CITY COUNCIL MEETING

May 22, 2007
7:00 P.M.

AGENDA

“Where Dreams Can Soar”

SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution action item appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address items on the “Consent Agenda” should do so during the “Citizen Comments” portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before they take action. Please look for the sign-up sheets near the Council Chamber doorway. (See Item IIB. for Citizen Comments on other items of City business.)

I. CALL TO ORDER – Mayor Neil Johnson

A. Flag Salute:

B. Roll Call: [A1.3]

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

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

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

1. Announcements:

2. Appointments:

3. Presentations:
   a. Proclamation – Public Works Week – May 20-26

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 Corrected Minutes: May 1st Council Workshop and May 8th Regular Council Meeting. [A3.6.2]

B. Checks/Vouchers: Accounts Payable checks/vouchers #47358 thru 47500 (and wire transfer numbers 175595, 271451, and 5042007) in the amount of $1,464,737.54. Accounts Payable checks/vouchers #47501 thru 47512 for Accounts Receivable deposit refunds in the amount of $8,613.34. Accounts Payable checks/vouchers #47513 thru 47563 for utility account refunds in the amount of $4,587.05. [F4.9]


D. AB07-100 – Resolution 1682 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With A&A Asphalting, Inc. For Road Repaving Repair On 197th Avenue Due To New Water Main Installation. [O 4.8.2]


F. AB07-103 – Resolution 1685 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With WM Dickson For House Demolition & Removal At 7405 West Lake Tapps Hwy., Bonney Lake, WA 98391. [A 3.13.3.3]

G. AB07-104 – Resolution 1686 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Establishing And Supporting A Comprehensive City Wellness Program. [A 4.16]


I. AB07-114 – Resolution 1692 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Participation Agreement And Group Enrollment Application For The AWC Workers’ Compensation And Group Retro Program. [A 4.1.6]


L. **AB07-108** – A Motion Of The Bonney Lake City Council Accepting As Final The Stump Grinding Contract With West Coast Stump Grinding And Authorizing Release of Retainage At The Completion Of Project Closeout And Waiting Period.  [A 3.6.10]

M. **AB07-115** – A Motion Of The City Council Of The City Of Bonney Lake To Cancel The June 19, 2007 And July 3, 2007 Council Workshops.  [A1.1.2] [A3.6.10]

V. **FINANCE COMMITTEE ISSUES:**

A. **AB07-98 – Ordinance D07-98** - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 5.08 Of The Bonney Lake Municipal Code And The Corresponding Portions Of Ordinance Nos. 990, 894, 847, 826, 307, And 307A, Related To Business Licenses.  [A 3.5.5] [F 4.3] [O 7.1]

B. **AB07-110 – Resolution 1689** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Interagency Data Sharing Agreement Between The City And The State Of Washington For The Master License Service Program.  [O7.1]

VI. **COMMUNITY DEVELOPMENT COMMITTEE ISSUES:** None.

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

VIII. **FULL COUNCIL ISSUES:**

A. **AB07-116** – A Motion Of The Bonney Lake City Council Designating Three Voting Delegates To Represent The City At The 2007 AWC Annual Conference.  [A 3.6.10]

IX. **EXECUTIVE SESSION:** Pursuant to RCW 42.30.110 the City Council may hold an executive session. If an executive session is held, the presiding officer shall publicly announce the purpose for convening the executive session and the time it 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
BONNEY
Lake

PROCLAMATION

WHEREAS, city public works infrastructure, facilities, and services are of vital importance to the health, safety, and functioning of private, public, and commercial activities of all kinds; and

WHEREAS, the American Public Works Association is celebrating Public Works Week this year with the slogan “Public Works: Moving Life Forward” to emphasize the diversity of public works activities; and

WHEREAS, our community depends on the dedicated effort, knowledge, skills and abilities of public works professionals who are always planning, designing, building, operating, repairing, and maintaining the public infrastructure and facilities on which our very civilization depends; and,

WHEREAS, our Public Works staff has repeatedly demonstrated their exceptional ability to be first responders in times of natural disasters and other emergencies, often working beyond the call of duty; and

WHEREAS, it is in the best interest of the public for citizens and civic leaders to understand and maintain a progressive interest in and support for public works programs and recognition of public works professionals;

NOW, THEREFORE, be it resolved that I, Neil Johnson Jr., Mayor of the City of Bonney Lake, do hereby proclaim the week of:

May 20-26, 2007 as Public Works Week

The City of Bonney Lake recognizes and celebrates the important contributions that public works professionals make every day to serve our community and Urge citizens, businesses, and other public institutions throughout the City to join me in this special observance.

Neil Johnson Jr., Mayor Date
Call to Order:
Deputy Mayor Swatman called the May 1st Council Workshop to order at 5:31 p.m.

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

[Staff members attending were City Administrator Don Morrison, Interim Planning and Community Development Director Marvin Viale, Public Works Director Dan Grigsby, Community Services Director Gary Leaf, Administrative Services Director / City Clerk Harwood Edvalson, Chief Finance Officer Beth Anne Wroe, City Attorney Jim Dionne, Associate Planner Heather Stinson and Records & Information Specialist Virginia Phelan.]

Agenda Items:

1. Presentation: AB07-106 – Lowe’s Frontage Road Options

Public Works Director Grigsby introduced Jeff Oliphant, the developer for the Lowe’s project. Mr. Oliphant said he had come to present the options for a frontage road between Lowe’s and the Market at Lake Tapps. There are three options to be presented, but none of them appear to be feasible. Option A is the shortest distance between the two points, but requires a 26% grade, which is 14-16% more than the City’s standard and is far too dangerous to attempt. Option B is a longer road, but still an unacceptable 20% grade. Another part of Option B attempted to have a 10% graded road, but it resulted in a street which is too long and would extend past the Lowe’s property. Option C would have a 10% grade, go behind Wal-Mart and destroy much of the hillside in the process. The location of the Option C road is not consumer friendly and would likely be rarely used.

Mr. Oliphant elaborated on the problems with each option, but assured Council he would prefer to be able to use a frontage road. Councilmember DeLeo suggested the engineers study installing a tunnel instead of a steep road. Council discussed the Traffic Impact Fees required by the State and County and debated how the mitigation work on South Prairie Road and Hwy 410 could impact those fees. They went on to discuss the City’s Traffic Impact Fees; Deputy Mayor Swatman felt the current mitigation plans offered no real benefit to the City and consequently full Traffic Impact Fees should be required. There was general conversation on the improvements to
Hwy 410, the three left turn lanes off South Prairie Road and the benefits and downsides of having an additional lane on Hwy 410, which would end at 192nd.

Mr. Oliphant broached the topic of Cascadia, saying they like the plans for Hwy 410 improvements, but are opposed to the planned U-turn which would give people exiting Lowe's the opportunity to return to Hwy 410 during peak hours. Director Grigsby said they have appealed in the interest of having more time to study the U-turn and are not necessarily against it. Councilmember Hamilton asked about access to 200th and the concerns raised by citizens regarding the planned road through residential property. Mr. Oliphant described the properties, explaining he had purchase and sale agreements for two of the four homes in the area of question. He said he is trying to buy the other two homes, but has not had much luck. He elaborated on the need for the road and his opinions as to its legality. He added that he is waiting for an opinion from the City Attorney.

2. Council Open Discussion

Firewood.
Councilmember DeLeo said Terri Waltenburg, Senior Center Aide, had relayed a senior's invitation to distribute their firewood to other needy seniors. He said the season is getting late and it may be better for the City to offer to store the wood until the next winter, then distribute it. Director Grigsby said there are places at Allan Yorke Park and the Moriarty Property which would be suitable for firewood storage. He added that he would arrange for this. Councilmember DeLeo said the Kiwanis would transport the wood to the chosen location.

Water Tank.
Councilmember Rackley noted that on April 27th there was a presentation on the new water tank. Director Grigsby offered to email information to the Council. Councilmember King inquired as to the ceremony involved in the dedication of a new water tank; Director Grigsby said there would be a ribbon-cutting soon. Council discussed the timing of filling the tank and the need to complete construction at the Booster Pump Station. Director Grigsby said the contract for the Booster Pump Station requires a temporary booster to be installed in the event that the construction is not completed according to schedule.

Park Improvements.
Councilmember DeLeo thanked the Public Works staff for installing the cement blocks at Allan Yorke Park. He inquired as to the timing of installation on the same plan for the dike. Community Services Director Leaf said the City is still waiting for permission from Puget Sound Energy. Councilmember DeLeo also asked when the cable in the lake would be moved to attach to Mr. Cantrell's bulkhead. Director Leaf said the City is waiting for him to sign an agreement before proceeding. Councilmember King thanked the Public Works Department for installing park speed limit signs in the vicinity of Lake Jane Park.

Nuisance Building.
Councilmember King inquired about the dilapidated building at Bonney Lake Blvd and Locust Ave. Interim Planning & Community Development Director Vialle responded with a progress report and summarized the present options available to the City. City Attorney Dionne elaborated that the City is investigating the possibility of taking the problem to Superior Court and noted the Hearing Examiner's opinion is that the building should be renovated, not demolished.

Lake Tapps Noise Disturbances,
Councilmember Hamilton asked about enforcement of the noise ordinance on the Lake. Councilmember King said the Chief had informed the Public Safety Committee that the current ordinance is enforceable. The problem with enforcement is finding and proving the source of the noise.

Fiber Optic Cable. [This discussion item was inserted later in the meeting. 7:06:43]
Councilmember Rackley inquired about the possibility of the City tapping into a fiber optic cable running through the area. Councilmember Hamilton said he had been informed it is in Covington, not as close as previously thought.


There were no corrections offered for the minutes.

4. Discussion: AB07-101 – Resolution 1683 – Acquisition of Hopkins Property at 18416 89th St. E.

Deputy Mayor Swatman explained that this land is behind the Fire Station and is one of the properties for the Downtown Core. In addition to future benefit, the property will be useful immediately. Councilmember King noted there was some lead contamination and petroleum staining; fortunately the City had the soil analyzed. City Administrator Morrison recommended moving this forward to the upcoming Council Meeting, as the closing date is scheduled for May 15th. Councilmember Rackley inquired as to the funding for this property. Chief Financial Officer Wroe confirmed there is money available.

5. Discussion: AB07-102 – Resolution 1684 – Allan Yorke Park Concession Stand Agreement.

Director Leaf said the Council and Mayor had recommended making room at the concession stand for non-profit groups to do fundraisers. Consequently, he had worked out a possible agreement with Melvain Donyes of the Bonney Lake Food Bank, which may meet the City’s needs. Mr. Donyes was in attendance and spoke to Council about his three-fold plan for the concession stand. One facet of the plan is to run a lunch program for low-income children. This program is funded through the State. The Food Bank would use the concession stand for food preparation, then transport the meals to a suitable, health department approved site for consumption. Council discussed the possible places to feed the children and the conflict this may cause with children who have to pay for their food. Mr. Donyes explained he would also be managing the stand, as expected and would make a point to separate lunch distribution from the regular sales. The final phase of his plan would be the incorporation of fundraising by non-profit groups and the allowance for them to retain a large percentage of the proceeds.

Council discussed the need to have the Park Board approve this proposal before it returns for passage by the Council. Mr. Donyes said he is preparing a presentation for their next meeting. Director Leaf said he would also be recommending the Food Bank not be required to pay rent at the Stand due to the service being provided to the City. Director Leaf said the Park Board’s main concern is that the Concession Stand be open as much as possible. Mr. Donyes added that the Low-income lunch program would move forward regardless of whether or not the Concession agreement goes through.
6. Discussion: Downtown Redevelopment Update.

Councilmember Rackley asked if the City is continuing to work with property owners Downtown. Administrator Morrison said yes, adding there had been discussions with two additional property owners since the last Council Meeting. Director Vialle said there have not been any particular difficulties. Staff continues to investigate the best way to apply SEPA. A Planned Action Environmental Impact Statement will extend the timeline, so they are considering the possibility of a phased EIS.

Councilmember Hamilton inquired as to funding for the Public Works projects currently underway in the Downtown area. Director Grigsby said the Traffic Impact Analysis is moving forward as well as investigations into a regional stormwater system. He said the 184th Ave. extension is planned for next year and has sufficient funding. A portion of that money will be applied to stormwater concerns as that was considered in the original budget allotment for that project. He described some of the options for the stormwater systems and Council discussed the incentives being developed thus far in the Downtown area and the possibilities for more. Councilmember Hamilton promoted the idea of the City providing parking as an incentive.

7. Executive Session: Pursuant to RCW 42.30.110(1)(b) & RCW 42.30.110(1)(i), the City Council met in Executive Session at 7:07 p.m. for 15 Minutes. At 7:24 p.m. the Executive Session was extended 10 Minutes. The Meeting reconvened at 7:34 p.m.

8. Adjournment.

Councilmember King moved to adjourn the workshop at 7:34 p.m. Councilmember Noble seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.

Items submitted to the Council Meeting of May 1, 2007:

➢ City of Bonney Lake – *Progress Report on the Old Bonney Lake Fire station* – Interim Planning & Community Development Director Vialle.
CALL TO ORDER – Deputy Mayor SWATMAN called the meeting to order at 7:01 p.m.

A. Flag Salute – Deputy Mayor SWATMAN led the audience in the Pledge of Allegiance.

B. Roll Call

City Clerk EDVALSON called the roll. In addition to Deputy Mayor SWATMAN, elected officials attending were, Councilmember DAVID BOWEN, Councilmember MARK HAMILTON, and Councilmember Dave KING, Councilmember NOBLE, and Councilmember RACKLEY. Councilmember DeLeo and Mayor Johnson were absent.

Staff members present were City Administrator DON MORRISON, Interim Planning & Community Development Director MARVIN VIALLE, Public Works Director Dan GRIGSBY, Chief Financial Officer WROE, Police Chief MIKE MITCHELL, City Attorney James DIONNE, Administrative Services Director/City Clerk Harwood EDVALSON and Records & Information Specialist Virginia PHELAN.

Councilmember KING moved to excuse Councilmember DeLeo. Councilmember Noble seconded the motion.

Motion approved 6 – 0.

C. Announcements, Appointments and Presentations

1. Announcements: None.
2. Appointments: None.
3. Presentations: None.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE

A. Public Hearings: None.
B. Citizen Comments:

Russ Rudolf, 7515 191st Ave E., said he has been a resident of Bonney Lake for 37 years. The house next to him built a “mother-in-law” apartment over the garage and has been illegally renting it. This initially occurred in 2004 or 2005 and has been an on-going code enforcement issue. Mr. Rudolf explained the history of his neighbors moving tenants in and out over the years and the complaints he has made to the City. Originally, he said, he was told there would be a $1000 per day fine if the apartment was rented. This fee has never been imposed and he feels the associated ordinance needs to be enforced or re-written if it cannot be enforced.

City Administrator Morrison said his understanding is there have been three separate code enforcement issues as a result of the three separate tenants who have occupied that building. Each time the enforcement action becomes too threatening to the landlord he vacates the apartment. Then when new tenants move in the City must begin again. Administrator Morrison explained that the City is trying to develop a tougher code enforcement process. Possibly, the Code Enforcer will be given the power to write tickets. This way the Court can process the violators in a more efficient manner.

Council discussed the illegal occupation, how it progressed to this point and what can be done to resolve the issue. Mr. Rudolf noted the neighbor is also building more and has a history in the County of failing to obtain the proper permits.

Robert Bird, 7225 192nd Ave E., said his neighbor cut down five old-growth fir trees. He asked if a permit was required for such action and noted it is the same gentleman of which his neighbor Mr. Rudolf had been speaking. Deputy Mayor Swatman answered that his understanding is if the property has a residence, clear cutting is allowed without a permit. Mr. Bird said there was a mobile home, but it was removed. Additionally, the person in question is planning to build another duplex on that property and there may be a discrepancy between the actual zoning and the zoning assumed for this person’s building plans. Deputy Mayor Swatman said the City can easily discover the zoning.

Don Sangesand, 5616 195th Pl. E., said he recently received an email from the Mayor saying the Mayor and Council are dedicated to correcting the problems with the Ball Park Well. He thanked the Council and Mayor for not forgetting about this problem. Councilmember Bowen said he may be exempt from the Mayor’s reference. He wants all citizens to have good water, but would have to taste Mr. Sangesand’s water next time the Ball Park Well is activated. If he agrees the water is bad, he would then be willing to vote to spend more money on the well. Mr. Sangesand said that would be fair and offered an invitation to anyone to taste his water when activation of the well occurs, so they may witness the problems for themselves.
Dan Decker 20401 70th St., voiced his concern regarding the City Council taking action at Council Workshops. Workshops, he explained, are for discussion and Meetings are for action. When action is taken at Workshops, he feels it is a violation of his rights because he is not given the opportunity to speak to those items and does not have proper notification that these topics will be put to a vote. Mr. Decker added his opinion that the Police Department is in need of another vehicle and at least one and a half more officers.

Deputy Mayor Swatman said the Council has the right to take action at a workshop and in so doing, an invitation for anyone to speak is offered before a vote is taken. He noted it is highly unusual for an action item not to appear on the agenda. Councilmember King added that he has a well known distaste for action items being brought to Council Workshops, but acknowledged there are instances when time sensitive issues need to be addressed. Mr. Decker said there are always exceptions, but generally this behavior is inappropriate.

Mrs. Moore, Inlet Island, explained some history of Lake Tapps and said she is concerned about the urbanization of the Lake. She lives in the UGA and wants to maintain her rural lifestyle. The proposal for a 92 unit multi-family building with a dock and boat slips is disturbing to her. Deputy Mayor Swatman said the application she is referring to did not come before the Council. It is a matter for the Hearing Examiner to decide. Councilmember Rackley added the State mandates the laws regarding docks and things of that nature and the City is in charge of the building. Mrs. Moore also noted her concern about the confusion and fighting which will be caused with so many cities possibly regulating different parts of the Lake. Deputy Mayor Swatman noted the Council’s job is to urbanize and plan for the City’s future. Councilmember Noble added it is a State Mandate.

Mrs. Moore added her concern that the turn-on charges for water are extremely high. She said she had to pay once when it was only $25 and was upset because she felt the City should not have turned her water off in that case. Deputy Mayor Swatman said the City would look into this and get back to her.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee

Deputy Mayor Swatman said the Finance Committee met this evening and discussed:
1. An Ordinance for Accepting Donations;
2. Companion Resolution and Ordinance for a Master Business Licensing Program;
4. Resolution 1686 – City Wellness Program;
5. Discussion on Lake Tapps Christian Water Bills;
6. Fennel Creek Application and Matching Fund Grants; and
7. Police Department Vehicles.

B. **Community Development Committee**
Councilmember Rackley said the Community Development Committee met on May 7th and will move forward to the May 22nd Council Meeting, with a recommendation to pass:
1. Resolution 1682 – Repairing Angeline Road;
2. Resolution 1685 – Demolishing the Moriarty House;
3. AB07-105 – A Request for Council to Authorize Pierce Council Conservation Grant for Fennel Creek Trail System;
5. Resolution 1688 – Paving for Cedarview Park.
Councilmember Rackley later noted that AB07-105 is on this evening’s consent agenda.

C. **Public Safety Committee**
Councilmember King said the Public Safety Committee met on May 7th and discussed:
1. A Resolution Setting Permit Fees for Fireworks Stand Sales;
2. Police Department Vehicles;
3. Ecology Block Placement at Allan Yorke Park; and
Councilmember Noble added there was discussion on a vision statement for the Public Safety services in the City.

D. **Other Reports:** None.

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

A. **Approval of Minutes:** April 17th Council Workshop and April 24th Regular Council Meeting. [A3.6.2]

B. **Checks/Vouchers:** Accounts Payable checks/vouchers #47230 thru 47357 in the amount of $236,088.37. [F4.9]

C. **Payroll:** Payroll for April 16-30, 2007 for checks 25942-25949, including Deposits and Electronic Transfers for $133,039.94. (Police Department) Payroll for April 16-30, 2007 for checks 25950-25989, including Deposits and Electronic Transfer for $306,547.45. (AFSCME and Non-represented) [F4.9]

D. **AB07-105** – A Motion Of The Bonney Lake City Council Authorizing The Mayor To Submit A Pierce County Conservation Futures Grant Application. [A 3.6.10]
Councilmember Rackley moved to approve the Consent Agenda. Councilmember Bowen seconded the motion.

Motion approved 6 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

A. **AB07-101 – Resolution 1683** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying A Purchase And Sale Agreement To Acquire The Hopkins Property At 18416 89th Street East. [A3,13,3,3]

Councilmember Rackley moved to approve Resolution 1683. Councilmember Bowen seconded the motion.

Councilmember Hamilton thanked City Administrator Morrison for his fine work in negotiating the purchase of this property, which will add to the Downtown Plan. Deputy Mayor Swatman agreed, noting Administrator Morrison and Mayor Johnson have been working diligently on Downtown properties. Councilmember King noted the sellers were also very interested in offering their property to put towards the City’s vision for the future.

Motion to approve Resolution 1683 approved 6 – 0.

IX. EXECUTIVE SESSION: Pursuant to RCW 42.30.110(1)(b) and RCW 42.30.110(1)(i) a the City Council adjourned to an Executive Session at 8:02 p.m. for 15 minutes to discuss property acquisition and potential litigation. The Council meeting reconvened at 8:15 p.m.

X. ADJOURNMENT

At 8:15 p.m., Councilmember Bowen moved to adjourn the meeting. Councilmember Noble seconded the motion.

Motion approved 6 – 0.
Item submitted for the May 8, 2007 Council Meeting:

ACCOUNTS PAYABLE AND
UTILITY REFUND CHECKS/VOUCHERS

05/22/2007

Accounts Payable checks/ vouchers #47358 thru 47500 (and wire transfer numbers175595, 271451, and 5042007) in the amount of $1,464,737.54.

Accounts Payable checks/ vouchers #47501 thru 47512 for Accounts Receivable deposit refunds in the amount of $8,613.34

Accounts Payable checks/ vouchers #47513 thru 47563 for utility account refunds in the amount of $4,587.05.
PAYROLL CERTIFICATION
2007

Payroll for May 1-15th, 2007 for checks 25990-25995, including Deposits and Electronic Transfers for $100,435.93. (Police Department)

Payroll for May 1-15th, 2007 for checks 25997-27, including Deposits and Electronic Transfer for $220,971.08 (AFSCME and Non-represented)
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Assistant PW Director – Rick Shannon
Council/Wkshp Meeting Date: 22 May 2007
Agenda Item Number: AB07-100

Ordinance Number: Resolution Number: 1682
Councilmember Sponsor:

BUDGET INFORMATION

2007 Budget Amount: $9100.00
Required Expenditure: $9008.64
Impact: 
Remaining Balance: $92.36

Explanation:
301-098-595-30-065

Agenda Subject: Approve a contract with AA Asphalting, Inc. for repaving 197th due to new water main installation.

Administrative Recommendation:

Background Summary: Contract with AA Asphalting, Inc. for repaving 197th due to new water main installation.

The City of Bonney Lake solicited bids from our small works roster for repaving 197th due to a new water main installation. Of the three bids received AA Asphalting, Inc. was the low bid in the amount of $8,280.00 plus tax for a total of $9,008.64

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

Finance Committee: Planning Commission: Park Board:
Public Safety Committee: Community Development & Civil Service Commission: Hearing Examiner:
Planning Committee: 5/7/07
Council Workshop:

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

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

DATE: May 7, 2007

ORIGINATOR: Rick Shannon  TITLE: PW Assistant Director

SUBJECT/DISCUSSION: Repaving Contract with AA Asphalting, Inc. for 197th Avenue due to new water installation.

The City of Bonney Lake solicited bids from our small works roster for repaving 197th due to a new water main installation. Of the three bids received AA Asphalting, Inc. was the low bid in the amount of $8,280.00 plus tax for a total of $9,008.64.

ORDINANCE/RESOLUTION: #1682

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve the contract with AA Asphalting, Inc. for repaving 197th Avenue due to new water installation.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

FINANCE DIRECTOR

CITY ATTORNEY

BUDGETED ITEM:

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<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
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<td>$9008.64</td>
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</table>

301-098-595-30-065

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED
James Rackley, Chairperson  5-7-07
Mark Hamilton  5-8-07
David Bowen  5-7-07

COMMITTEE COMMENTS:

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

Please schedule for Council Meeting date of: May 22, 2007
RESOLUTION NO. 1682

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH AA ASPHALTING, INC., FOR ROAD REPAVING REPAIR ON 197TH AVENUE DUE TO NEW WATER INSTALLATION.

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 _______ day of May, 2007

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
A A ASPHALTING, INC.
2518 EAST VALLEY HIGHWAY
SUMNER, WA. 98390
(253) 863-4759 (253) 939-0214
FAX (253) 863-5402
PROPOSAL AND CONTRACT

NAME: CITY OF BONNEY LAKE
ADDRESS: 19306 BONNEY LAKE BLVD
CITY/ST.: BONNEY LAKE WA. 98390

ATTN: SAM ROSEBERRY
PHONE #: 253-447-4302
FAX #: 253-447-4130
CELL #: 253-261-5244

PROJECT: 197 AVE. E. & 61 ST. E.
LAKE TAPPSS

MAP PAGE: 806 F-6
JOB #: 80
DESCRPT: ROCK & PAVE STREET

DATE: March 15, 2007

We propose to furnish all materials and labor to complete in a substantial and workmanlike manner according to standard practices.

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION OF WORK</th>
<th>BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,410 SF.</td>
<td>PAVING ONLY Tack edges with CSS-1 emulsion tack. Pave with 2&quot; of class 1/2&quot; HMA asphalt, by machine. Tamp and seal all edges with AR-4000 tar. We estimate 60 tons at the unit cost of $138.00 per ton.</td>
<td>$8,280.00</td>
</tr>
</tbody>
</table>

EXCLUSIONS: PERMITS, ENGINEERING, TESTING, SALES / USE TAX
All of the above work to be completed for the sum of $8,280.00, plus $728.64 Sales Tax.

General Liability and automobile liability coverage of $1,000,000.00 as identified in iso form CG2033 10 01 are included in this quotation. Any further requirements are subject to an additional charge. For example - If Waiver of Subrogation coverage is required, an additional charge of $150.00 will be required for each named individual on the certificate.

TERMS: Net Cash Upon Completion. Proposal subject to change or cancellation after 30 days.
If this account is in default and is assigned to a collection agency for collection, then (customer) shall be liable for collection costs and fees including contingent collection fees charged by the collection agency in addition to principal, interest at 18% annum and all after charges owing on the account. If legal action is commenced, then Washington law shall apply, (merchant) may place venue in the superior court of Pierce County, Washington and the prevailing party shall be awarded its taxable costs and reasonable attorney fees.
AA Asphalt Inc. assumes no responsibility or liability for grade failures, damage to or from hidden utilities, wires or other structures.

All permits are the responsibility of the purchaser. AA Asphalt Inc. is an equal opportunity employer.

Respectfully submitted,
A A Asphalt Inc.

By, John Alcorn

ACCEPTANCE

The above proposal is hereby accepted. You are authorized to complete the work described, and I/We agree to pay the amount described according to the terms thereof:

Date: ____________________ Authorized Signature ____________________

This contractor is registered with the State of Washington, registration No. AAAP1221DF, (expiration date August 1), as a general / specialty contractor and has posted with the state a bond or cash deposit of $6,000.00 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier or materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be lien on to force payment. If you wish additional protection, you may ask the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you further information about lien release documents, if you request it. General information is also available from the Department of Labor and Industries. This notice is sent in compliance with the laws of the State of Washington RCW 18.27.114.

PLEASE SIGN AND RETURN ONE COPY

BID#: B4468

**Estimate**

**DATE** | **ESTIMATE #**
--- | ---
3/15/2007 | 3222

**NAME / ADDRESS**
City of Bonney Lake  
P.O. Box 7380  
Bonney Lake, WA 98391  
Attn: SAM

**PROJECT**
Water Main-61st CT & 197th Ave E

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
</table>
| Asphalt Removal       | WATER MAIN PATCH 61ST COURT & 197TH AVE EAST  
Removal and disposal of existing Asphalt. 2" 3758 SQ FEET | 3,758 | SQ FEET | 1.50     | 5,637.00 |
| Asphalt              | Place Asphalt in a 2" lift and roll to compaction. Sand and tar seal if necessary. AT 2" 3758 SQ FEET  
Sales Tax-Bonney Lake   | 3,758 | SQ FEET | 2.00     | 7,516.00 |

**TOTAL $13,153.00**

****MATERIAL TONAGE IS APPROXIMATED, ACTUAL QUANTITIES MAY VARY. ALL ESTIMATED PRICES ARE VALID FOR A PERIOD OF 15 DAYS. ALL WORK SCHEDULED FOR COMPLETION WILL BE SUBJECT TO $1000 MINIMUM BILLING.****

*Price includes all safety gear, certifications, labor & materials.
*Price includes 1 mobilization unless specified otherwise. Extra mobilizations will be billed at $1000.00 each.
EXCLUSIONS: PREVAILING WAGES, Lighting, Permits and fees, curb & gutter, sidewalk, compaction testing, trenching for power, surveying & staking, striping & stenciling, traffic control, engineering, inspection, prime coat aggregate, performance or warranty bond.
TERMS: Net due upon 30 days of invoice date. 1.5% per month charged on past due accounts.
*WA State Sales Tax to be added when applicable.
P.O. Box 1648  
Sumner, WA 98390  
Office: (253) 826-1408  
Fax: (253) 826-1409

City of Bonney Lake  
P.O. Box 7380  
Bonney Lake, WA 98391  
Attn: SAM

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| PROJECT | Water Main-61st CT & 197th Ave E |

TOTAL $13,153.00

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*WA State Sales Tax to be added when applicable.
**Estimate**

**DATE** | **ESTIMATE #**
--- | ---
3/15/2007 | 3222

**PROJECT**

Water Main-61st CT & 197th Ave E

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<td>WATER MAIN PATCH 61ST COURT &amp; 197TH AVE EAST Removal and disposal of existing Asphalt. 2&quot; 3758 SQ FEET</td>
<td>4,415</td>
<td>SQ FEET</td>
<td>1.50</td>
<td>6,622.50</td>
</tr>
<tr>
<td>Asphalt</td>
<td>Place Asphalt in a 2&quot; lift and roll to compaction. Sand and tar seal if necessary. AT 2&quot; 3758 SQ FEET 60 Linear Feet 15&quot; Raised Edge</td>
<td>4,415</td>
<td>SQ FEET</td>
<td>2.00</td>
<td>8,830.00</td>
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<tr>
<td>Asphalt</td>
<td>Sales Tax-Bonney Lake</td>
<td>60</td>
<td>LIN FEET</td>
<td>3.00</td>
<td>180.00</td>
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**TOTAL** $15,632.50

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TERMS: Net due upon 30 days of invoice date. 1.5% per month charged on past due accounts.

*WA State Sales Tax to be added when applicable.
Contract

Duncan's Asphalt & Sealcoating

P.O. Box 7426 • Bonney Lake, WA 98391
Office: (253) 863-3715 • Fax: (253) 863-4604
Contractor Registration Number DUNCA*07382

PROPOSAL SUBMITTED TO CUSTOMER:

Bonney Lake Public Works Dept
19306 Bonney Lake Blvd
Bonney Lake, WA 98099

DATE: 3-19-07

JOE NAME

D. S. Fl, E & 197th Ave E

1. CONTACT
Att. Sam Roseberry
PHONE: 253 447-3303
FAX: 253 447-4330

Duncan's Asphalt & Sealcoating, Inc. (the "Company") hereby proposes to complete the following work in accordance with the following specifications and estimates:

- 4,791 sq ft or Asphalt Road Patch / Thickened plus tax

Work to Include:

- 4/8 crushed rock as needed
- Subgrade
- Tack coat
- Crack fill
- Stripping
- Curb / Curbstops
- Seal edges
- Soil stabilization
- Vibratory compaction
- Haul away and dumping debris
- Saw cut
- Grind

Option #1
Asphalt Patch only 4,791 SF with
30 LF of thickened edge → 9,521

Option #2
Asphalt Remove & Replace 4,791 SF with
30 LF of thickened edge → 12,840

Duncan's Asphalt & Sealcoating, Inc. Date: 3-19-07
Authorized Representative

It shall be the Customer's responsibility to obtain any permits and any engineering for the project. The Company shall have no duty to commence or continue any work until such permits and any engineering for the project are obtained and/or completed.

Acceptance of Contract & Acknowledgement of Receipt of Notice to Customer - The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as agreed to in this Agreement. I further acknowledge having read and agree to the Conditions of the Contract on the reverse side of this Agreement, and I acknowledge having received a copy of the Notice to Customer pursuant to RCW 18.27.114.

Personal Guarantee: As an Inducement to Duncan's Asphalt & Sealcoating, Inc. to accept this contract without full payment of the contract price by the Customer, the undersigned acting on behalf of him or herself and their marital community, if married, does hereby agree to personally guarantee that said contract shall be paid in full by the Customer according to the terms of the Contract.

I agree to the work being performed pursuant to this Contract on the property located above.

Signature of Guarantor

Date

Print Name

WARRANTY

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard industry practices. The Company warrants the material and workmanship for a period of one (1) year from the date of completion of the contracted work.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Conditions of the Contract

Acceptance of this proposal submitted by the Company, and further contracting hereon, is subject to acceptance of the following conditions:

This proposal and the price quoted are contingent on the Company obtaining specific field measurements of the job site before commencing work under this Contract. After the Company has obtained specific field measurements, it reserves the right to increase or decrease the price quoted herein. Any alteration or deviation from the specifications on the reverse side of this Contract involving extra costs will be executed only upon written Change Orders and will become an extra charge over and above the estimate. Due to the rising cost of petroleum & other products price terms and performance dates are subject to change if this proposal is not accepted within thirty (30) days from the date hereof.

Payment terms other than payment upon receipt of invoice acceptable to both parties shall be typed or written on the face of this proposal or attached to
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council/Wrkshp Mtg Date:</th>
<th>Agenda Bill Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary Leaf, Comm. Svcs. Dir.</td>
<td>5/22/2007</td>
<td>AB07-102</td>
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<table>
<thead>
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<th>Ordinance Number:</th>
<th>Resolution Number:</th>
<th>Councilmember Sponsor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1684</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Explanation:**

**Agenda Subject:**
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with Mel Donyes to operate the City of Bonney Lake’s concession stand at Allan Yorke Park.

**Administrative Recommendation:**
Recommend the City Council authorize the Mayor to sign the concession stand agreement.

**Background Summary:**
Council has indicated interest in making the concession stand available to local nonprofit organizations to raise funds for community events. This topic has been discussed in the last two Park Board meetings. The Board’s preference is to keep the concession stand open on all summer days. Community Services worked with the Board and potential vendors to forge a proposal that accomplishes both goals. Staff reached agreement with Mel Donyes, Executive Director of the Bonney Lake Food Bank, to run the stand this year. Mr. Donyes agreed to work with local civic organizations to handle fundraising during special events such as Bonney Lake Days. Mr. Donyes will run the concession stand the rest of the time (to meet the Park Board’s requirement of continuous service). Mr. Donyes has also contacted the State of Washington to run a grant-funded free lunch program for low income children out of the concession stand facility this summer. Since the stand will be made available to nonprofit entities during the most lucrative times, it is not as likely to be profitable. Therefore, staff recommends waiving the $900 rent. The Park Board approved this arrangement at its 5/8/07 meeting, with one proviso, namely adding a refundable security deposit section to the Agreement.

**Council Committee Dates:**
- Finance Committee:
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshops: 5/1/07

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

**Board/Hearing Examiner Dates:**
- Park Board: 3/13/07, 4/10/07; 5/8/07
- Hearing Examiner:

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

**Signatures:**
- Mayor
- Date City Attorney Reviewed: Standard
RESOLUTION NO. 1684

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH MEL DONYES TO OPERATE THE CONCESSION STAND AT ALLAN YORKE PARK FOR MAY 2007 UNTIL APRIL 2008.

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 in "Attachment A."

PASSED by the City Council this 22nd day of May, 2007.

____________________________
Mayor Neil Johnson, Jr.

AUTHENTICATED:

____________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

____________________________
James J. Dionne, City Attorney
CONCESSION AGREEMENT
FOR A FOOD CONCESSION STAND
AT ALLAN YORKE PARK

This Agreement, by the City of Bonney Lake, Pierce County, Washington, hereinafter called the City, and ____________________________, Sole Proprietor, hereinafter called Concessionaire, is made on the following terms and conditions:

Concessionaire has applied for permission to operate a concession stand at Allan Yorke Park located within the City of Bonney Lake, Washington; and

Concessionaire has the necessary experience and personnel, and is willing to enter into this Agreement to operate said concession; and

The City desires to permit operation of concessions at said park which are consistent with and in furtherance of the public’s use and enjoyment of the park;

Witnesseth, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1. **Grant, Term, and Operation of Concession**

   1.1 The City, acting pursuant to its vested authority, grants to Concessionaire, for the term and upon the conditions and provisions hereafter specified, the right and privilege to operate and maintain a concession stand at Allan Yorke Park.

   This grant is expressly conditioned on operation of a concession that is consistent with and in furtherance of the public’s use and enjoyment of the park.

   1.2 The term of the concession shall be from **May 1, 2006**, to **April 30, 2007**.

Concessionaire shall notify the City, in writing, at least 90 days prior to expiration of the term of this agreement, its desire to continue or cancel this contract for the next year. Renewal will be at the City’s discretion. In the event of termination of this Agreement, for any reason, prior to the termination date specified in this section, no refund shall be made of any payment(s) already made pursuant to section 3.1 of this Agreement.
1.3 Concessionaire agrees to operate the concession stand for this term, and to supply the food and personnel necessary to operate the concession stand to properly serve the public. The minimum services to be provided are more specifically described in the following articles. Concessionaire shall operate or conduct no other business activity within said City park unless specifically authorized to do so by the Bonney Lake City Council.

1.4 A security deposit of $100.00 shall be remitted to the City of Bonney Lake upon signing of this Agreement. This deposit shall be refunded to Concessionaire following certification by the Community Services Director at the end of the term of this Agreement that the building and equipment are in satisfactory condition exclusive of normal wear and tear.

1.5 The concession will be operated out of the North end of the maintenance building in Allan Yorke Park.

1.6 Nothing herein contained shall be construed as making Concessionaire the agent of the City for any purpose or as authorizing or empowering Concessionaire to obligate or bind the City in any manner.

1.7 The Concessionaire shall work with the Community Services Director to develop options for nonprofit service clubs to participate in concession stand operation during special events.

II. **Required Level of Concession Services.**

2.1 At a minimum the following concession services shall be available at Allan Yorke Park:

1) Hours of Operation shall generally be **10:00 AM** till **8:00 PM** on days when the park facilities are in use or other special times as deemed necessary by the City, from May 1, 2007 through September 4, 2007 and at other times of the year for special events. Additional hours may be made available upon City of Bonney Lake approval. Weekdays before school is out may have later openings.

2) Food items available may include but are not limited to the following suggestions:

   a) Cold Drinks
   
   b) Coffee
(c) Candy Bars
(d) Ice Cream Bars and Popsicles
(e) Popcorn
(f) Hot Dogs
(g) Cheese Nachos
(h) Sandwiches

(3) A statement of daily hours of operation during the month with daily weather conditions
noted to be submitted to the City at the end of each month.

III. Responsibilities of Concessionaire

3.1 Concessionaire shall keep adequate records and make those records available to the City
for purposes of verifying the gross revenue. Concessionaire shall furnish a statement of gross
revenue and expenditures to the City on September 30, 2007. Concessionaire hereby authorizes
the Tax Division of the State of Washington to release to the City of Bonney Lake, a statement of
receipts from sales and services made at this concession as filed during the period of this
contract.

3.2 Concessionaire agrees to provide the "Required Level of Concession Services" as
outlined in Article II of this agreement.

3.3 Concessionaire agrees to acquire and maintain all licenses, permits, and certifications
necessary for the operation of the aforementioned concession stand. The Concessionaire shall
furnish the City copies of all required licenses and permits before beginning operation and those
which may be required during the period of the contract after beginning operation. However, the
City will obtain “Site Plan” approval from the State of Washington Department of Health.

3.4 Concessionaire agrees to provide adequate personnel to maintain and operate the
concession stand.

3.5 Concessionaire agrees to maintain the concession stand and all grounds within 75 feet in
a neat, clean, sanitary and safe condition.
3.6 Concessionaire agrees that all personnel will be required to and will comply with the "General Rules and Standards for Visitor Services" attached hereto and identified as Addendum "A" to this contract. The "General Rules and Standards for Visitor Services" are hereby made a part of this contract.

3.7 Concessionaire agrees to purchase and maintain a Liability insurance policy from an insurance company licensed in Washington and rated with AM Best no lower than a B+ in the amount of $1,000,000.00, and to hold the City harmless, defend, and indemnify it from any accidents, injuries or claims of any kind resulting from Concessionaire's operations. Concessionaire agrees to include the City as a co-insured on the insurance policy required above in this paragraph. Concessionaire shall provide a certificate of insurance to the City.

3.8 Concessionaire will be responsible for all costs associated with the installation, maintenance, and removal of propane gas tanks and connections to the existing facilities. The City reserves the right to give final approval for use of propane gas and to require its removal.

3.9 Concessionaire shall not erect any sign on the concession premises or in the vicinity thereof without obtaining the advance written approval of the City.

3.10 Concessionaire shall strictly obey all laws of the State of Washington and all Ordinances of the City of Bonney Lake, and will not allow the violation of any of these laws, or ordinances by any other party on or adjacent to the premises in which this concession is operated.

3.11 City shall make available for the Concessionaire's use any equipment on the premises and listed in the inventory list attached hereto as Exhibit “C” and which by reference is incorporated herein. Concessionaire shall be responsible for maintenance, repair and replacement of City owned equipment at the Concessionaire’s sole expense. Said City owned equipment shall be maintained in good operating condition. Any equipment not specified on the "Site Plan", approved by DOH, shall be prohibited from use in the operations of the Concession Stand.
IV. Non-Discrimination Policy

4.1 Concessionaire agrees that in all hiring or employment made possible or resulting from this Agreement:

(1) There shall be no discrimination against any employee or applicant for employment because of sex, age, race color, creed, national origin, marital status, veteran status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) No person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), veteran status, marital status, or the presence of any sensory, mental or physical handicap.

(3) Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the Agreement by the parties and may result in ineligibility for further agreements.

V. Termination by City

5.1 If, in the judgment of the Mayor, the manner of operation of the concession or the quality of equipment or service does not meet the requirements of this Agreement, or if Concessionaire is in default of any other term of this Agreement, City shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance.

5.2 If Concessionaire fails or refuses to remedy such unsatisfactory performance or default within five (5) calendar days after receipt of such notice, the City may terminate this Agreement immediately. The decision of the Mayor on any such matter shall be final.
5.3 Notwithstanding the above, nonpayment of the concession fee or of any installment thereof five (5) calendar days after said fee is due shall be full justification for the City to take immediate possession of the concession and premises, and for immediate cancellation of this Agreement.

VI. Termination by Concessionaire

6.2 Concessionaire may terminate this Agreement by giving thirty (30) days written notice to City of such intention to terminate.

VII. No Assignment

7.1 Neither this Agreement nor any rights or privileges hereunder shall be assigned or sublet without the consent of the City. Consent to assignment shall not be unreasonably withheld by the City.

VIII. Surrender

8.1 Concessionaire shall immediately surrender possession of the premises to the City on the termination of this Agreement for any reason, and Concessionaire shall pay any costs or expenses incurred by the City to regain possession where Concessionaire fails to comply with this provision.

IX. Interpretive Provisions

9.1 The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors, administrators, and assigns, and shall be construed in accordance with the laws of the State of Washington.

9.2 TIME IS OF THE ESSENCE of this Agreement, and of each and every term, condition and provision herein.
9.3 The waiver by the City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

9.4 Each term of this Agreement is material and breach by Concessionaire of any one of the terms herein shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the City.

9.5 If any term or provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or persons or circumstances other than those as to which it is held invalid, or unenforceable, will not be affected and will continue in full force.

9.6 This Agreement contains the entire agreement between Concessionaire and the City of Bonney Lake and there are no promises, conditions, terms, obligations, statements, or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by all parties.

9.7 This Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising out of this Agreement shall be in Pierce County, Washington. The prevailing party in any such action shall be entitled to an award of reasonable attorney’s fees and costs.

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

ATTEST:                      CITY OF BONNEY LAKE

Harwood T. Edvalson          Neil Johnson Jr.
City Clerk                  Mayor

APPROVED AS TO FORM:

James J. Dionne,           CONCESSIONAIRE
City Attorney               Owner
ADDENUM "A"
GENERAL RULES AND REGULATIONS
FOR VISITOR SERVICES
CITY OF BONNEY LAKE

This concession agreement is made with the express agreement that the Concessionaire will comply with the following:

I. APPEARANCE

a) Employees shall be neat, presentable and well-groomed at all times.
b) Clothing must be clean at all times, properly fitted and properly buttoned.

II. IDENTIFICATION

a) Employees shall wear name tags at all times. The name tags shall be supplied by the operator and must be worn in a readily visible location on the shirt/blouse/jacket.

III. ATTITUDE AND MANNERISMS

a) All employees at all times must deal with the public in a professional, polite, courteous, patient and helpful manner.
b) All employees shall reflect a general attitude to provide a positive public service, and to meet the needs and desires of the public, facility users and other staff.
c) Profanity, vulgar or obscene language is not acceptable under any circumstances. Vulgar actions or actions which may be interpreted by the public as being obscene or inappropriate are also not acceptable under any circumstances.

IV. EMPLOYEE CONDUCT

a) Smoking is not allowed in the service area or in the food preparation areas.
b) Only authorized personnel shall be within restricted, non-public sections of a service facility or area.
c) Employees shall not have friends or acquaintances congregate in the service area to converse for extended periods of time.
d) The Concessionaire shall not permit any lewd or immoral conduct in or about the assigned space occupied by him.
V. OPERATIONS

a) All facilities must reflect a high standard of cleanliness, positive image, and pride in the operation. During on duty hours, all employees shall pick up trash and cigarette butts, shall clean windows and floors, and shall do general house-keeping inside and in the immediate vicinity of the service facility.

b) Proper signage shall be posted. Prices shall be posted and they shall be current.

c) Signage shall be posted to inform the public of unusual circumstances, hazards, etc.

d) Stock shall be maintained in sufficient quantity at all times.

e) Damaged, dated merchandise and food items or unsuitable stock shall not be sold and shall be removed from shelves.

f) All stock items, food or merchandise shall be of a standard acceptable to the public. Inferior goods shall not be sold.

g) Staffing levels shall be adequate to handle the expected demand level. Additional staffing shall occur during peak user months, special events, etc.

h) Employees shall maintain clean service areas at all times including counters, shelves, chairs, floors, equipment, etc. Employees conducting maintenance duties shall properly wash when returning to provide food service.

i) Employees shall provide only factual information. Employees shall direct the public to other locations so that proper information can be gained.
Allan Yorke Park Concession Stand Proposal

Please return completed form to the City of Bonney Lake, no later than May 31, 2007

1. Company name or individual, address, phone number.

2. Experience, include experience of proposed staff that will operate the facility.

3. Proposed hours of operation.

4. Proposed menu and service items.

5. List of references and past employer contacts.
   Name  Address  Phone #
ADDENDUM "B"
ELECTRICAL POWER
CONCESSIONAIRES RESPONSIBILITY

Since the entire Park facilities is served by one electrical service, which includes the concession area and installation of a separate service is impractical, the following method shall be used to establish the concessionaires financial responsibility for power consumption. The City has established through the records that the average monthly electrical consumption was $___________.

The estimated base amount for 2007 shall be $________ per month and that the Concessionaire's responsibility is for any amount greater than the City's base amount.

The Bonney Lake City Council has agreed to waive this section for 2007.
ADDENDUM "C"
CONCESSION EQUIPMENT PROVIDED BY THE CITY AT NO COST TO THE CONCESSIONAIRE

1. Counters
2. Stainless Steel Tables (3)
3. Refrigerator
4. Freezer
5. Food Preparation Cart
6. Ice Maker
7. Microwave
8. Coffee Pot
9. Mop Bucket & Mop
10. 3-Tub Sink
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>
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<tr>
<td>Community Services Director, Gary Leaf</td>
<td>22 May 2007</td>
<td>AB07-103</td>
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<td>1685</td>
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**BUDGET INFORMATION**

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**Explanation:**

302-007-594-76-041

**Agenda Subject:** Contract with WM Dickson for House Demolition & Removal at 7405 West Lake Tapps Hwy., Bonney Lake, WA 98390.

**Administrative Recommendation:**

**Background Summary:** Approve contract with WM Dickson for House Demolition & Removal at 7405 West Lake Tapps Hwy., Bonney Lake, WA 98390.

The City of Bonney Lake solicited three bids from Small Work Roster for House Demolition & Removal at 7405 West Lake Tapps Hwy, Bonney Lake, WA 98390. Of the three bids received WM Dickson Company was the low bid in the amount of $15,850.00 plus tax $1,394.80. In lieu of a bond 50% ($8,622.40) with be withheld for 30 days.

WM Dickson Company will completely remove and dispose of the structure including all associated foundations and walkways, backfill of basement (from CBL source less than one mile from site), pumping/filling of septic, removal of heating oil tank, asbestos abatement to limits identified within FS & GS Survey (dated 3/23/05) lead paint hazard control, prevailing wages, CBL Demo Permit, PSCAA Permit and disposal of all generated materials at an approved landfill and / or recycler. Site will be left with a neat, clean, rough-graded appearance upon completion. The anticipated duration for this work is 5 work days. There is a mandatory ten-day waiting period of the required PSCAA Permit.

**Council Committee Dates:**

<table>
<thead>
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<tr>
<td>Hearing Examiner:</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:**

Dir., Authorization: Mayor: Date City Attorney Reviewed:
COMMUNITY DEVELOPMENT COMMITTEE

DATE: May 7, 2007

ORIGINATOR: Gary Leaf TITLE: Community Services Director

SUBJECT/DISCUSION: Contract with WM Dickson for House Demolition & Removal at 7405 West Lake Tapps Hwy., Bonney Lake, WA 98390.

ORDINANCE/RESOLUTION: #1685

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve contract with WM Dickson for House Demolition & Removal at 7405 West Lake Tapps Hwy., Bonney Lake, WA 98390.

The City of Bonney Lake solicited three bids from Small Work Roster for House Demolition & Removal at 7405 West Lake Tapps Hwy, Bonney Lake, WA 98390. Of the three bids received WM Dickson Company was the low bid in the amount of $15,850.00 plus tax $1,394.80. In lieu of a bond 50% ($8,622.40) with be withheld for 30 days.

WM Dickson Company will completely remove and dispose of the structure including all associated foundations and walkways, backfill of basement (from CBL source less than one mile from site), pumping/filling of septic, removal of heating oil tank, asbestos abatement to limits identified within FS & GS Survey (dated 3/23/05) lead paint hazard control, prevailing wages, CBL Demo Permit, PSCAA Permit and disposal of all generated materials at an approved landfill and / or recycler. Site will be left with a neat, clean, rough-graded appearance upon completion. The anticipated duration for this work is 5 work days. There is a mandatory ten-day waiting period of the required PSCAA Permit.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

FINANCE DIRECTOR

CITY ATTORNEY

BUDGETED ITEM:

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302-007-594-76-041

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairperson 5-7-07

Mark Hamilton 5-8-07

David Bowen 5-7-07

COMMITTEE COMMENTS:

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

Please schedule for Council Meeting date of: May 22, 2007

Consent Agenda: Yes □ No
RESOLUTION NO. 1685

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH WM DICKSON FOR HOUSE DEMOLITION & REMOVAL AT 7405 WEST LAKE TAPPS HWY., BONNEY LAKE, WA 98391

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 _______ day of May, 2007

_______________________________
Neil Johnson Jr., Mayor

ATTEST:

_______________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

_______________________________
James Dionne, City Attorney
# PROPOSAL AND ACCEPTANCE

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE No.</th>
<th>PHONE No.</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bonney Lake</td>
<td>(253) 261-5254</td>
<td>(253) 447-4330</td>
<td>March 27, 2007</td>
</tr>
</tbody>
</table>

**ATTENTION:**
Peter Spain

**JOB NAME:**
House Demolition & Removal

**ADDRESS:**
19306 Bonney Lake Blvd. East
Bonney Lake, WA 98390

**JOB LOCATION:**
7405 West Lake Tapps Hwy.
Bonney Lake, WA 98390

---

We hereby submit specifications and estimates for:

The Wm. Dickson Co. proposes to remove and dispose of the structure commonly known as 7405 West Lake Tapps Hwy. in Bonney Lake, WA for the BASE BID SUM: $15,850.00

Included with this proposal is the complete removal & disposal of the structure including all associated foundations and walkways, backfill of basement (from CBL source less than one mile from site), pumping/filling of septic, removal of heating oil tank, asbestos abatement to limits identified within FS&GS Survey (dated 3/23/05), lead paint hazard control, prevailing wages, CBL Demo Permit, PSCAA Permit and disposal of all generated materials at an approved landfill and/or recycler. Site will be left with a neat, clean, rough-graded appearance upon completion. The anticipated duration for this work is 5 work days.

Excluded from this proposal is disconnect/re-routing of utilities, salvage for owner, hazardous materials removal (excluding asbestos), bond (add 2.5% if required), or weekend/overtime work.

---

*Please note that there is a mandatory ten-day waiting period for the required PSCAA Permit*

---

We hereby propose to furnish material and labor-complete in accordance with above specifications, for the base bid sum: Fifteen Thousand Eight Hundred Fifty Dollars and 00/100 ($15,850.00)

Payment will be as follows: **Net 30 days plus W.S.S.T. @ 8.8%**

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation or variances from above specifications involving extra costs will be submitted in writing, and will become an extra charge over and above the estimate. All agreements contingent upon owner, architect or developer approval and will be subject to changes. The work is specifically covered by Workers' Compensation insurance.

---

**Authorized Signature:** [Signature]

**Title:** Jason Roosa, Estimator

**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.

---

"An Equal Opportunity Employer"
March 26, 2007

City of Bonney Lake
Attn: Pete Spain
19306 Bonney Lake Blvd
Bonney Lake, WA 98390

Phone: 253-862-8602
Fax: 253-826-1921

RE: Asbestos abatement and demolition at 7405 West Tapps Hwy East.

Dear Pete,

Following is the bid for the above mentioned projects,

Asbestos abatement and demolition ................................. $16,402.00
   This bid includes: One mobilization, Applicable prevailing wage rates, one pierce
county demo permit, one septic pump and removal, demolition and hauling of building
using DM Disposal and Trucking per city request, removal and hauling of concrete
walls, slabs and footings, all disposal fees, site will be machine cleaned/safety sloped.

Not included in bid:
   • Washington state sales tax
   • Submittals, 3rd party air monitoring, bonding, or retention.
   • Utility relocation, UST\AST removal, construction reproach, silt fencing, erosion
control, street sweeping, security fencing, cut and cap, brush or tree removal,
backfill and compaction.

This quote is based on acceptance of mutually agreed upon contract terms. All work will
be performed in compliance with federal, state, and local regulations. Where job
specifications are more stringent, specifications will prevail. Thank you for giving F.S. &
GS Services Inc. the opportunity to furnish a quote for this project. Any questions please
contact Charlie Iobe.

Sincerely,

Charlie Iobe
Estimator / F.S. & GS Services

16214 57th Ave East, Suite A
Puyallup, WA 98375

Phone: 253-548-1011
Fax: 253-536-8488
April 18, 2007

Attn.: Pete Spain, City of Bonney Lake

ABATEMENT PROPOSAL: Moriarity Property

BASE BID: ................. $ 17,612.00

INCLUDES:
Scope of Work: Remove and dispose of asbestos containing materials as described in the survey conducted by FS & GS on 3/23/03 for 2 residences on 21719 96th St.E and 7405 W,Trapps Hwy E, Bonney Lake, WA

Mobilizations: 1

Air Monitoring per WAC 296-62-07709 (L&I regulation).
Required notification to governing authorities.
Load and haul materials from site and associated dump fees.
Price guaranteed for 60 days.

ASSUMPTIONS and CLARIFICATIONS:
Water and electricity will be provided by Prime Contractor and/or Owner within 100 ft. of work area.
Payment terms are net 30 days with no retention to be withheld.
Materials not identified in the good faith survey are not included in this price.
This proposal is based on a mutually agreeable progress schedule.
This proposal shall become part of any subcontract awarded and is based on the following:
Specification Sections: Asbestos Abatement

SPECIFICALLY EXCLUDES:
Hazardous/regulated materials other than noted above; cut and cap or locate utilities; salvage items for reuse, relocation, or return to owner; layout; weather/security protection; shoring and bracing of existing to remain; mechanical and electrical work not specified; trenching; utility responsibilities; roughening of surfaces; sanding, patching and grinding; secondary ceilings; floor prep, secondary floor coverings; demolition or street permits and applicable sales tax; payment and performance bonds.

Please do not hesitate to call if there are any questions.

Alex Escalada
Estimator

ACCEPTANCE OF ABOVE PROPOSAL (please sign and return):

[Signature]  [Date]

NUPREAL943K4 / Asbestos #01222
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact: Admin Services/Jenna Young</th>
<th>Council/Workshop Mtg Date: May 22, 2007</th>
<th>Agenda Bill Number: AB07-104</th>
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<td>Ordinance Number: 1686</td>
<td>Resolution Number: 1686</td>
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**BUDGET INFORMATION**

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Explanation:

**Agenda Subject:** Council Support for the Employee Wellness Program

**Administrative Recommendation:** Approve

**Background Summary:** A Wellness Committee was established in 2006 by a group of volunteer employees in order to design a Wellness Program. The Committee hopes to encourage employees to actively participate in the program that will feature health education and fitness activities that meet the employees’ needs and interest. The Association of Washington Cities (AWC) will work in partnership with its members to provide a well-rounded Wellness Program and even offers an award to cities that meet the requirements to be designated a Well City. In order to apply for the AWC Well City Award, the Wellness Program must be officially supported by the Council. Therefore, the Wellness Committee would like to request official Council support of the Wellness Program.

<table>
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<tr>
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<th>Board/Hearing Examiner Dates:</th>
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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:  
Dir. Authorization:  
Mayor:  
Date City Attorney Reviewed:  

Date:
DATE: May 8, 2007

ORIGINATOR: Jenna Young TITLE: Council Support of Wellness Program

SUBJECT/DISCUSSION: A Wellness Committee was established in 2006 by a group of volunteer employees in order to design a Wellness Program. The committee hopes to encourage employees to actively participate in the program that will feature health education and fitness activities that meet their needs and interest. The Association of Washington Cities (AWC) will work in partnership with its members to provide a well-rounded Wellness Program and even offers award to Cities that meet the requirements to be designated a Well City. In order to apply for the AWC Well City Award; the Wellness Program must be officially supported by the Council. Therefore, the Wellness Committee would like to request official Council support of the Wellness Program.

ORDINANCE/RESOLUTION: 1686

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE:

MAYOR
FINANCE DIRECTOR
CITY ATTORNEY

BUDGET INFORMATION
BUDGETED ITEM: TOTAL COST:

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Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

Dan Swatman, Chairperson 5-8-07

Phil DeLeo, Chair, Public Safety 5-8-07

James Rackley, Chair, CDC 5-8-07

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:

CITY CLERK FINANCE DIRECTOR CITY ATTORNEY

Please schedule for Council Meeting date of: 5/22, 2007
RESOLUTION NO. 1686

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ESTABLISHING AND SUPPORTING A COMPREHENSIVE CITY WELLNESS PROGRAM

WHEREAS, the City of Bonney Lake began its Wellness Program in 2006 to aid and encourage employees in maintaining good physical and mental health; and

WHEREAS, the Bonney Lake City Council acknowledges that it is an advantage to the workplace and its employees to have a Wellness Program; and

WHEREAS, the City Council further recognizes that improvements to employee health, achievable through active workplace health promotion programs and activities, can result in better morale, reduced absenteeism, enhanced productivity and performance, as well as strategies to control health care expenditures.

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

1. The Wellness Program is a benefit to the City and its employees; and
2. The Wellness Program is supported by the City Council; and
3. The Wellness Program is sustained indefinitely until cancelled by action of the City Council.

The Bonney Lake City Council hereby expresses its support of the City of Bonney Lake Wellness Program and encourages the programming of appropriate funds to sustain the program.

PASSED BY THE CITY COUNCIL this 22nd day of May, 2007.

__________________________
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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**Explanation:**
302-006-594-76-065

**Agenda Subject:** Paving contract with Duncan Asphalt & Seal Coating for Cedarview Park located at the corner of 208th & 93rd.

**Administrative Recommendation:**

**Background Summary:** Approve the paving contract with Duncan Asphalt for Cedarview Park located at the corner of 208th & 93rd.

The City solicited three bids from our small works roster for paving at the Cedar View Park located at the corner of 208th & 93rd. Of the three bids received Duncan Asphalt & Seal Coating was the low bid in the amount of $14,848.00 plus tax for a total of $16,154.62. This work will create ADA accessible paved parking spaces on 208th Avenue that do not currently exist and develop a bike path for young children. The bike path is an important feature of the Cedarview Park master plan developed last year by Cascade Design Collaborative and approved by the Park Board. The bike path will begin at the paved parking area and wind through the park. Additional items at Cedarview Park that will be completed later this year include constructing a new basketball court and improving the ballfield so t-ball teams can use it.

**Council Committee Dates:**
Finance Committee:
Public Safety Committee:
Community Development & Planning Committee: 5/7/07
Council Workshops:

**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:**
Dir. Authorization:
Mayor:
Date City Attorney Reviewed:
COMMUNITY DEVELOPMENT COMMITTEE

DATE: May 7, 2007

ORIGINATOR: Gary Leaf TITLE: Community Services Director

SUBJECT/DISCUSSION: Paving contract with Duncan Asphalt & Seal Coating for Cedar View Park located at the corner of 208th & 93rd. The City solicited three bids from our small works roster for paving at the Cedar View Park located at the corner of 208th & 93rd. Of the three bids received Duncan Asphalt & Seal Coating was the low bid in the amount of $14,848.00 plus tax for a total of $16,154.62. This work will create ADA accessible paved parking spaces on 208th Avenue that do not currently exist and develop a bike path for young children. The bike path is an important feature of the Cedarview Park master plan developed last year by Cascade Design Collaborative and approved by the Park Board. The bike path will begin at the paved parking area and wind through the park. Additional items at Cedarview Park that will be completed later this year include constructing a new basketball court and improving the ballfield so t-ball teams can use it.

ORDINANCE/RESOLUTION: #1688

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve the paving contract with Duncan Asphalt for Cedar View Park located at the corner of 208th & 93rd.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

FINANCE DIRECTOR

CITY ATTORNEY

BUDGETED ITEM:

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302-006-594-76-065

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED
James Rackley, Chairperson 5-7-07
Mark Hamilton 5-9-07
David Bowen 5-7-07

COMMITTEE COMMENTS:

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

Please schedule for Council Meeting date of: May 22, 2007

Consent Agenda: X Yes □ No
RESOLUTION NO. 1688

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING A PAVING CONTRACT WITH DUNCAN
ASPHALT & SEAL COATING FOR CEDAR VIEW PARK
LOCATED AT THE CORNER OF 208TH & 93RD.

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 _________ day of May, 2007

__________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
Contract

DUNCAN'S ASPHALT & SEALCOATING

P.O. Box 7426 • Bonney Lake, WA 98391
Office: (253) 863-3715 • Fax: (253) 863-4604
Contractor Registration Number DUNCA*9738Z

PROPOSAL SUBMITTED TO CUSTOMER: Bonney Lake, WA 98391

STREET: P.O. Box 7380

CITY, STATE AND ZIP CODE: Bonney Lake, WA 98391

CONTACT: Athi Pete Spain

DATE: 4-17-07

Duncan's Asphalt & Sealcoating, Inc. (the "Company") hereby proposes to complete the following work in accordance with the following specifications and estimates:

- 10,300 ± square feet of Asphalt Pavement $4,845.00 plus tax

Work to Include:
- 6/8 crushed rock as needed
- 2.5" asphalt depth
- Subgrade
- Grading
- Grinding
- Saw cut
- Soil stabilization
- Vibratory compaction
- Haul away and dumping debris
- Seal edges
- Pre-level
- Asphalt overlay fabric
- Tack coat
- Clean & prep.
- Seal coat
- Crack fill
- Stripping
- Curbing / Curb tops

Description and/or Diagram of Work to be Performed:
1. Asphalt Parking Area: 50' x 108' 6,100 SF
2. Asphalt Walkway: 4,500 SF

Duncan’s Asphalt & Sealcoating, Inc.
Authorized Representative

Date: 4-17-07

It shall be the Customer's responsibility to obtain any permits and any engineering for the project. The Company shall have no duty to commence or continue any work until such permits and any engineering for the project are obtained and/or completed.

Acceptance of Contract & Acknowledgement of Receipt of Notice to Customer - The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as agreed to in this Agreement. I further acknowledge having read and agree to the Conditions of the Contract on the reverse side of this Agreement, and I acknowledge having received a copy of the Notice to Customer pursuant to RCW 18.27.114.

Personal Guarantee: As an inducement to Duncan's Asphalt & Sealcoating, Inc. to accept this contract without full prepayment of the contract price by the Customer, the undersigned acting on behalf of him or herself and their marital community, if married, does hereby agree to personally guarantee that said contract shall be paid in full by the Customer according to the terms of the Contract.

I agree to the work being performed pursuant to this Contract on the property located above.

Signature of Guarantor

Date

WARRANTY

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard industry practices. The Company warrants the material and workmanship for a period of one (1) year from the date of completion of the contracted work.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Conditions of the Contract

Acceptance of this proposal submitted by the Company, and further contracting thereon, is subject to acceptance of the following conditions:

This proposal and the price quoted are contingent on the Company obtaining specific field measurements of the job site before commencing work under this Contract. After the Company has obtained specific field measurements, it reserves the right to increase or decrease the price quoted herein. Any alteration or deviation from the specifications on the reverse side of this Contract involving extra costs will be executed only upon written Change Orders and will become an extra charge over and above the estimate. Due to the rising cost of petroleum & other products price terms and performance dates are subject to change if this proposal is not accepted within thirty (30) days from the date hereof.

Payment terms other than payment upon receipt of invoice acceptable to both parties shall be typed or written on the face of this proposal or attached to
A A ASPHALTING, INC.
2518 EAST VALLEY HIGHWAY
SUMNER, WA. 98390
(253) 863-4759 (253) 939-0214
FAX (253) 863-5402

PROPOSAL AND CONTRACT

NAME: CITY OF BONNEY LAKE
ADDRESS: P O BOX 7380
CITY/ST.: BONNEY LAKE WA. 98391

ATTN: PETE SPAIN
PHONE #: 253-862-8602
FAX #: 253-447-4330
CELL #: 253-261-5254

PROJECT: CEDAR VIEW PARK
208 AVE E & 93 ST E.
BONNEY LAKE

MAP PAGE: 836 G-3
JOB #: 80
DESCRIPT: PAVE ONLY

DATE: April 2, 2007

We propose to furnish all materials and labor to complete in a substantial and workmanlike manner...

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION OF WORK</th>
<th>BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,500 SF.</td>
<td>PARKING LOT</td>
<td>$9,072.00</td>
</tr>
<tr>
<td></td>
<td>Subgrade and finish grade to be done by others to a 1/10% grade. AA Asphalt will compact top course rock. Place weed killer, and pave with 2&quot; of class 1/2 &quot;HMA asphalt. Tamp and seal all edges with AR-4000 tar. We estimate 72 tons at the unit cost of $126.00 per ton.</td>
<td></td>
</tr>
<tr>
<td>4,800 SF.</td>
<td>6' PATHWAYS</td>
<td>$8,645.00</td>
</tr>
<tr>
<td></td>
<td>Subgrade and finish grade to be done by others to a 1/10% grade. AA Asphalt will compact top course rock. Place weed killer, and pave with 2&quot; of class 1/2 &quot;HMA asphalt. Tamp and seal all edges with AR-4000 tar. We estimate 65 tons at the unit cost of $132.00 per ton.</td>
<td></td>
</tr>
</tbody>
</table>

EXCLUSIONS: PERMITS, ENGINEERING, TESTING, SALES / USE TAX

All of the above work to be completed for the sum of $17,717.00, plus tax, if applicable.

General Liability and automobile liability coverage of $1,000,000.00 as identified in ISO Form CG2033 10 01 are included in this quotation. Any further requirements are subject to an additional charge. For example - If Waiver of Subrogation coverage is required, an additional charge of $150.00 will be required for each named individual on the certificate.

TERMS: Net Cash Upon Completion. Proposal subject to change or cancellation after 30 days.

If this account is in default and is assigned to a collection agency for collection, then (customer) shall be liable for collection costs and fees including contingent collection fees charged by the collection agency in addition to principal, interest at 18% annum and all other charges owing on the account. If legal action is commenced, then Washington law shall apply, (merchant) may place venue in the Superior Court of Pierce County, Washington and the prevailing party shall be awarded its taxable costs and reasonable attorney fees.

AA Asphalt ing Inc. assumes no responsibility or liability for subgrade failures, damage to or from hidden utilities, wires or other structures.

All permits are the responsibility of the purchaser. AA Asphalt ing Inc. is an equal opportunity employer.

Respectfully submitted,
A A Asphalt ing Inc.

By, John Alcorn

ACCEPTANCE

The above proposal is hereby accepted. You are authorized to complete the work described, and we agree to pay the amount described according to the terms thereof:

Date: ____________________________ Authorized Signature ____________________________

This contractor is registered with the State of Washington, registration No. AAASPI23DF, (expiration date August 1), as a general / specialty contractor and has posted with the state a bond or cash deposit of $6,000.00 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier or materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may ask the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you further information about lien release documents, if you request it. General information is also available from the Department of Labor and Industries. This notice is sent in compliance with the laws of the State of Washington RCW 18.27.114

PLEASE SIGN AND RETURN ONE COPY

BID#: B4566
### Estimate

**PACIFIC PAVING**

P.O. Box 1648  
Sumner, WA 98390  
Office: (253) 826-1408  
Fax: (253) 826-1409

**DATE** | **ESTIMATE #**
---|---
3/15/2007 | 3221

**NAME / ADDRESS**

City of Bonney Lake  
P.O. Box 7380  
Bonney Lake, WA 98391  
Attn: PETE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>COST</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Asphalt</td>
<td>PARKING AREA AND WALKING PATH</td>
<td>5,350</td>
<td>SQ FEET</td>
<td>2.00</td>
<td>10,700.00</td>
</tr>
<tr>
<td></td>
<td>PARKING AREA</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Place Asphalt in a 2&quot; lift and roll to compaction. Sand and tar seal if necessary. On Prepared grade. 5350 SQ FEET</td>
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</tr>
<tr>
<td>Asphalt</td>
<td>WALK PATH WAY</td>
<td>4,800</td>
<td>SQ FEET</td>
<td>2.25</td>
<td>10,800.00</td>
</tr>
<tr>
<td></td>
<td>Place Asphalt in a 2&quot; lift and roll to compaction. Sand and tar seal if necessary. On Prepared Grade 4800 SQ FEET</td>
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<tr>
<td></td>
<td>Sales Tax-Bonney Lake</td>
<td></td>
<td></td>
<td>8.80%</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**TOTAL** $21,500.00

****MATERIAL TONAGE IS APPROXIMATED, ACTUAL QUANTITIES MAY VARY. ALL ESTIMATED PRICES ARE VALID FOR A PERIOD OF 15 DAYS. ALL WORK SCHEDULED FOR COMPLETION WILL BE SUBJECT TO $1000 MINIMUM BILLING.****

*Price includes all safety gear, certifications, labor & materials.
*Price includes 1 mobilization unless specified otherwise. Extra mobilizations will be billed at $1000.00 each.
**EXCLUSIONS:** PREVAILING WAGES, Lighting, Permits and fees, curb & gutter, sidewalk, compaction testing, trenching for power, surveying & staking, striping & stenciling, traffic control, engineering, inspection, prime coat aggregate, performance or warranty bond.
**TERMS:** Net due upon 30 days of invoice date. 1.5% per month charged on past due accounts.
**WA State Sales Tax to be added when applicable.**
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact: Admin Services/Jenna Young</th>
<th>Council/Wrkshp Mtg Date: May 22, 2007</th>
<th>Agenda Bill Number AB07-114</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance Number:</td>
<td>Resolution Number: 1692</td>
<td>Councilmember Sponsor:</td>
</tr>
</tbody>
</table>

**BUDGET INFORMATION**

- **2007 Budget Amount**: $3214
- **Required Expenditure**: $3214
- **Impact**: $3214
- **Remaining Balance**: $3214

**Explanation**: There is a charge of 6.5% of City’s L&I premiums for an administrative fee. The administrative fee is refunded back to each City in the program annually. The amount listed above is the amount of the fee for the last six months of the year.

**Agenda Subject**: Authorization for the Mayor to sign the AWC Retro Comp Agreement and L&I Group Membership and Authorization for Release of Insurance Data.

**Administrative Recommendation**: Approve.

**Background Summary**: This resolution authorizes the Mayor to sign an Agreement to participate in the AWC Worker’s Comp Retro-Rating program. This is a pool concept where participating cities are rated on their group experience and actively administer their safety programs to prevent industrial accidents. Based upon our past few years experience, the City would have saved several thousand dollars in L&I premiums had we been in the pool. We will continue to pay the same L&I premiums plus a service fee (which will be refunded every year), but as our Retro Rating decreases we will share in the savings of the pool. The AWC works actively with each City in the pool to increase safety training, manage claims and decrease loss.

**Council Committee Dates**: Finance Committee:  
Public Safety Committee:  
Community Development & Planning Committee:  
Council Workshops: May 15, 2007

**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: Committee  
Council Tabled Until: Council Meeting Dates: 05/22/07

**Signatures**:  
Dir. Authorization  
Mayor  
Date City Attorney Reviewed:
RESOLUTION NO. 1692

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PARTICIPATION AGREEMENT AND GROUP ENROLLMENT APPLICATION FOR THE AWC WORKERS’ COMPENSATION AND GROUP RETRO PROGRAM.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the AWC Workers’ Compensation Group Retro Program Participation Agreement and L&I Application for Group Membership and Authorization for Release of Insurance Data.

PASSED by the City Council this 22nd day of May, 2007.

____________________________
Neil Johnson Jr., Mayor

ATTEST:

____________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

____________________________
James Dionne, City Attorney
APPLICATION FOR GROUP MEMBERSHIP AND AUTHORIZATION FOR RELEASE OF INSURANCE DATA

Mail to association

Association of Washington Cities
1076 Franklin Street SE
Olympia, WA 98501-1346

Retro ID 122

UBI 277 000 893

Account ID 162 994 – 00

Application Deadline 6/15/07

Coverage Year Beginning 07/01/07

Employer

City of Bonney Lake

If you have more than one L&I industrial insurance account you must enroll all sub accounts that are of a similar business nature. You may elect to enroll all dissimilar businesses. If you want to enroll dissimilar businesses, please check the sub account box.

If you have questions about this requirement please contact the business association listed above or L&I at (360) 902-4851.

As a member of the sponsoring organization listed above, this employer applies for enrollment in the retrospective rating group sponsored by the organization. L&I will notify the sponsoring organization of acceptance or denial of your application to participate in the group. It is the responsibility of the sponsoring organization to notify you of this acceptance or denial. As a prerequisite of enrollment each of your industrial insurance accounts must be in good standing at the time of enrollment or you will not be allowed to participate in retrospective rating.

By signing this application, the employer named above agrees with all of the following conditions:

- L&I will automatically re-enroll the employer as a member of the group in future coverage periods provided the employer’s industrial insurance account is in good standing at the time of re-enrollment. If the employer does not want to participate in future coverage periods the employer or sponsoring organization must notify L&I in writing prior to the beginning of the respective coverage period.
- The employer authorizes L&I to furnish the sponsoring organization or their designee with data and information obtained from the employer’s industrial insurance account(s).
- The sponsoring organization will represent the employer in all matters applicable to retrospective rating participation and the employer’s industrial insurance account(s).
- The employer agrees to comply with L&I rules, regulations and laws and is bound by the terms of the agreement between the sponsoring organization and L&I.
- The employer will cooperate with L&I claims management activities and will participate in the sponsoring organization’s claims management and workplace safety initiatives.
- All retrospective rating adjustments that may be earned by the employer will be given to the sponsoring organization. L&I is not involved in the distribution of a group refund to the individual group members except in the case of defunct group.

These conditions are in effect immediately and will remain in effect through the term of any agreement between the sponsoring organization and L&I.

NOTE: L&I disclaims any interest in any other contract you may enter into with the sponsoring organization as their prerequisite of your participation in the retrospective rating group that they sponsor, and L&I neither approves or disapproves of any language or provision contained in these other contracts.

RETURN this application directly to the above organization.

DO NOT send this application directly to L&I.

Signature of an owner, partner or corporate officer of the employer named above is required to participate in this retrospective rating group.

Type or print name
Neilan Johnson, Jr.

Title
Mayor

Date
Owner, partner, corporate officer

Signature

F250-016-000 app for group membership and authorization for release of insurance data 4-04
Association Of Washington Cities
WORKERS' COMPENSATION GROUP RETRO PROGRAM
PARTICIPATION AGREEMENT AND GROUP ENROLLMENT APPLICATION
Government, Utilities & Related Services

As a member in good standing with the Association of Washington Cities

The City of Bonney Lake
Member Name

162-994-00
L&I Account Number

Enrolls by this agreement as a participating member in the Group Retrospective Rating Plan Agreement submitted by AWC.

This contract agreement renews provided the member submits, and is approved by Labor & Industries, a valid "Application For Group Membership And Authorization For Release Of Insurance Data" (L&I retro application form).

1. Goals of the Plan:

   A. Offer participants an opportunity to qualify for refunds on Standard Premium paid to the Department of Labor & Industries
   B. Reduce the frequency and severity of industrial injuries; and
   C. Reduce participants' experience factor

2. Administration & Management of the Plan:

   AWC will be responsible for the day-to-day operation of the Plan. Duties include, but are not limited to:

   A. Assisting plan participants in reducing the frequency and severity of industrial injuries;
   B. Educating plan participants in the most appropriate ways to control costs;
   C. Claims Management Services;
   D. Introduction and training materials;
   E. Annual Retrospective Review; and
   F. Administration of State Fund claims while enrolled in AWC Group Program.
   G. Loss Control and Risk Management Services.
AWC Retro Advisory Committee

A committee consisting of no more than seven member cities/towns will be assembled to advise the AWC Retro Plan Administrator on operational issues including contract terms, distribution of refunds, program enhancements, conditions for continued participation and other issues. This committee shall meet at least once per year to develop policy, review participants, adjust the contract terms or address any other issues regarding the successful administration of the plan.

3. Member Agrees To:

A. During contract term, maintain an individual account for workers’ compensation insurance in good standing with the Department of Labor & Industries;
B. Comply with all applicable laws, rules and regulations set forth by L&I;
C. Participate in safety and loss control programs available as an AWC Retro Plan member;
D. Maintain membership in the Association of Washington Cities through the final retro year adjustment;
E. Pay a Service Fee of six and one half percent (6.5%) of total Industrial Insurance Premium, billed annually in January.
F. If you do not pay your service fee as agreed the member will forfeit any refund.

4. Refunds/Adjustments:

A. It is understood and agreed by the employer that all refunds, exceeding Service Fees of six and one half percent (6.5%) of Industrial Insurance Premium, will be made on the basis of a merit rated formula based on performance. However, should the Member’s retro premium exceed their standard premium, the member will not be eligible for a refund beyond their service fee. Plan participants also acknowledge that returns are based on a number of factors, such as premium size, claim costs, and related factors, therefore returns are not guaranteed.

B. Employers acknowledge that AWC is enrolled in Plan A2 with a Maximum Premium Ratio (MPR) of 1.15. If a group assessment develops for any Plan Year, those members that caused the assessment will be assessed first, up to a maximum liability of fifteen percent (15%) of the participating member’s Standard Premium. If necessary to cover the assessment, the remaining members shall pay the balance on the basis of their individual percentage of the total group premium. Penalties become due and payable within 30 days of notification of the amount. If you do NOT re-enroll in the program, any refund will be held until the final adjustment of that Retro year.

5. Indemnification/Liability:

Each party shall indemnify and hold harmless the other and its directors, officers, employees, agents, parents, subsidiaries, successors and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, and expenses (including reasonable attorney’s fees) arising out of or resulting from, in whole or part, the acts or omissions of the indemnifying party, its employees, agents or contractors and the indemnifying party’s affiliated companies and their employees, agents or contractors.

Authorized By:

[Signature]

Mayor

(Printed Name)

(Title)

(Address/Street)

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

<table>
<thead>
<tr>
<th>Department/Staff Contact: Admin Services/Jenna Young</th>
<th>Council/Wrksp Mtg Date: May 22, 2007</th>
<th>Agenda Bill Number AB07-120</th>
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<tr>
<td>Ordinance Number:</td>
<td>Resolution Number: 1694</td>
<td>Councilmember Sponsor:</td>
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**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
</table>

**Explanation:**

**Agenda Subject:** Authorization for the Mayor to sign an Agreement with Training Resources and Information Network (TRAIN)

**Administrative Recommendation:** Approve

**Background Summary:** TRAIN is a consortium of local, state and federal governmental agencies whose mission is to improve the quality of public services by developing, accessing, and expanding learning resources for public agencies and their employees. The group meets regularly to identify needs or challenges and corresponding resources. As a result, a number of collaborations have occurred over the past four years. Pierce County Human Resources Organizational Development and Training unit has partnered on different projects with the cities of Puyallup, Edgewood, Tacoma, University Place, Lakewood, the Tacoma/Pierce County Health Department, BATES Technical College and Clover Park Technical College. Because of this partnering, employees from all agencies have had increased access to training, facilitated meetings and conferences. The cost to attend training sponsored by other entities is usually minimal and in some cases may not cost anything.

<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: May 22, 2007</td>
<td>Planning Commission:</td>
<td>Park Board:</td>
</tr>
<tr>
<td>Public Safety Committee:</td>
<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
</tr>
<tr>
<td>Community Development &amp; Planning Committee:</td>
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<tr>
<td>Council Workshops:</td>
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**Council Action:**

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

**Signatures:**

Dir. Authorization: [Signature]  
Mayor: [Signature]  
Date City Attorney Reviewed: 5-14-07
RESOLUTION NO. 1694

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PARTICIPATION AGREEMENT WITH TRAINING RESOURCE AND INFORMATION NETWORK

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Training Resource and Information Network (TRAIN) Interlocal Agreement.

PASSED by the City Council this 22nd day of May, 2007.

__________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
**The Training Resource And Information Network (TRAIN)**

**Interlocal Agreement**

**THIS AGREEMENT** is entered into this day by and between the Member Agencies who are public agencies and signatories to this Agreement.

WHEREAS, the parties desire to improve the quality of public services by developing, accessing and expanding learning resources for the Member Agencies and their employees;

WHEREAS, as recipients of public tax dollars, the parties are obligated to the citizens of their communities to wisely and effectively use the funds under their control to train, develop and retain quality employees;

WHEREAS, the parties provide similar services to the public, their employees require similar learning opportunities to maintain an excellent level of knowledge, skills, abilities and service;

WHEREAS, the needs of each party's jurisdiction are similar and the ability to meet those needs varies;

WHEREAS, through careful and creative sharing of the parties' various resources all Member Agencies can expand their capacity to offer training and development services to their employees, expand their resource pool, and avoid duplication of services;

WHEREAS, the parties are all public agencies and would be mutually advantaged by cooperating in the provision of services.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed between the parties as follows:
TERMS OF THE AGREEMENT

SECTION 1. PURPOSE. The purpose of TRAIN shall be to improve the quality of public services by developing, accessing and expanding learning resources for public agencies and their employees.

SECTION 2. PARTIES' OBLIGATIONS. The parties shall provide services to TRAIN as set forth in this Agreement.

SECTION 3. TERM OF THE AGREEMENT. The Agreement shall be effective as to each party upon signature and until such time as the party provides notice of non-renewal or termination of its participation, according to the Notice Provisions of this Agreement. Non-renewal or termination will be effective immediately unless there is an active letter of agreement obligating that party to a service or event. In that event, the non-renewal or termination will be effective when the letter of agreement has been fulfilled.

SECTION 4. INDEMNIFICATION AND DEFENSE. Member Agencies shall defend, indemnify, and save harmless other Member Agencies, their officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the Member Agency, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the Member Agencies do not assume liability or responsibility for or in any way release other Member Agencies from any liability or responsibility which arises in whole or in part from the existence or effect of a Member Agency's ordinances, rules, regulations, resolutions, customs, policies, or practices (hereinafter, "regulations"). If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such regulation is at issue, that Member Agency shall defend such claims at its sole expense, and if judgment is entered or damages are awarded solely on such claims against that Member Agency, another party or other parties, that Member Agency shall satisfy the same, including all chargeable costs and attorney's fees.
SECTION 5. NO THIRD-PARTY BENEFICIARY. The TRAIN network does not intend by this Agreement to assume any contractual obligations to anyone other than the Members as set forth in this Agreement, and the Members do not intend by this Agreement to assume any contractual obligations to anyone other than the TRAIN Member Agencies as set forth in this Agreement. The network and the Member Agencies do not intend that there be any third-party beneficiary to this Agreement.

SECTION 6. INSURANCE COVERAGE. The Member Agencies shall maintain at all times during the course of this Agreement either a Commercial general liability insurance policy of $1,000,000 or self insured comparable coverages.

SECTION 7. NON-DISCRIMINATION. The parties certify that they are Equal Opportunity Employers.

SECTION 8. Assignment. No party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of all other parties.

SECTION 9. NOTICE PROVISIONS. Any formal notice or communication to be given by a Party under this Agreement shall be deemed properly given if e-mailed, delivered or mailed postage prepaid and addressed to the signatories to this Agreement at the addresses specified herein.

SECTION 10. RELATIONSHIP OF THE PARTIES. The parties intend that an independent contractor/governmental agency relationship be created by this Agreement. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between any of the parties and another party’s agents or employees. Each party shall retain all of its authority for rendering services, standards of performance, control of personnel, and other matters incident to the performance of this Agreement.
Nothing in this Agreement shall make any employee of a party an employee of another party for any purpose including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to any party's employees by virtue of their employment with that party.

SECTION 11. WAIVER. No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. ENTIRE AGREEMENT. This Agreement contains all of the Agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SECTION 13. CONTRACT ADMINISTRATION. Pierce County shall be responsible for maintaining this original contract and for providing notice of additional Members to the other Members.

SECTION 14. CONTRACT NOTIFICATION. All changes, additions, deletions or non-renewals will be delivered to Pierce County Human Resources Department at 615 South 9th St. Suite 200, Tacoma, WA. 98405.

SECTION 15. AMENDMENT. Provisions within this Agreement may be amended with the mutual consent of the parties hereto; however, new Member Agencies to this Agreement may be added by Pierce County at any time without the mutual consent of the parties and shall be effective for the remainder of the contract term. No other additions to or alterations of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of the parties.

SECTION 16. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING. This Agreement does not provide for the acquisition, holding, or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There
shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

SECTION 17. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 18. GUIDING PRINCIPLES.
1. Each party has proprietary “rights” to their own resources.
2. Each party identifies their own resources to be included in the pool.
3. Member Agencies “join” by requesting or offering resources or services and agreeing by signature of authorizing agent to the guiding principles and procedures of this Agreement. Member Agencies will each designate a representative to TRAIN who will be authorized to renew this agreement annually by signature in November for the following calendar year.
4. This agreement is subordinate to other existing interlocal agreements, contracts including collective bargaining agreements, and federal, state or local laws.
5. This Agreement shall not relieve any public agency of any obligation or responsibility otherwise imposed upon it by law.

SECTION 19. The following, as defined herein, may be utilized by the TRAIN network:

Open Services: When there is no significant cost incurred by the providing Member Agency such as space available in scheduled courses.

Shared Resources: Those resources identified by the Member Agency available to the network which may include:

- Services: Trainers, facilitators, mediators, consultants
- Resources Purchased by TRAIN Agency Members: videos, curricula, materials provided that each entity shall comply with any procurement and/or bidding requirements applicable to that entity.
- Resources Created by Member Agencies: videos, curricula, training materials, online courses.
- Existing Resources: Space, materials, videos, books.
**Tailored services:** Services provided when one Member Agency provides services exclusively to another and tailored to that jurisdictions' needs. Charges for tailored services will be for actual expenses (staff time, materials, costs incurred). This could include training, facilitation, consultation and mediation.

**Shared Events:** Conferences, workshops, presentations, seminars.

**Other:** Resources and services deemed appropriate by the parties.

**SECTION 20. ARRANGEMENT FOR SERVICES.** Services can be arranged through a letter of agreement or engagement from one authorized TRAIN Agency Member to another referencing this contract. Such letters would outline the scope of services to be provided, dates of delivery and procedures for payment if appropriate.

**SECTION 21. PAYMENT FOR SERVICES.** Any payment for services will reference this contract and follow participating agency procedures. Payment may be on a cost per participant basis, cost based on expected level of participation or actual cost for materials consumed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated:
Pierce County
Contract Signature Page

Train Interlocal Agreement – (Open-Ended)

Contract #52238

In Witness Whereof, the parties have executed this Agreement this 25th day of October, 2005.

Pierce County:

Approved as to legal form only:

By Deeindle 10/10/05
Deputy Prosecuting Attorney Date

Recommended:

By 10/24
Budget & Finance Date

Approved:

By 10/3/05
Department Director Date
(less than $250,000)

By N/A
Pierce County Executive Date
($250,000 or more)
City of Bonney Lake  
P.O. Box 7380  
Bonney Lake, WA 98391-0094  

Authorized signator for agency  
Neilan Johnson, Jr., Mayor  

---  

Printed name/Title  

---  

to be identified by agency  

---  

to be identified by agency (as to form only)  

---  

Notification provided to:  

Name: Neilan Johnson, Jr., Mayor  
Address: P.O. Box 7380  
        Bonney Lake, Washington 98391-0094  

Telephone: (253) 447-4331  
Fax: (253) 862-8538  
E-mail: youngj@ci.bonney-lake.wa.us
City of Bonney Lake  
P.O. Box 7380  
Bonney Lake, WA 98391-0094

Contract # 52238/TRAIN 06

Authorized signator for agency
Neilan Johnson, Jr., Mayor


to be identified by agency

Printed name/Title


to be identified by agency (as to form only)

Printed name/Title

Notification provided to:
Name: Neilan Johnson, Jr., Mayor
Address: P.O. Box 7380  
Bonney Lake, Washington 98391-0094

Telephone: (253) 447-4331  
Fax: (253)862-8538  
E-mail: youngj@ci.bonney-lake.wa.us
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact: Admn Svcs/Edvalson</th>
<th>Council/Wrkshp Mtg Date: May 22, 2007</th>
<th>Agenda Bill Number: AB07-121</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance Number:</td>
<td>Resolution Number: 1695</td>
<td>Councilmember Sponsor:</td>
</tr>
</tbody>
</table>

**Budget Information**

<table>
<thead>
<tr>
<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
</table>

**Explanation:** No budget impact.

**Agenda Subject:** Re-designation of agents of the City to receive claims for damages under the provisions of RCW 4.96.020.

**Administrative Recommendation:** Adoption.

**Background Summary:**
In May 2002, the City Council adopted Resolution 978 designating the City Clerk and/or the Deputy City Clerk as agents of the City to receive claims for damages under the provisions of RCW 4.96.020. The document was recorded as per law with the County Auditor shortly thereafter. It is the City Attorney’s opinion that we should update the document to correct the zip code and listed agents. Proposed Resolution 1695 corrects the zip code and lists the City Clerk and City Administrator as the City’s agents for receipt of service of claims. The City no longer has an employee with the title of Deputy City Clerk.

<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: 05/22/07</td>
<td>Planning Commission:</td>
<td>Park Board:</td>
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<tr>
<td>Public Safety Committee:</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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**Council Action:**

<table>
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<tr>
<th>Council Call for Hearing:</th>
<th>Council Hearings Date:</th>
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<tbody>
<tr>
<td>Council Referred Back to:</td>
<td>Workshop:</td>
</tr>
<tr>
<td>Council Tabled Until:</td>
<td>Council Meeting Dates: 05/22/07</td>
</tr>
</tbody>
</table>

**Signatures:**

<table>
<thead>
<tr>
<th>Dir. Authorization</th>
<th>Mayor</th>
<th>Date City Attorney Reviewed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>05/15/07</td>
</tr>
</tbody>
</table>
DATE: 05/14/07

ORIGINATOR: Woody Edvalson  TITLE: Administrative Services Director

SUBJECT/DISCUSSION: Proposed Resolution 1695–Agents for Service of Claims
Staff realized that the current resolution on file with the County Auditor designating agents for the City to receive liability claims is outdated. The City no longer has the position of Deputy City Clerk and the zip code has changed since 2002. The City Clerk and City Administrator are, respectively, the City’s primary and alternate representatives to the Washington Cities Insurance Authority, and are the city employees most knowledgeable with the claims administration process.

ORDINANCE/RESOLUTION NO. 1695 (AB07-121)

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend the attached resolution for adoption by the City Council.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

| MAYOR | X |
| FINANCE DIRECTOR | X |
| CITY ATTORNEY | X |

BUDGET INFORMATION

<table>
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<tr>
<th>BUDGETED ITEM</th>
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<tr>
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<td>Remaining Balance</td>
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</table>

(Note: If budgeted item, attach copy of budget page and identify)

Explaination: No significant impact.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

| Dan Swatman, Chair, Finance | DATE | APPROVED | DISAPPROVED |
| Phil DeLeo, Chair, Public Safety | | |
| James Rackley, Chair, CDC | | |

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:

| CITY CLERK | FINANCE DIRECTOR | CITY ATTORNEY |

Please schedule for Council Meeting date of: May 22, 2007
Consent Agenda - □ Yes □ - No
RESOLUTION NO. 1695

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DESIGNATING AND APPOINTING THE CITY CLERK AND/OR CITY ADMINISTRATOR AS AGENTS OF THE CITY OF BONNEY LAKE TO RECEIVE CLAIMS FOR DAMAGES UNDER THE PROVISIONS OF RCW 4.96.020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON AS FOLLOWS:

1. Pursuant to RCW 4.96.020, the designated agent and address for the receipt of any claim for damages pursuant to Chapter 4.96 RCW:

   City Clerk and/or City Administrator
   City of Bonney Lake
   19306 Bonney Lake Blvd. (street address)
   P. O. Box 7380 (mailing address)
   Bonney Lake, WA 98391

2. Other than vacation, sick leave, and other temporary absences, the City Clerk and/or City Administrator shall be available to receive claims for damages during normal business hours at the City Hall.

3. This Resolution shall be recorded with the Pierce County Auditor.

4. All claims for damages against the City of Bonney Lake shall be presented to one of the above-designated agents within the applicable period of limitations within which an action must be commenced.

PASSED by the City Council this 22nd day of May, 2007.

__________________________
Neil Johnson Jr., Mayor

ATTEST: APPROVED AS TO FORM:

Harwood T. Edvalson, City Clerk    James Dionne, City Attorney
RESOLUTION NO. 978


WHEREAS, ESHB 1530 requires local governments to appoint an agent to receive claims for damages made under RCW Chapter 4.96 and to have this information recorded with the auditor of the county in which each local government is located;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, THAT:

1. Pursuant to RCW 4.96.020, the designated agent and address for the receipt of any claim for damages pursuant to Chapter 4.96 RCW:

   City Clerk and/or Deputy City Clerk
   City of Bonney Lake
   19306 Bonney Lake Blvd. (street address)
   P. O. Box 7380 (mailing address)
   Bonney Lake, WA 98390

2. Other than vacation, sick leave, and other temporary absences, the City Clerk and/or Deputy City Clerk shall be available to receive claims for damages during normal business hours at the City Hall.

3. This Resolution shall be recorded with the Pierce County Auditor.

4. All claims for damages against the City of Bonney Lake shall be presented to the above-designated agent within the applicable period of limitations within which an action must be commenced.

PASSED by the City Council this 14th day of October, 2001.

[Signature]
Robert Young, Mayor

ATTEST:

[Signature]
Gayle Butcher, City Clerk

APPROVED AS TO FORM:

[Signature]
James Dionne, City Attorney
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

<table>
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<tr>
<th>Department/Staff Contact:</th>
<th>Council/Wrkshp Mtg Date:</th>
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<tbody>
<tr>
<td>PW Director - Dan Grigsby</td>
<td>22 May, 2007</td>
<td>AB07-108</td>
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<tr>
<th>Ordinance Number:</th>
<th>Resolution Number</th>
<th>Councilmember Sponsor:</th>
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**BUDGET INFORMATION**

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<tr>
<th>2007 Contract Amount</th>
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<td>$0</td>
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**Explanation:**  
001-042-542-10-048

**Agenda Subject:** Recommend that the City Council accept the Stump Grinding project as completed as of April 18, 2007 and release retainage of $4,732.50.

**Administrative Recommendation:**

**Background Summary:** Recommend that the City Council accept the Stump Grinding project as completed and release retainage of $4,732.50.

West Coast Stump Grinding has submitted their final pay estimate and the project have been accepted by the Assistant Public Works Director. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

<table>
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<td>Council Workshop:</td>
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<th>Council Call for Hearing:</th>
<th>Council Hearings Date:</th>
<th>Council Referred Back to:</th>
<th>Workshop:</th>
<th>Committee</th>
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**Council Tabled Until:**

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<tr>
<th>Council Meeting Dates:</th>
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</table>

**Signatures:**

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

DATE: May 7, 2007

ORIGINATOR: Dan Grigsby TITLE: PW Director

SUBJECT/DISCUSSION: Recommend that the City Council accept the Stump Grinding project as completed as of April 18, 2007 and release retainage of $4,732.50.

ORDINANCE/RESOLUTION:

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE: Recommend that the City Council accept the Stump Grinding project as completed and release retainage of $4,732.50.

West Coast Stump Grinding has submitted their final pay estimate and the project have been accepted by the Assistant Public Works Director. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

FINANCE DIRECTOR __________
CITY ATTORNEY __________

BUDGETED ITEM:

<table>
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001-042-542-10-048

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairperson 5-7-07
Mark Hamilton 5-6-07
David Bowen 5-07-07

COMMITTEE COMMENTS:

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

Please schedule for Council Meeting date of: May 22, 2007

Consent Agenda: X Yes □ No
# Statement

<table>
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<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<td>3/9/07</td>
<td>Grinding &amp; removal of debris &amp; labor</td>
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<td></td>
<td>Tax</td>
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**CITY OF BONNEY LAKE**

Approved by: [Signature]

Date: 4/1/07

**P O #** 02.7633

**NEW BALANCE** 944.45
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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<tbody>
<tr>
<td>Admin Srvc/Edvalson</td>
<td>May 22, 2007</td>
<td>AB07-115</td>
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| Ordinance Number:           | Resolution Number:          | Councilmember Sponsor:  |

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</tbody>
</table>

**Explanation:** No budget impact.

**Agenda Subject:** Motion to cancel the June 19th and July 3rd Council Workshops.

**Administrative Recommendation:**

**Background Summary:** The evening of June 19th is the opening reception of the AWC Annual Conference in Tacoma. When attending an out-of-town location, Council has often cancelled their Tuesday meeting the week of the AWC Annual Conference. The July 3rd Council Workshop occurs on the evening before a City/National holiday. It has been suggested these workshops be cancelled.

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<tr>
<td>Council Workshops: 05/15/07</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:**

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

<table>
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<tr>
<th>Department/Staff Contact:</th>
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<tbody>
<tr>
<td>Don Morrison</td>
<td>May 22, 2007</td>
<td>AB07-98</td>
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Ordinance Number: D07-98
Resolution Number:
Councilmember Sponsor:

BUDGET INFORMATION

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<tr>
<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
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</tr>
</thead>
</table>

Explanation: NA

Agenda Subject: WASHINGTON MASTER LICENSE PROGRAM and BLMC Chapter 5.08 business license ordinance update

Administrative Recommendation: Approve as written

Background Summary: The Washington Master License Service (MLS) now processes business license applications for many cities. This means new and renewing businesses are able to use the Master Business Application and addenda to apply for a city business license at the same time they apply for state licenses and registrations. This coordinated one stop shop will improve customer service. One of the biggest benefits is an increase in compliance. A business doesn’t get a state license unless they have the City license as well. The City will also save money in administrative and labor costs. This may happen in many ways, usually by not printing renewal and application forms, by not having to mail out forms, by not having to send delinquent notices, and by not having a staff person spend time on many of the administrative tasks associated with business licensing. If the City needs information that is not asked by the Master Application, DOL has a generic master application addendum form for cities.

The biggest change is from a business license fee based on the number of employees to a flat fee (proposed at $60/year). The fee was set to be approximately revenue neutral. The City’s ordinance was also updated and other sections added. We looked at the recommended ordinance changes from the DOL as well as the current ordinances of similarly sized cities Tumwater, Issaquah, and Monroe, which are current participants in the MLS program, and added pertinent language from those cities.

Council Committee Dates: 
- Finance Committee: 5/8/07
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshops:

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

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

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

Signatures:
- Director/Authorization:
- Mayor:
- Date City Attorney Reviewed:
FINANCE COMMITTEE

DATE: May 3, 2007

ORIGINATOR: Don Morrison TITLE: Business License Fees and Regulations

SUBJECT/DISCUSSION: This ordinance updates the City’s business license fee and regulations in preparation to joining the Washington DOL Master License Program. The major change is a flat fee vs. a fee based on the number of employees. This ordinance is estimated to be roughly revenue neutral, although we expect a future increase in revenues as the State will more likely catch those businesses that have a state license and no City license. DOL will not issue a State Master License to those businesses which don’t have their accompanying City license. The ordinance would take effect 1/1/08, giving both the State and City ample time to ready the conversion.

ORDINANCE/RESOLUTION: D07-98

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

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

BUDGET INFORMATION
BUDGETED ITEM: TOTAL COST:
NA

<table>
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<th>2007 Budget Amount</th>
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Explanation:

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COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL
DATE APPROVED DISAPPROVED
Dan Swatman, Chairperson 5-8-07
Phil DeLeo, Chair, Public Safety 5-8-07
Jim Rackley, Chair CDC 5-8-07

COMMITTEE COMMENTS:

-----------------------------------------------------

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

Please schedule for Council Meeting date of: May 22, 2007
ORDINANCE NO. D07-98

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 5.08 OF THE BONNEY LAKE MUNICIPAL CODE AND THE CORRESPONDING PORTIONS OF ORDINANCE NOS. 990, 894, 847, 826, 307, AND 307A, RELATED TO BUSINESS LICENSES.

WHEREAS, the City Council finds it in the public interest to participate in the Washington State Master License Program; and

WHEREAS, participation in the program requires the City's business license ordinance to be updated and made compatible with the requirements of the Master License Program; and

WHEREAS, the Council otherwise desires to update its business license ordinance;

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

Section 1. BLMC Section 5.08 and the corresponding portions of Ordinances Nos. 990, 894, 847, 826, 307, and 307A are hereby amended to read as follows:

5.08.010 Purpose - Revenue license power. The purpose of this chapter is to provide a means for obtaining public information and compiling statistical information on existing and new business in the city, to regulate and ensure the legal conduct of businesses, and to assist in the effective administration of health, fire, building, zoning and other codes of the city. The provisions of this chapter shall be deemed an exercise of the power of the city to license for revenue.

5.08.020 Definitions. In construing the provisions of this chapter, except when otherwise declared, or clearly from the context a different meaning is intended, the following definitions shall be applied:

A. "Business,"—includes all activities, occupations, trades, pursuits or professions located within the city, with the object of gain, benefit or advantage to the taxpayer, or to another person or class, directly or indirectly. "occupation" or "pursuit" includes all home occupations, wholesalers, retailers, service providers, towing operators, peddlers, canvassers, solicitors, for-hire vehicles, limousine services, pawnbrokers, secondhand dealers and junk dealers having the objective of economic gain, benefit or advantage to the person, firm or corporation, or to another person or class, directly or indirectly, whether part-time or full-time. Each business location shall be deemed a separate business. For the purposes of this chapter, the owner of any apartment building or buildings containing an aggregate of 10 or more rental units located on a single or contiguous lots and the owner of any business or commercial building containing any rental units shall be considered to be engaged in a "business."
B. “Cabaret” means a business establishment which provides or allows live music, dancing or entertainment on the premises, including closed circuit television or similar electronic communication where an admission charge is collected, in association with another licensed business; provided, that such entertainment is limited to not more than 150 events per calendar year and the words “live music” and “entertainment” do not apply to radios or mechanical music devices. A fundraising event sponsored by a nonprofit organization shall not be considered a cabaret.

C. “Employee” means any person employed at any business location within the city and in addition includes all persons who are self-employed.

D. “Engaging in business” means commencing, conducting or continuing in any business, or carrying on of any form of activity for gain, profit or advantage, whether director or indirect, with an office, post office box, or place of business being located within the city limits; and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators hold themselves out to the public as conducting such business, except those businesses subject to the City’s utilities tax, BLMC Chapter 5.04.

E. “Person” means any individual, firm, partnership, company, corporation, association, receiver, consignee, trustee in bankruptcy, trust, estate, joint venture, club, joint stock company, business trust, society or any group of individuals acting as a unit.

F. “Taxpayer” includes any person who engages in business or who is required to have a business license under this chapter, or who is liable for the collection of any license fee or tax under this chapter, or who performs any act, for which license fee or tax imposed by this chapter.

G. “Year” means January 1st to December 31st.

5.08.030 Fees designated. On or after January 1, 1982, there is levied upon and shall be collected from every person engaging in business in the city an annual regulation for the privilege of engaging in business activities. Such regulation shall be measured by the greatest number of employees of each business employed between January 1st and December 31st preceding the year in which the license fee is payable as follows:

Employment of:

1—2 employees $30.00
3—5 employees $60.00
6—12 employees $120.00
13—25 employees $300.00
26—50 employees $600.00
50+ employees $900.00

Annual business licenses shall become due and payable February 1st of each calendar year.

Businesses must notify the city once they are no longer in business. There will be a $25.00 penalty for late business registration renewal payments received after February 1st.

The fee for the license required by this chapter shall be sixty dollars ($60.00) per year. The fee may be pro-rated as necessary to conform to Section 5.08.070.
5.08.035 Fees—Number of employees—New businesses.

As to new businesses the applicant for a business license shall be required to estimate the number of persons which are expected to be employed and shall report to the city should the number of employees exceed said estimate and an additional fee as provided herein shall be paid.

5.08.040 Cabaret fee. A. For every establishment operating as a cabaret, as defined in BLMC 5.08.020, a fee of $100.00 per year for a supplemental business license shall be collected from retail establishments who charge admission for entertainment. A cabaret subject to this fee must apply directly to the city for the supplemental business license separately from the application for the general city business license that is submitted through the Master License Service.

B. Fundraising events sponsored by nonprofit organizations are exempt from cabaret licensing fees.

5.08.050 Exemptions. The provisions of this chapter shall not apply to:

A. Fraternal benefit societies, as defined in RCW 48.36A.010, fraternal fire insurance associations, as prescribed in subdivision 3 of Rem. Rev. Stat. Section 7131WAC 458-20-163, and beneficiary corporations or societies organized under and existing by virtue of RCW 24.16.010 and 24.16.140, inclusive, if such corporations or societies provide in their bylaws for payment of death benefits as set forth in RCW 24.16.020 and 24.16.100; Beneficiary corporations or societies organized under and existing by virtue of Title 24 RCW, if such beneficiary corporations or societies provide in their bylaws for the payment of death benefits. This exemption, however, is limited to gross income from premiums, fees, assessments, dues or other charges directly attributable to the insurance or death benefits provided by such persons. It is not intended that all the varied, regular business activities (e.g., sales of food, liquor, admissions, and amusement devices receipts) of these societies or organizations be exempted from the business and occupation tax. Only that portion of income which can be demonstrated as directly attributable to charges made for providing death benefits is exempt.

B. Any activities of a temporary nature, such as contests, circuses, shows, auctions or other business licensed under another ordinance of the city;

C. Any instrumentality of the United States, state of Washington or political subdivision thereof;

D. Any religious society or association which operated any charitable hospital, clinic or institution devoted exclusively to the care or healing of human beings; provided, that no exemption is granted where the income thereof inures to the benefit of any physician, surgeon, stockholder or individual by reason of interest or ownership in or control of such hospital, clinic or other institution;

E. Any farmer or gardener who sells, delivers or peddles any fruit, vegetables, berries, butter, eggs, fish, milk, poultry, meats or any farm produce or edibles raised, caught, produced or manufactured by such person in any place in this state;

F. All persons engaged in parking vehicles with a lot capacity of not more than 15 cars.

G. Tax exempt non-profit organizations recognized by the State of Washington and the United States Government.
H. Nonprofit associations, clubs, or corporations maintained for the purpose of organized sports, charity, public school-related activities, or municipal related activities, including police or fire department reserve organizations.

I. The sales of daily newspapers, whether subscriptions are taken or not, or to the dissemination of news and information.

J. Vendors not otherwise engaged in business in the City who rent a booth or space, or are otherwise a participant, at a City-sanctioned or sponsored event such as Bonney Lake Days.

K. Minors doing business or operating a business concern where no other person is employed by the minor, such as babysitting, lawn mowing, etc.

5.08.060 License—Required. A. On and after January 1, 1970, no person shall engage in any business or activity in the city for which a license fee or tax is imposed by this chapter, without first having obtained and being the holder of a valid and subsisting license so to do, to be known as a “business license,” issued under the provisions of this chapter, as hereinafter provided, and without paying the license fee or tax imposed by this chapter, which license fee or tax shall accompany the application for the license. Such license shall expire at the end of the year in which it is issued, and a new license shall be required for each year. The application for a license shall be made to the city, on forms provided by such officer, which application shall set forth the name of the applicant, his residence, place of business, the nature of the business, and the amount of the license fee prescribed by this chapter, and shall be accompanied by a certificate of the city treasurer stating that the amount of the fee has been deposited with him by the applicant. Every license granted under this chapter shall be posted in a conspicuous place in the place of business of the licensee. Any license issued under and by the virtue of the provisions of this chapter shall be personal and nontransferable. In case business is transacted at two or more separate places by one taxpayer, a separate license for each place at which business is transacted with the public shall be required. Each license shall be numbered and shall show the name, place and character of business of the license.

B. All license fees and penalties provided in this chapter shall be paid by bank draft, certified check, cashier’s check, personal check or money order, or in cash. If payment is made by draft or check, the tax or fee shall not be deemed paid unless the check or draft is honored in the usual course of business; nor shall acceptance of any such check or draft by the treasurer be an acquittance or discharge of the tax or fee unless and until the check or draft is honored.

C. The city is authorized, but not required, to mail to taxpayers, forms for applications for licenses, but failure of the taxpayer to receive any such forms shall not excuse the taxpayer from making application for and securing the license required and payment of the license fee or tax, when and as due under this chapter.

D. If any person required by the terms and provisions of this chapter to pay a license fee for any period fails or refuses to do so, he shall not be granted a license for the current period until such delinquent license fee, together with penalties, has been paid in full.

A. No person shall engage in any business activity in the city without first having obtained a valid license to do so. Application for a license is made by submitting a Master Application and City Addendum form to the Master License Service of the state Department of Licensing. The application shall set forth the name of the applicant, place of business, the nature of the business, and such other information as may be required by the city or the Master License Service. The application shall include payment of the
license fee prescribed by this chapter, and the Master License Service handling fee. Every license granted under this chapter shall be posted in a conspicuous place in the place of business of the licensee. Any license issued under and by the virtue of the provisions of this chapter shall be personal and nontransferable. In case business is transacted at two or more separate places by one taxpayer, a separate license for each place of business shall be required. Each license shall be numbered and shall show the name, and place of business.

B. If any person required by the terms and provisions of this chapter to pay a license fee for any period fails or refuses to do so, he or she shall not be granted a license for the current period until such delinquent license fee, together with penalties, has been paid in full.

5.08.070 Payment of fees. License Term or Expiration. Each annual license fee herein provided for shall become due and payable on February 1st of each year as to any business registration under this chapter and in existence on such date. As to any business commenced during any year, the license fee shall be due and payable on the first day that business is transacted or carried on. (Ord. 990 Att. A, 2003; Ord. 894 § 3, 2001; Ord. 513 § 2, 1981; Ord. 307A § 3, 1979; Ord. 307 § 7, 1969). A. Each city license issued shall have a term as determined by the State of Washington Department of Licensing in cooperation with the City. The City license term or expiration date will be coordinated with the terms or expiration date of all other licenses or permits required by the State for each business.

B. Each annual license fee herein provided for shall become due and payable on the date established by the Master License Service. The annual license fee amount may be prorated to accommodate setting an expiration date for a license that matches the expiration date established for the business by the Master License Service.

5.08.080 Overpayment or underpayment of tax. If the city, upon investigation or upon checking returns, finds that the fee or tax paid on any of them is more than the amount required of the taxpayer, the city shall return the amount overpaid by a warrant upon the general fund. If the city finds that the fee or tax paid is less than required, the city shall mail a statement to the taxpayer showing the balance due, who shall within three days pay the amount shown thereon.

5.08.090 Failure to make application. If any taxpayer fails, neglects or refuses to file his application and pay any tax as and when required in this chapter, the city is authorized to determine the amount of the tax payable, and by mail to notify such taxpayer of the amount so determined. The amount so fixed shall thereupon become the tax and be immediately due and payable.

5.08.140 Authority of City. The city shall have the power, and it shall be its duty, from time to time, to adopt, publish and enforce rules and regulations not inconsistent with this chapter or with the law for the purpose of carrying out the provisions of this chapter, and it is unlawful to violate or fail to comply with any such rules or regulations.

5.08.120.110 Mailing of notices. Any notice required by this chapter to be mailed to any taxpayer shall be sent by ordinary mail, addressed to the address of the taxpayer as shown in the records of the city or if no such address is shown, to such address as the city is able
to ascertain by reasonable effort. Failure of the taxpayer to receive any such mailed notice shall not release the taxpayer from any tax or any penalties thereon, nor shall such failure operate to extend any time limit set by the provisions of this chapter.

5.08.130.120 License fee additional to others. The license fee and tax levied in this chapter shall be additional to any license fee or tax imposed or levied under the law of any other ordinance of the city except as otherwise expressly provided in this chapter.

5.08.140.130 Tax constitutes debt. Any license fee or tax due and unpaid under this chapter, and all penalties thereon, shall constitute a debt to the city and may be collected by court proceedings in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies.

5.08.150.140 Posting of license. Each person required to obtain a business license under this chapter shall at all times post said business license in the place of business for which it is issued.

5.08.150 Change of place of business. When the place of business of a person required to obtain a business license under this chapter is changed, the person shall inform the Master License Service and the city clerk of the change. A change of place of business may require the filing of a new Master Application with the Master License Service. Upon approval by the city of the new place of business, a new license shall be issued for the person’s new place of business.

5.08.160 Ownership change, license not transferable. When a licensed business changes ownership, the license of the previous owner may not be transferred to the new owner. The new owner shall apply for a license for that place of business by filing a Master Application with the Master License Service, in coordination with the city official designated by the Mayor to coordinate the Master License Service program.

5.08.170 Fraudulent use of business license. No person holding a city business license shall suffer or allow any other person for whom a separate license is required to operate under or display such person’s license and no person may maintain a business license obtained through a false or fraudulent application or return of any false statement or representation in or in connection with any such application or return for such business license.

5.08.180 Revocation of business license. The city may revoke the license issued to any person required to obtain a business license who is in default in any payment of any license fee or who shall fail to comply with any of the provisions of this chapter. Notice of such revocation shall be mailed to the person by the city, and on and after the date thereof any such person who continues to engage in business shall be deemed to be operating without a license and shall be subject to any or all penalties provided for in this chapter.

5.08.190 Compliance with codes required. Notwithstanding any contrary provision hereof, a business license issued under this chapter may not be issued to any person using or occupying any real property in violation of the provisions of the Bonney Lake
Municipal Code, including zoning, building and fire regulations and all amendments thereto.

5.08.200 Notice of noncompliance – Revocation – Final action. A pending application for renewal under this chapter shall be deemed in compliance with this chapter unless the applicant is notified by the city in writing that said application may not be granted because of noncompliance with the provisions of this chapter. In the event such notice is given, the applicant shall have ninety days from the date of such notice to comply with any section violated under this chapter prior to final action upon said application for renewal unless an extension for compliance is granted by the mayor.

5.08.210 Appeal to hearing examiner. Any person found by the city to be noncompliant with this chapter may appeal to the hearing examiner from such finding of the city within fifteen days from the time as such person was given written notice of the noncompliance. The city shall, as soon as practical, fix a time and place for hearing of such appeal, which time shall not be more than thirty days after filing a notice of appeal. The hearing examiner shall cause a notice of the time and place thereof to be mailed by certified mail, return receipt requested, to the person appealing the clerk’s proposed action. At such hearing, the person shall be entitled to be heard and to introduce evidence in his own behalf. The hearing examiner shall thereupon make a finding and notify the appellant thereof by mail. The city may, before the appeal is to be heard, by subpoena require the attendance at such hearing of any person and may require such person to produce any pertinent books and records. Any person served with such subpoena shall appear at the time and place therein stated and produce the books and records required, if any, and shall testify truthfully under oath administered by the hearing examiner as to any matter required of such person pertinent to the appeal and it shall be unlawful for such person to fail or refuse to do so. Hearing examiner action shall be final unless within thirty days thereof an appeal has been filed with Pierce County superior court by writ ofcertiori.

5.08.250 5.08.220 Violation – Penalty. A. Any violation of the provisions of this chapter or any rule or regulation adopted by the city pursuant thereto shall be a Class 1 civil infraction pursuant to Chapter 7.80 RCW.

B. Any taxpayer who engaged in, or carried on any business subject to a tax under this chapter without having his business license to do so shall be guilty of a violation of this chapter for such day during which the business is so engaged in, or carried on; and any taxpayer who fails or refuses to pay the license fee or tax, or any part thereof, on or before the due date, shall be deemed to be operating without having his license to do so.

Section 2. Sections 10 and 11 of Ordinance No. 826, Chapter 5.08 of Attachment “A” of Ordinance No. 990, and Ordinance Nos. 307, 307A, 847, and 894 are hereby repealed.

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this ordinance.

Section 4. This Ordinance shall take effect January 1, 2008, after its passage, approval and publication, as required by law.
PASSED by the City Council and approved by the Mayor this 22nd day of May, 2007.

__________________________
Neil Johnson, Jr.
Mayor

ATTEST:

__________________________
Harwood T. Edvalson
City Clerk, CMC

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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<td>May 22, 2007</td>
<td>AB07-110</td>
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<td>Resolution Number:</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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**Explanation:** NA

**Agenda Subject:** Agreement with WA DOL to participate in the MASTER LICENSE PROGRAM

**Administrative Recommendation:** Approve as written

**Background Summary:** This is the agreement for participation in the Washington DOL Master License Program. We expect a future increase in revenues as the State will more likely catch those businesses that have a state license and no City license. DOL will not issue a State Master License to those businesses which don’t have their accompanying City license. We also expect a decrease in City costs as the processing of the business license function would be transferred to the State. The switch would take place 1/1/08.

The Washington Master License Service (MLS) now processes business license applications for many cities. This means new and renewing businesses are able to use the Master Business Application and addenda to apply for a city business license at the same time they apply for state licenses and registrations. This coordinated one stop shop will improve customer service. One of the biggest benefits is an increase in compliance. A business doesn’t get a state license unless they have the City license as well. The City will also save money in administrative and labor costs. This may happen in many ways, usually by not printing renewal and application forms, by not having to mail out forms, by not having to send delinquent notices, and by not having a staff person spend time on many of the administrative tasks associated with business licensing. If the City needs information that is not asked by the Master Application, DOL has a generic master application addendum form for cities.

**Council Committee Dates:**
- Finance Committee: 5/8/07
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshops:

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

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

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

**Signatures:**
- Dir. Authorized: [Signature]
- Mayor: [Signature]
- Date City Attorney Reviewed:
FINANCE COMMITTEE

DATE: May 3, 2007

ORIGINATOR: Don Morrison  TITLE: Master Business License Agreement

SUBJECT/DISCUSSION: This is the agreement for participation in the Washington DOL Master License Program. We expect a future increase in revenues as the State will more likely catch those businesses that have a state license and no City license. DOL will not issue a State Master License to those businesses which don’t have their accompanying City license. We also expect a decrease in City costs as the processing of the business license function would be transferred to the State. The switch would take place 1/1/08.

ORDINANCE/RESOLUTION: Resolution No.

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

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

BUDGET INFORMATION
BUDGETED ITEM: TOTAL COST:
NA

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<th>2007 Budget Amount</th>
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Explanation:

__________________________________________________________

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL
DATE APPROVED DISAPPROVED

Dan Swatman, Chairperson 5-8-07

Phil DeLeo, Chair, Public Safety 5-8-07

Jim Rackley, Chair CDC 5-8-07

COMMITTEE COMMENTS: ____________________________

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

Please schedule for Council Meeting date of: May 22, 2007
RESOLUTION NO. 1689

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERAGENCY DATA SHARING AGREEMENT BETWEEN THE CITY AND THE STATE OF WASHINGTON FOR THE MASTER LICENSE SERVICE PROGRAM.

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 22nd day of May, 2007.

_________________________
Neil Johnson Jr., Mayor

ATTEST:

_________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

_________________________
James Dionne, City Attorney
INTERAGENCY DATA SHARING AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
AND
THE CITY OF BONNIE LAKE, WASHINGTON

This Agreement is made and entered into by and between the State of Washington Department of Licensing, hereinafter referred to as "DOL," or as "the State," and the

City of Bonney Lake
19306 Bonney Lake Boulevard
Bonney Lake, Washington 98391-0944
hereinafter referred to as "the City."

I. PURPOSE
It is the purpose of this Agreement to (1) authorize DOL’s Master License Service, hereinafter referred to as "MLS," to act as the City’s agent for business licensing activities; (2) ensure that the City will retain full, lawful, regulatory and approval authority over all business licensing activities within its jurisdiction.

THEREFORE, IT IS MUTUALLY AGREED THAT:

II. DEFINITIONS
As used throughout this Agreement, the following terms shall have the meanings set forth below:

"Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW (the Washington State Public Records statute), RCW 82.32.330 (DOR’s excise tax confidentiality statute), RCW 84.08.210, RCW 84.40.020, RCW 84.40.340 (DOR’s property tax confidentiality statute), or other state or federal statutes. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW, RCW 82.32.330, RCW 84.08.210, RCW 84.40.020, RCW 84.40.340, RCW 70.158.050(2) or other state and federal statutes.

"RCW" means the Revised Code of Washington; the statutes of the State of Washington. They may be reviewed at http://apps.leg.wa.gov/rcw.

III. STATEMENT OF WORK
The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the Statement of Work, Attachments A attached hereto and incorporated herein.

IV. PERIOD OF PERFORMANCE
Subject to its other provisions, the period of performance of this Agreement will begin on the date of final signature hereto, and end two years thereafter, unless terminated sooner as provided herein. By written agreement of the Parties, the period of performance of this Agreement may be extended for up to three additional two-year terms.

V. COMPENSATION
Services identified in this Agreement are provided by DOL at no charge to the City unless otherwise noted.

Communications and travel-related costs for project coordination, or for respective staff needing to visit either the City or DOL locations, will be absorbed by the respective parties for their own staff.

The City will reimburse DOL the cost of developing and producing any special or ad hoc informational reports requested by the City that are in addition to the standard MLS informational reports identified in Attachment B, DOL Statement of Work, in its section entitled "Reports."
If the City and DOL agree to offer Internet filing processes for the City’s licensees, the City agrees to reimburse DOL the fees charged by financial institutions and/or credit card processors to handle the city’s license fees collected by credit card and/or other electronic means. DOL will absorb the cost of collecting its own handling fees via electronic means.

The City will reimburse DOL expenses for changes as specified in section “Changes, Modifications, and Amendments” of this Agreement.

The City will remit payment to DOL for costs billed to DOL by the Department of Information Services for the City’s access to the DOL computer system as provided in the Attachment A, DOL Statement of Work.

VI. BILLING PROCEDURES
DOL will submit any invoices to the attention of: Beth Anne Wroe, Chief Financial Officer, at: City of Bonney Lake; PO Box 7380; Bonney Lake, WA 98391-0944. Payment to DOL for approved and completed work will be made by warrant or account transfer by the City within 30 days of receipt of the invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

VII. RECORDS MAINTENANCE
The parties to this Agreement shall each retain for six years after expiration of this Agreement all books, records, documents, and other material relevant to this Agreement. Personnel of the parties, the Office of the State Auditor, federal officials so authorized by law, and any persons duly authorized by the parties shall have full access and the right to examine, review or audit any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to another party, will remain the property of the furnishing party, unless otherwise agreed in writing. The receiving party and its employees and agents will not disclose or make available this material to any third parties without specific written authorization from the furnishing party, signed by personnel authorized to bind the furnishing party. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties, as provided by this Agreement’s section VIII entitled “Confidentiality and Safeguarding of Confidential Information.”

VIII. CONFIDENTIALITY AND SAFEGUARDING OF CONFIDENTIAL INFORMATION
The use or disclosure by any party of any information acquired under this Agreement or information concerning another party for any purpose not directly connected with the administration of responsibilities with respect to this Agreement’s Statement of Work, Attachment A, is prohibited except by prior written consent of the other party or unless disclosure is otherwise required by law. Written consent must be signed by personnel authorized to bind the consenting party, and must be attached to the original Agreement.

The City shall not use or disclose Confidential Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The City agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Confidential Information.

The City shall protect Confidential Information collected, used, or acquired under or in connection with this Agreement against unauthorized use, disclosure, modification or loss. The City shall ensure its employees and agents use the Confidential Information solely for the purposes of accomplishing this Agreement’s Statement of Work, Attachment A.

The City agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Confidential Information.

The City shall make information available to be amended, as directed by DOL, and shall incorporate any amendments into all the copies maintained by the City or its agents.

DOL reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used or acquired by the City through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, Salting. “Salting” is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The City shall notify DOL in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure of Confidential Information. Each party agrees to defend, protect and hold harmless the other parties for any damages related to unauthorized use or disclosure by its employees or agents.
Any breach of this clause may result in termination of the Agreement, suspension of on-line access accounts and the demand for return of all Confidential Information.

IX. **DATA DISPOSITION**
The City shall certify the return or destruction of all data as described herein upon expiration without extension or termination of this Agreement, or upon reasonable demand of DOL, and the City shall retain no copies of the data. (See Certification of Data Disposition, Attachment B.) If the parties mutually determine that return or destruction is not feasible, the City shall not use the Confidential Information in any manner other than those permitted or authorized by state and federal laws, and shall continue to use physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Confidential Information.

X. **INDEPENDENT CAPACITY**
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party(ies).

XI. **AGREEMENT ALTERATIONS AND AMENDMENTS**
This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

If, after the execution of this Agreement, the City requests changes to MLS processes, the City may be asked to reimburse DOL the cost of implementing the changes. DOL will notify the City of anticipated costs before starting to make the requested changes. If such changes are initiated by DOL, implementation costs will be absorbed by DOL unless otherwise mutually agreed upon by both parties.

XII. **TERMINATION**
Any party may terminate this Agreement upon 60 (sixty) days' prior written notification to the other parties. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. However, if the termination is for cause under the terms of this Agreement's section XIII, "Termination for Cause," this section will not apply.

XIII. **TERMINATION FOR CAUSE**
If for any cause, any party does not fulfill in a timely and proper manner its obligations under this Agreement, or if any party violates any of these terms and conditions, the aggrieved party(ies) will give the other party(ies) written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party(ies) to the other(s).

XIV. **DISPUTES**
In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint two additional members to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, any of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XV. **GOVERNANCE**
This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. The terms of this Agreement;
3. Statement of work, Attachment A;
4. Certification of Data Destruction, Attachment B; and
5. Any other provisions of the Agreement, including materials incorporated by reference.

XVI. **SURVIVAL**
The parties' rights and obligations under sections VII, VIII, IX, XIV, and XV will survive the expiration or termination of this Agreement.
XVII. ASSIGNMENT
The work to be provided under this Agreement, and any claim arising from it, is not assignable or delegable by any party in whole or in part, without the express prior written consent of the other parties.

XVIII. WAIVER
A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by personnel authorized to bind the party and attached to the original Agreement.

XIX. RIGHTS OF INSPECTION
Each party shall provide right of access to the other parties, or any of their officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available information necessary for the other parties to comply with taxpayers' rights to access, amend, and receive an accounting of disclosures of their Confidential Information.

XX. SUBCONTRACTING
With prior written consent, any party may enter into subcontracts for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. The party issuing the sub-contract is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts.

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement and includes subcontractors in any tier. The term "agents" in this Agreement includes subcontractors.

XXI. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end the provisions of this Agreement are declared to be severable.

XXII. CONTRACT MANAGEMENT
The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

<table>
<thead>
<tr>
<th>The Contract Manager for the City is:</th>
<th>The Contract Manager for DOL is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Don Morrison, City Administrator</td>
<td>Nancy Skewis</td>
</tr>
<tr>
<td>City of Bonney Lake</td>
<td>MLS Administrator</td>
</tr>
<tr>
<td>19306 Bonney Lake Blvd</td>
<td>Department of Licensing</td>
</tr>
<tr>
<td>Bonney Lake WA, 98391- 0944</td>
<td>PO Box 9034</td>
</tr>
<tr>
<td>Phone: 253-862-8602 ext. 307</td>
<td>Olympia, Washington 98507-9034</td>
</tr>
<tr>
<td>Fax: 253-891-3251</td>
<td>Phone: 360-664-1446</td>
</tr>
<tr>
<td></td>
<td>Fax: 360-570-7875</td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:nskewis@dol.wa.gov">nskewis@dol.wa.gov</a></td>
</tr>
</tbody>
</table>
ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the City of Bonnie Lake

State of Washington
Department of Licensing

__________________________  _______________________________
(date)                      Alan Haight, as Contracts Officer  (date)

Federal Tax ID #: Approved as to Form 4/2/07

By AAG Anderson

Jerald Anderson, AAG  (date)
The City Shall:

Agree to the exclusive use of the Master Application and any required addenda for the process of applying for a City business license, and the exclusive use of the Master License Service's Licenses and Registrations document for proof of City business licensure. If additional forms are identified as necessary for processing of City licensee accounts, their design, creation, or collection will be a cooperative effort between DOL and the City.

Agree to the exclusive use of the Unified Business Identifier (UBI) number in conjunction with the physical location identification numbering used by DOL in the identification of licensees and license accounts in all communications with DOL.

Maintain remote on-line inquiry and update access to the automated MLS database.

Accept responsibility for payment of all equipment, connection, or access charges related to the City's access into and use of the MLS databases, as well as for the ongoing maintenance of the City's access to the MLS databases.

Accommodate requirements for Master Application forms regardless of whether the transaction involves a City business license.

Ensure the timely availability to DOL of its licensing and Information Technology staff. The staff contacts provided will be knowledgeable of the City operations and/or technology and be able to assist DOL staff with process improvements and/or troubleshooting.

Use commonly accepted security procedures to make sure that confidential information is not improperly disclosed. All City staff with access to confidential information will follow these security procedures and adhere to the confidentiality requirements of this Agreement.

DOL Shall:

Create, produce, issue, accept, and process new and renewal applications for the City business licenses. In doing so, it will collect, process and disburse the respective City business license fees and licensing information received from applicants and licensees.

Issue licensing documents (Master Licenses) for City business licensees.

Provide informational reporting to the City of the City's business licensees.

Provide its services through either paper-based licensing processes or Internet based processes, depending on the needs of the City and the capability of DOL.

Be responsible for all aspects of designing and implementing modifications to the MLS computer system and establishing related MLS procedures and forms to handle new and renewal applications for City business licenses, issuance of license documents, collection of necessary licensing information and license fees, and their proper distribution.

Provide technical assistance in establishing and configuring proper system access, and ensure security of access for City staff into the MLS database. Training will be provided to City staff in the use of the MLS database, and ongoing training will be provided to accommodate system changes or staff changes.

Filing of Documentation, Forms, and Records

Paper files are not maintained by DOL. Paper documents submitted to DOL will be microfilmed or electronically imaged, and then destroyed after DOL processing. An electronic representation of all filings completed via the Internet will be maintained. The City will have access to information filed with DOL on either a paper document or via the Internet through electronic access to the MLS computer system. If the City needs a paper document, DOL will produce a copy from the microfilm or electronic record. The copy will be certified if needed by the City.

REPORTS

DOL provides a standard set of reports to each of its partners at no charge. These include but are not limited to, daily lists of new business applications and renewals, the fees processed each day; weekly
lists of pending accounts; and lists of businesses for which fees have been transferred. City staff will
determine which forms best suit their needs.

DOL may be able to provide non-standard reports, statistics or lists to the City upon request. The City
agrees to reimburse DOL costs for the production of non-standard reports requested.

**CHANGES TO PROCESSES**

DOL will notify the City of any changes anticipated to its processes or services as soon as they are
known, and thereafter will coordinate mitigation of impacts that such changes may have upon service it
provides.

The City will notify DOL of potential changes to its business licensing requirements, fees or processes
sufficiently in advance of the change to allow DOL to implement timely changes to any electronic, or
automated systems, or changes to procedures or methods related to administering City business
licensing.

The DOL staff will be mindful of broader impacts that could occur to DOL or any of its partners by the
City's proposal for change. DOL will assist the City in considering possible alternatives and in
determining the most feasible means of achieving the objective of the proposal.

DOL will coordinate review of the changes proposed by the City with any other DOL partners potentially
impacted by the proposal and attempt to reach consensus among all affected partners.

DOL will prepare any needed computer system change request in coordination with the City, and place
the request in a prioritized work queue for timely completion.

Changes that substantially alter the terms of this Agreement require a written amendment.
Date of Disposition __________

Data disposition methods used upon expiration or termination of this Agreement: (select all that apply).

☐ All copies of any data acquired under this Agreement have been wiped from all data storage systems and media.

☐ All on-line access accounts related to this Agreement have been deleted.

☐ All printed and hard-copy materials and all non-wiped computer media containing any data related to this data sharing Agreement have been destroyed.

☐ All copies of data acquired under this Agreement that have not been disposed of in a manner described above, have been returned to DOL.

I hereby certify, by signature below, that the data disposition requirements as provided in DOL Agreement No. K27, have been fulfilled as indicated above.

________________________________________
(City of Bonney Lake)

________________________________________
(Signature)         (Date)

________________________________________
(Print Name)

________________________________________
(Title)

Upon completion, submit to the DOL Contract Manager.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Admin Svcs / Edvalson
Council/Wrkshp Mtg Date: May 22, 2007
Ordinance Number: Resolution Number:
Agenda Bill Number: AB07-116
Councilmember Sponsor:

BUDGET INFORMATION

2007 Budget Amount Required Expenditure Impact Remaining Balance

Explanation: No Budget Impact.

Agenda Subject: Selection of voting delegates for the 2007 Association of Washington Cities Annual Conference in Tacoma, WA.

Administrative Recommendation: Approve a motion designating three voting delegates for the AWC Annual Conference.

Background Summary: The Association of Washington Cities holds an annual business meeting as part of its annual conference. The Association’s by-laws allow for three voting delegates to be appointed and vote on behalf of member cities. Voting delegates may be elected or appointed officials, or employees of the member entity.

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: 04/25/06

Signatures:
Dir. Authorization Mayor Date City Attorney Reviewed:
The following are the official
2007 VOTING DELEGATES for:

City/Town of **Bonney Lake**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

Mayor’s Signature: __________________________

Please return by Friday, June 1, 2007
Fax to April Petersen at (360) 753-0149
Registering Voting Delegates – 2007 Annual Business Meeting

We are asking that each city advise the Association of Washington Cities (AWC) of the voting deleges selected to represent your city during AWC’s 2007 annual business meeting. The annual business is tentatively scheduled to begin at 10:30 am on Friday, June 15, at the Tacoma Convention Center. For your information in appointing voting delegates, the Bylaws of the Association of Washington C provides:

"Each member, prior to the annual membership meeting, shall designate three delegates who shall be duly elected or appointed officials or employees of such member to represent the member in the affairs of the corporation, and shall file with the corporation's Executive Director certificates of such designation prior to the annual membership meeting. Members' delegates may be changed at any time, provided the Executive Director receives notice of such change."

"Each delegate shall be entitled to one vote upon each issue submitted to membership vote at the annual membership meeting and one vote for each officer or director to be elected. No event shall delegates be entitled to have cumulative votes. Each vote shall be cast in person by the delegate or the delegate's proxy in attendance at the annual membership meeting. Voting by the general membership shall be by viva voce of the delegates, except in the election of officers and directors for which there is more than one nominee for the office where the vote shall be by separate ballot. Upon the demand of any five delegates, a division may be demanded."

Please print, complete and sign the AWC Voting Delegate card with the names of up to three city of
employees attending the business meeting at Conference, who shall serve as your city's voting desk. Please fax the card to the Association's office, at (360) 753-0149, by Friday, June 1. This information will be used to prepare voting delegate badges and ribbons.

If you have any questions, please contact April Petersen at aprilp@awcnet.org or (360) 753-4137 or 1-800-562-8981.

Click [here](mailto:unsubscribemail) to unsubscribe

Association of Washington Cities  
1076 Franklin Street SE, Olympia, WA 98501

5/10/2007