the Mayor, Council, Planning Commission; Parks Board; or other official board or commission of the City;
PASSED BY THE CITY COUNCIL this _____ day of June, 2006.

__________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
James J. Dionne, City Attorney
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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**BUDGET INFORMATION**

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**Explanation**
The 2006 Budget anticipates spending of $40,000 in City funds for the Downtown Plan Reassessment. In addition, a $35,000 state grant has been received. Of the $75,000, $50,000 is to be spent on consultants. Half this amount will go to the economic consultants, half to the urban design consultants.

**Agenda Subject:** Authorizing a personal services agreement with Kevin Grossman and Michael Luis to reassess the economic feasibility of the retail, office, and housing aspects of the Bonney Lake Downtown Plan.

**Administrative Recommendation:**
Authorize Mayor to sign contract.

**Background Summary:**
Two Councilmembers and the Downtown Developers Group interviewed three teams of economists. The strong consensus was to retain Grossman and Luis, who scored the highest. Later an urban design firm will also be hired. This work will result in an improvement and readoption of the Downtown Plan in accordance with a grant received from CTED, a state agency.

<table>
<thead>
<tr>
<th>Council Committee Dates:</th>
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<th>Board/Hearing Examiner Dates:</th>
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<td>Finance Committee: 1/16/06</td>
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<td>Community Development &amp; Planning Committee:</td>
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<tr>
<td>Council Workshops:</td>
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</table>

**Council Action:**
Council Call for Hearing: Council Hearings Date: Council Referred Back to: Workshop: Council Meeting Dates: Council Tabled Until: Committee: Council Meeting Dates:

**Signatures:**
Dir. Authorization: Mayor: Date City Attorney Reviewed:
DATE: June 8, 2006

ORIGINATOR: Steve Ladd TITLE: Planning manager

SUBJECT/DISCUSSION: Contract with economist for reassessment of Downtown Plan

ORDINANCE/RESOLUTION:

REQUEST OR RECOMMENDATION BY ORIGINATOR: Authorize Mayor to sign contract.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE:
MAYOR
FINANCE DIRECTOR
CITY ATTORNEY

BUDGET INFORMATION
BUDGETED ITEM: Yes TOTAL COST: $25,000

Explanation: Two Councilmembers and the Downtown Developers Group interviewed three teams of economists. The strong consensus was to retain Grossman and Luis, who scored the highest. Later an urban design firm will also be hired. This work will result in an improvement and readoption of the Downtown Plan in accordance with a grant received from CTED, a state agency.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

<table>
<thead>
<tr>
<th>DATE</th>
<th>APPROVED</th>
<th>DISAPPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Swatman, Chairperson</td>
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<tr>
<td>Jim Rackley, Chair CDC</td>
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<tr>
<td>Phil DeLeo, Chair, Public Safety</td>
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</tr>
</tbody>
</table>

COMMITTEE COMMENTS:

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

Please schedule for Council Meeting date of: _________________
RESOLUTION NO. 1587


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

PASSED by the City Council this 13th day of June, 2006.

______________________________
Neil Johnson, Mayor

ATTEST:

______________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __________ day of ________________________, 2006, by and between the City of Bonney Lake ("City") and Grossman Services as the contractor and Michael Luis & Associates as an approved subcontractor ("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 B, 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 be based on the percentage of the scope of work which has been completed. The percentage completion shall be applied to the budget set out in Exhibit B to create a pro-rated billing. Payment shall not exceed the fee estimate set out in Exhibit B 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 any sub-consultants 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 and Legal Compliance.** 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. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with subconsultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. 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, B, and C 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 project.

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: ____________________________
   Neil Johnson, Mayor

CONSULTANT

By: ____________________________
   Kevin Grossman  Michael Luis

Attachments:

  • Exhibit A: Scope of Work and Schedule
  • Exhibit B: Rates and Charges
Exhibit A: Scope of Work and Schedule

Goal: Reassess economic feasibility of the retail, office, and housing aspects of the Bonney Lake Downtown Plan. Verify and refine the Plan’s business model.

Tasks
- Examine spending power, demographics, market area, and niche marketing.
- Identify target lease rates.
- Based on target lease rates, identify optimum levels of private investment.
- Determine optimum floor area ratios and building heights and whether structured parking will work.
  The urban design consultant will estimate structured parking cost.
- Help determine whether the Downtown is appropriately sized.
- Create planning-level pro formas useful to developers for determining the profitability of various forms of development.
- Participate with stakeholders and the public in a review process.
- Identify potential investors/funding sources.

To provide the context for the above Goal and Tasks, below is the overall scope of work that the City must perform to meet its CTED grant obligations. The above Goal and Tasks have been excerpted from the below as a summary of those portions of the work which pertain to the economist (as opposed to those pertaining to the urban designer and the City itself). The start and end dates have been updated and no longer reflect the original contract between CTED and the City, but they do constitute the schedule associated with this contract’s scope of work.

<table>
<thead>
<tr>
<th>Goals/Actions/Deliverables</th>
<th>Description</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goal 1.</strong> Reassess economic feasibility of Bonney Lake Downtown Plan</td>
<td>Based on an economic analysis and market study, ensure financial sustainability of both the commercial and residential components of the Downtown Plan. Verify the Plan’s viability and refine its business model.</td>
<td>11/1/05</td>
<td>10/1/06</td>
</tr>
<tr>
<td>Action 1.1 Convene stakeholders</td>
<td>Convene a Task Force of 10-12 representatives of Downtown business owners, City Council, Planning Commission, Design Review Board, and citizens to guide the Downtown Plan refinement process.</td>
<td>11/1/05</td>
<td>1/1/06</td>
</tr>
<tr>
<td>Action 1.2. Contract with consultants</td>
<td>Put out RFP and select the most qualified economic and urban design consultants.</td>
<td>11/15/05</td>
<td>7/1/06</td>
</tr>
</tbody>
</table>
| Action 1.3. Analyze economic factors | Working with economist:  
a) Examine spending power, demographics, market area, and niche marketing relevant to Downtown redevelopment. Analyze for retail, office, and housing components.  
b) Identify target leasing rates (lease amount per square foot per month or other appropriate measure).  
c) Based on target leasing rates, identify optimum levels of investment.  
d) Translate optimum levels of investment into optimum floor area ratios and building heights. Determine whether structured parking will pay for itself.  
e) Create planning-level pro formas useful to developers for determining the profitability of various forms of development. | 6/15/06 | 10/1/06 |
| Action 1.4. Select market approach | After considering alternatives, the Task Force will confirm the market niche approach. For example, what proportion of the Downtown should be devoted to specialty retail entertainment, etc.? What types of housing should be offered? Also conduct public outreach at this point. | 9/1/06 | 10/1/06 |
| Deliverable 1.1 | Report containing above-described market information; target leasing rates; optimum levels of investment; optimum floor area ratios, building heights, and parking forms; and planning-level pro formas. | 9/1/06 | 10/1/06 |
| Goal 2. Refine Downtown Plan based on market approach. | Some key players still doubt the complexion and content of the Downtown Plan. Also, the Plan is six years old and should be reassessed prior to implementation. The goal is to reassess, refine, and detail out the future Downtown's urban design, in keeping with stakeholder input. | 10/1/06 | 1/15/07 |
| Action 2.1.  
Refine urban design | Working with urban designer, and based on the market approach, reassess, refine, and provide greater detail to the future Downtown’s urban design (spatial layout, building concepts, transportation, utilities, streetscape, etc.). Work with WSDOT to coordinate SR 410 planning. | 10/1/06 | 12/1/06 |
| Action 2.2.  
Other matters of policy | Determine:  
a) whether the Downtown is appropriately sized and when expansion may be in order;  
b) what land assemblies will be necessary to implement the Downtown Plan;  
c) how parcels should be assembled and by whom;  
d) whether the Downtown will primarily by built by many small (local?) developers or a few large (outside?) ones; and  
e) the relative roles of property owners, City, Chamber of Commerce, etc. in recruiting developers. | 10/1/06 | 1/1/07 |
| Action 2.3.  
Capital facility planning | Update the City’s Capital Facility Plan to account for scheduled improvements to Downtown streets, opens spaces, utilities, etc. | 12/1/06 | 1/15/07 |
| Deliverable 2.1 | Draft revision to the Downtown Plan containing above-described urban design articulation, tentative policy and implementation decisions, and Capital Facility Plan update. | 10/1/06 | 1/15/07 |
| **Goal 3.**  
Adoption and initial implementation | Adopt Downtown Plan revisions with thorough buy-in and take the initial implementation steps. | 1/1/07 | 3/1/06 |
| Action 3.1.  
Preliminary recommendation | Package the work to date as a preliminary recommendation and begin subjecting it to public scrutiny. | 1/1/07 | 1/15/07 |
| Action 3.2.  
Adoption | Take the proposal through the public review and adoption process, with special outreach to WSDOT. | 1/15/07 | 3/1/06 |
<table>
<thead>
<tr>
<th>Action 3.3. Implementation</th>
<th>Arrange for the institutional capacity needed to implement the Downtown Plan. For example, should the Chamber of Commerce hire professional staff? Should a non-profit Downtown Partnership be formed? Develop an action table with timeline, priorities, and responsible parties. Reassess the Interim Downtown Zoning for possible amendments.</th>
<th>1/15/07</th>
<th>3/1/07</th>
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</thead>
<tbody>
<tr>
<td>Deliverable 3.1</td>
<td>Adopted revised and expanded Downtown Plan.</td>
<td>1/1/07</td>
<td>3/1/07</td>
</tr>
<tr>
<td>Deliverable 3.2</td>
<td>Documented decisions regarding institutional capacity, staffing, timeline, priorities, and changes to the Interim Downtown Zoning if necessary.</td>
<td>2/1/07</td>
<td>3/1/07</td>
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</table>
Exhibit B: Rates and Charges

The budget is $25,000 for the economist’s scope of work. See also Agreement Part 3, Payment.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
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<th>Department/Staff Contact:</th>
<th>Council/Wrkshp Mtg Date:</th>
<th>Agenda Bill Number</th>
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<tr>
<td>Dan Grigsby – Public Works Director</td>
<td>June 13, 2006</td>
<td>AB06-135</td>
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<th>Resolution Number</th>
<th>Councilmember Sponsor:</th>
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<td>D06-135</td>
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**BUDGET INFORMATION**

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<th>Impact</th>
<th>Remaining Balance</th>
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<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</table>

**Explanation:**


**Administrative Recommendation:**

**Background Summary:** Ordinance relating to the Water Connection Charges and Fees to modify the calculation method for multi-family housing.

The draft ordinance is to implement changes to the City’s water System Development Charges (SDC). This ordinance would make changes retroactive to December 23, 2004, which is consistent with similar changes made in Ordinance No. 1100 (the ordinance which reduced the additional unit charge for 1”, 1 ¼”, and 1 ½” meters to $5,250). See the attached ordinance for detailed information.

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<td>Community Development &amp; Planning Committee: 6/5/06</td>
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<tr>
<td>Council Workshop:</td>
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</table>

**Council Action:**

Council Call for Hearing: Council Hearings Date: Council Referred Back to: Workshop: Committee Council Tabled Until: Council Meeting Dates:

**Signatures:**

Dept. Dir: [Signature] Mayor: [Signature] Date City Attorney reviewed: Standard: 5/14/06
COMMUNITY DEVELOPMENT COMMITTEE

DATE: January 3, 2005

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Ordinance relating to Water & Sewer Connection Charges and Fees to modify the calculation method for multi-family housing.

The draft ordinance is to implement changes to the City’s water System Development Charges (SDC). This ordinance would make changes retroactive to December 23, 2004, which is consistent with similar changes made in Ordinance No. 1100 (the ordinance which reduced the additional unit charge for 1”, 1¼”, and 1½” meters to $5,250). See the attached ordinance for detailed information.

ORDINANCE/RESOLUTION # D06-135

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

__________________________________________________________________________

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED
James Rackley, Chairman 6-5-06
Mark Hamilton 6-5-06
David Bowen 6-5-06

COMMITTEE COMMENTS:

__________________________________________________________________________

__________________________________________________________________________

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

Please schedule for City Council Meeting date of: June 13, 2006
Consent Agenda: ☐ Yes ☐ No
ORDINANCE NO. D06-135

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 13.04 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCES 1100, 1094, 1083, 1073, 968, 919, 828, 763, 692A, 692, AND 588 RELATING TO WATER CONNECTION CHARGES AND FEES.

WHEREAS, the Council has determined that revisions to certain connection charges set forth in Ordinance Nos. 1083, 1094, and 1100 did not effectuate the Council’s actual intent, and should be revised;

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

Section 1. Section 13.04.070(2)(a)(ii) of the Bonney Lake Municipal Code is hereby amended to read as follows (underlined added, strike-through deleted):

   ii. Multi-Family and Mobile Home Parks

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>First Unit</th>
<th>Each Additional Unit</th>
<th>Minimum Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; - 3/4&quot;</td>
<td>$6,500</td>
<td>$5,250</td>
<td>N/A</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$6,500+0,500</td>
<td>$5,250</td>
<td>N/A</td>
</tr>
<tr>
<td>1-1/4&quot;</td>
<td>$6,500+8,250</td>
<td>$5,250</td>
<td>$18,250</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$6,500+25,000</td>
<td>$5,250</td>
<td>$25,000</td>
</tr>
<tr>
<td>2&quot;</td>
<td></td>
<td>To be determined on each individual case, based on the projected amount of usage and peaking expected from the customer. These charges shall reflect the value of the water for individual residential customers.</td>
<td></td>
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<td>3&quot;</td>
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<td>4&quot;</td>
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<tr>
<td>6&quot;</td>
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</tbody>
</table>

There shall be only one water meter installed for each building housing multiple residential units.

Section 2. This ordinance shall be retroactive to December 23, 2004. Any customer who, on or after December 23, 2004, pays or paid a charge higher than provided for in BLMC 13.04.070(C)(2)(a)(ii) as revised herein, shall be entitled to a credit in the amount of the difference between the amount paid and the amount required under this Ordinance.

Section 3. This Ordinance shall take effect immediately upon prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this _______ day of __________________________, 2006.
ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Planning / Steve Ladd
Council Meeting Date: June 13, 2006
Agenda Item Number: AB06-115

Ordinance Number: 1189
Resolution Number:
Councilmember Sponsor:

BUDGET INFORMATION

2006 Budget Amount Required Expenditure Impact Remaining Balance
$0 $0 $0 n/a

Explanation:

Agenda Subject:
Revision of Critical Areas Ordinance regarding landslide hazards.

Administrative Recommendation:
Adopt ordinance.

Background Summary:
Council decided on various revisions at 6/6/06 Workshop. Revisions have been incorporated into attached ordinance.

Council Committee Dates: Commission Dates: Board/Hearing Examiner Dates:
Finance Committee: Planning Commission: Park Board:
Public Safety Committee: 2/15/06 public hearing Hearing Examiner:
Community Development & Planning Civil Service Commission:
Committee:
Council Workshop:

Council Action:
Council Call for Hearing: Council Hearings Date:
Council Referred Back to: Workshop: Committee
Council Tabled Until:

Signatures:
Dept. Dir. Mayor/City Administrator Date City Attorney reviewed
ORDINANCE NO. 1189

AN ORDINANCE OF THE CITY OF BONNEY LAKE, WASHINGTON, AMENDING CHAPTERS 16.13, 16.28 AND 17.44 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NOS. 766, 988, 1070 AND 1171, PERTAINING TO DEVELOPMENT AND TREE REMOVAL ON STEEP SLOPES

WHEREAS, the City adopted a new critical area ordinance in 2004; and

WHEREAS, following review of best available science, the City has determined that certain changes are needed to the critical area code to protect against landslide hazard while avoiding unnecessary restrictions; and

WHEREAS, the City has determined that the proposal does not create a probable significant adverse impact on the environment and that an Environmental Impact Statement is not required under RCW 43.21C.030; and

WHEREAS, the Bonney Lake Planning Commission held a duly advertised public hearing on this proposal on February 15, 2006 and subsequently recommended adoption of this ordinance version; and

WHEREAS, the SEPA comment period and the state’s 60-day review period have terminated; and

WHEREAS, these amendments are in the interest of the public health, safety, and general welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1
BLMC 16.28.010 and the corresponding portion of Ordinance 1070 § 2 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

16.28.010 Designation
Areas susceptible to one or more of the following types of hazards are hereby designated geologically hazardous areas, in accordance with WAC 365-190-080(4)(a).
A. Erosion hazard areas are areas identified by the U.S. Department of Agriculture’s Natural Resources Conservation Service as having a moderate-to-severe, severe, or very severe rill and inter-rill (sheet wash) erosion hazard.
B. Landslide hazard areas are areas subject to landslides based on geology, soils, topography, and hydrology. The following are indicators.
1. Areas delineated by the U.S. Department of Agriculture’s Natural Resources Conservation Service as having a severe limitation for building site development;
2. Areas mapped by the Washington Department of Ecology (Coastal Zone Atlas) or the Washington State Department of Natural Resources (slope stability mapping) as unstable (U or class 3), unstable old slides (UOS or class 4), or unstable recent slides (URS or class 5);
3. Areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps published by the U.S. Geological Survey or Washington State Department of Natural Resources;
4. Areas where the following coincide: slopes steeper than fifteen percent, a relatively permeable sediment overlying a relatively impermeable sediment or bedrock, and ground water seepage;
5. Areas that have shown movement in the past ten thousand years or that are underlain or covered by mass wastage debris of that time frame;
6. Slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;
7. Slopes steeper than eighty percent subject to rock fall during seismic shaking;
8. Areas potentially unstable because of rapid stream incision, stream bank erosion, and undercutting by wave action;
9. Areas at risk from snow avalanches;
10. Canyons or active alluvial fans subject to debris flows or catastrophic flooding; and
11. Slopes of forty thirty percent or steeper with a vertical relief of ten or more feet except areas composed of consolidated rock and engineered constructed slopes for which no land use change is proposed.

Section 2
BLMC 16.28.030 and the corresponding portion of Ordinance 1070 § 2 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

16.28.030 Exemptions.
In addition to those listed in BLMC 16.20.070, the following developments shall be exempt from this chapter:
A. Buildings with less than 2,500 square feet of floor area which are not used as places of residence, employment, or public assembly;
B. Additions of under 250 square feet to single-story residences;
C. Fences
D. A. Other minor developments as determined by the director(s).
B. Sustainable selective-cut forest practices in which:
   1. The property is being managed according to a plan approved by the City or the Washington Department of Natural Resources, to achieve and retain at least 75% tree canopy at all times, in all areas;
   2. Logs are removed by methods that do not unduly damage the forest floor, such as by low-ground-pressure tracked machines; and
   3. City clearing permits and Washington Department of Natural Resources forest practice permits are obtained if required. See also BLMC 16.13.020 and 16.13.080.
Section 3
BLMC 16.28.040 and the corresponding portion of Ordinance 1170 § 2 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

16.28.040 Contents of critical area reports.
In addition to the requirements of BLMC 16.20.090, critical area reports for geologically hazardous areas shall include, where applicable:

A. Site history regarding landslides, erosion, and prior grading;
B. Topography in suitable contour intervals;
C. Height of slope, slope gradient, slope stability, and slope retreat rate recognizing potential catastrophic events;
D. Description of the geology (including faults), hydrology (including springs, seeps, and surface runoff features), soils (including, in seismic hazard areas, thickness of unconsolidated deposits and liquefaction potential), and vegetation;
E. Type, extent, and severity of geologic hazard(s);
F. Analysis of the proposal’s risk from geologic hazard and the proposal’s potential for exacerbating off-site hazards. Calculations of stability and bearing capacity shall explicitly assume a seismic event consistent with local geo-technical practice;
G. Recommended buffers and other conditions of approval. In areas of erosion or landslide hazard, the recommended conditions may include:
   1. Clearing, fill, and hard-surfacing limits, slope stabilization measures, and vegetation management plan;
   2. Limitation on clearing during the rainy season, generally from October 1st to May 1st;
   3. Design parameters of foundations and retaining structures; and
   4. Drainage plan and erosion and sediment control plan in compliance with city stormwater management regulations; and
H. Overview of field investigations, exploration logs, measurements, references, and past assessments of the site.

Section 4
BLMC 16.28.050 and the corresponding portion of Ordinance 1170 § 2 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

16.28.050 Substantive requirements.
In addition to the substantive requirements of BLMC 16.20.130, the following requirements shall apply to geologic hazard areas:
A. Proposed developments shall not increase Developments may occur in geologic hazard areas only to the extent supported by a valid critical area report without increasing the long-term risk of or exposure to geological hazard on-site or off-site.
B. Hazard mitigation shall not rely on actions that require extensive maintenance.
C. Development near an erosion or landslide hazard area shall:
   1. Observe a buffer from the edges thereof, of adequate width to comply with the substantive requirements;
2. Not decrease the factor of safety for landslides below the limits of 1.5 for static conditions and 1.21 for dynamic conditions. Analysis of dynamic conditions may be based on a minimum horizontal acceleration as established by the International Building Code;

3. Cluster structures and improvements as necessary to avoid hazard areas;

4. Use retaining walls that allow the retention of existing natural slopes when possible rather than graded artificial slopes;

5. Place utility lines and pipes in erosion and landslide hazard areas only when no other alternative is available and when the line or pipe can be installed above ground in such a manner as to remain intact without leaks in the event of a slide;

6. Discharge water from surface water facilities and roof drains onto or upstream from an erosion or landslide hazard area only if:
   a. Discharged at flow durations matching predeveloped conditions, with adequate energy dissipation, into existing channels; or
   b. Dispersed upslope of the steep slope onto a low-gradient undisturbed buffer of adequate infiltrate capacity without increasing saturation of the slope; and

7. Locate any on-site sewage drain fields outside the hazard area and related buffers.

D. If a geotechnical report contains specific recommendations to mitigate hazards, the geotechnical engineer shall monitor construction sufficiently to ensure compliance with said recommendations, and prior to issuance of a certificate of occupancy shall submit to the city a monitoring report verifying compliance.

Section 5
BLMC 16.13.080 and the corresponding portion of Ordinance 1171 § 1 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

16.13.080 Decision criteria on other undeveloped sites not proposed for development.
On undeveloped sites other than parks and designated open space tracts where no development is proposed or anticipated, non-conversion (replanting required) forest practice requirements as administered by the Department of Natural Resources shall apply. Forest management plans may be required. See also BLMC 16.13.020.J, 16.13.090, and 16.13.100. If the site is a critical area or critical area buffer see Ch. 16.20 BLMC.

Section 6
BLMC 17.44.010 and the corresponding portions of Ordinance 988 § 2 and Ordinance 766 § 2 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

17.44.010 Application.
Short plats shall be Type 2 or 3 permits – see Chapter 14.40 or 14.50 BLMC. The application form shall provide space for owner information, name and number of short
subdivision, legal description of area to be subdivided, owner’s signature and date filed. Eight prints of the proposed short plat shall be filed. The short plat map shall be drawn in ink to scale not smaller than one inch equals 100 feet on stable base mylar polyester film or equivalent approved material, a sheet size of 18 inches by 24 inches. The map shall include:

A. The boundary and dimensions of the original tract including its assessor’s parcel number, section, township and range, and all adjoining public or private roads and identifying names of such;

B. A vicinity map drawn to a scale of approximately four inches equals one mile of sufficient detail to orient the location of the original tract, showing surrounding streets, streams and major electrical transmission line easements;

C. The name and address of the owner of record of the original tract, scale of drawing and north directional arrow;

D. All proposed lots, identified by numerical designation, with dimensions and bearings;

E. The width and location of access to all lots;

F. The location and use of all buildings on the original tract;

G. The building setback lines for each lot;

H. The location of any wetlands and buffers, critical areas or water bodies, flood-prone areas, unstable soils or slopes exceeding 4030 percent;

I. Space on the original or a second 18-inch-by-24-inch mylar sheet for conditions and signatures by appropriate city officials;

J. A survey as required by the Survey Record Act, Chapter 50 Washington Laws of 1973 or as amended.

Section 7
This ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this ___ day of __________, 2006.

______________________________
Neil Johnson, Mayor

ATTEST:

______________________________
Harwood Edvalson
City Clerk

APPROVED AS TO FORM:
James Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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BUDGET INFORMATION

**2006 Budget Amount**

**Required Expenditure**

**Impact**

**Remaining Balance**

**Explanation**

No Budget Impact.

**Agenda Subject:** AB06-129 – Ordinance DO06-129 - Prohibiting the use of internal combustion engines, with some exceptions, on Lake Bonney.

**Administrative Recommendation:** Approval.

**Background Summary:** Historically the City has prohibited the use of internal combustion engines on Lake Bonney. At some point in the past, the City repealed the ordinance enforcing the prohibition and failed to adopt a replacement ordinance. The oversight was discovered and a correcting ordinance is attached for Council consideration.

The proposed ordinance was moved forward for consideration from the Council Workshop of June 6th without discussion.

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Council Workshops: 06.06.06

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ORDINANCE NO. D06-129

AN ORDINANCE OF THE CITY OF BONNEY LAKE, WASHINGTON AMENDING THE BONNEY LAKE MUNICIPAL CODE TO ADD A NEW SECTION 16.16.040 RELATING TO THE PROHIBITION OF INTERNAL COMBUSTION ENGINES ON LAKE BONNEY.

WHEREAS, the Bonney Lake City Council desires to promote sound stewardship of Lake Bonney and its surrounding areas; and

WHEREAS, the Bonney Lake City Council desires to promote safe and healthy recreational activities on Lake Bonney for its residents;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. A new Bonney Lake Municipal Code section 16.16.040 is hereby added to read as follows:

16.16.040 Internal combustion engines prohibited on Lake Bonney.

No person shall use or operate any watercraft powered by an internal combustion engine upon the waters of Lake Bonney. A person may use or operate watercraft powered by an electric trolling motor or any other non-motorized watercraft upon the waters of Lake Bonney. Notwithstanding the foregoing, the following special exceptions shall be lawful:

A. The mayor of the City of Bonney Lake, or his designee, may authorize special occasion permits for the use and/or operation of watercraft powered by an internal combustion engine on Lake Bonney for ceremonial and other appropriate purposes consistent with appropriate utilization and conservation of the lake.

B. The officers and employees of governmental law enforcement, fire and research agencies are exempt from the provisions of this section and need not obtain a written permit for the use and/or operation of watercraft powered by an internal combustion engine upon Lake Bonney; provided that said use and/or operation is limited to the performance of the employees’ duties.

Section 2. If any one or more, section, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force effect.

Section 3. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.
PASSED by the City Council and approved by the Mayor this 13th day of June, 2006.

______________________________
Neil Johnson, Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney