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 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 such 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 taking action. Please look for the sign-up sheets near the Council Chamber doorway. (See Item II.B. for Citizen Comments on other items of City business.)

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr.
A. Flag Salute
B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.
C. Announcements, Appointments and Presentations:
   1. Announcements: None.
   2. Appointments: None.
   3. Presentations:
      a. Senator Pam Roach: Legislative Session Wrap-up and Questions.
D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
A. Public Hearings: None.
B. Citizen Comments:
   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 representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.
C. Correspondence

III. COUNCIL COMMITTEE REPORTS:
A. Finance Committee
B. Community Development Committee
C. Public Safety Committee
D. Other Reports
IV. **CONSENT AGENDA:**
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 Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #63818-63888 (includes wires #6052012, 38680129, 38777296) in the amount of $755,145.08. Accounts Payable checks/vouchers AR refunds #63889-63890 in the amount of $960.57. Accounts Payable checks/vouchers UB refunds #63891-63926 in the amount of $2,586.00.

B. **Approval of Payroll:** Payroll for June 1-15th, 2012 for checks 30518-30544 including Direct Deposits and Electronic Transfers in the amount of $438,950.76.

C. **AB12-95 – Resolution 2219** – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Memorandum Of Understanding With The Sumner School District To Renew The Interlocal Agreement For Support Of The Sumner Family Center For 2012.


F. **AB12-87** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The West Tapps Sidewalk And Watermain Improvements Project With Henderson Partners, LLC.

G. **AB12-97** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Submit An Application For A 2012 WSDOT Pedestrian And Bicycle Program Grant.

V. **FINANCE COMMITTEE ISSUES:** None.

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

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

VIII. **FULL COUNCIL ISSUES:**

A. **AB12-73 – Resolution 2206** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Accepting A Donation From The Bonney Lake/Lake Tapps Senior Citizens For The Purpose Of Purchasing A New Senior Services Van, And Authorizing The Mayor To Surplus Property In Accordance With The Provisions Outlined In Blic 2.70.100.

B. **AB12-100 – Resolution 2222** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor Sign A Hold Harmless Agreement With The Swiss Sportsmen’s Club Of Tacoma For The Use Of Their Firearms Training Facility.
C. AB12-101 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Set A Public Hearing For The 2013-2018 Six Year Transportation Improvement Program.

IX. EXECUTIVE SESSION:
Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

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
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<th>Meeting/Workshop Date:</th>
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<td>Executive / Don Morrison</td>
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<tr>
<td>Resolution</td>
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**Agenda Subject:** Renewal of ILA with Sumner School District for the Sumner Family Center

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Memorandum Of Understanding With The Sumner School District To Renew The Interlocal Agreement For Support Of The Sumner Family Center For 2012.

**Administrative Recommendation:** Approve

**Background Summary:** In 2007 the City Council passed Resolution No. 1712, an Interlocal Agreement (ILA) with the Sumner School District to contract for a Family Center Coordinator position, and for the City to share a portion of the expense for said coordinator’s salary and benefits. Section 4.1 of said Agreement provided for renewal of the Agreement for successive one (1) year terms by mutual agreement of both parties. This Resolution and accompanying MOU would authorize renewal of the ILA for 2012.

**Attachments:** MOU

### BUDGET INFORMATION

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**Budget Explanation:** This has been a budgeted item since 2007. A couple of years ago, the City's contribution was set at $12,000.

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Finance Committee  
Date: 12 June 2012

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<tr>
<td>Chair/Councilmember</td>
<td>Dan Swatman</td>
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<td>Mark Hamilton</td>
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<tr>
<td>Councilmember</td>
<td>Randy McKibbin</td>
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Forward to:  
Consent Agenda: Yes No

**Commission/Board Review:**  
Hearing Examiner Review:

### COUNCIL ACTION

**Workshop Date(s):**  
**Public Hearing Date(s):**

**Meeting Date(s):**  
**Tabled to Date:**

### APPROVALS

**Director:**  
**Mayor:** Date Reviewed by City Attorney: (if applicable):
RESOLUTION NO. 2219

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE SUMNER SCHOOL DISTRICT TO RENEW THE INTERLOCAL AGREEMENT FOR SUPPORT OF THE SUMNER FAMILY CENTER FOR 2012.

WHEREAS, in 2007 the City of Bonney Lake, by Resolution No. 1712, and the Sumner School District entered into an Interlocal Agreement (ILA) to contract for a Family Center Coordinator position whereby the parties agreed to share the expense for said coordinator’s salary and benefits. Section 4.1 of said Agreement provided for renewal of the Agreement for successive one (1) year terms by mutual agreement of both parties; and

WHEREAS, the City Council desires to renew said agreement for 2012 at the support level indicated in the Memorandum of Understanding, attached hereto as Exhibit “A”;

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

The Mayor is hereby authorized to sign the Memorandum of Understanding (MOU), attached hereto as Exhibit “A”.

PASSED BY THE CITY COUNCIL this 26th day of June, 2012.

__________________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________________
James J. Dionne, City Attorney
Memorandum of Understanding

1. **Parties.** The City of Bonney Lake, a Washington municipal corporation (“City”), and the Sumner School District, a common school district and municipal corporation of the State of Washington (“District”), hereby enter into this Memorandum of Understanding this ______ day of June, 2012.

2. **Background - Agreement.** In 2007 the City of Bonney Lake and the Sumner School District (collectively the parties) entered into an Interlocal Agreement (ILA) to contract for a Family Center Coordinator position whereby the parties agreed to share the expense for said coordinator’s salary and benefits. Section 4.1 of said Agreement provided for renewal of the Agreement for successive one (1) year terms by mutual agreement of both parties.

3. **Renewal.** The parties wish to continue to cooperate and continue to cost share the salary and benefits of a Family Center Coordinator for fiscal year 2012. To that end, this MOU is entered into to signify both parties renewal of the agreement for 2012.

4. **City Contribution.** The City of Bonney Lake has budgeted twelve thousand dollars ($12,000) as its contribution towards the Family Center Coordinator position for 2012, which shall be due and payable within 30 days of receiving an invoice or statement from the Sumner School District for said contribution.

THE SUMNER SCHOOL DISTRICT                               CITY OF BONNEY LAKE

By: __________________________     By: ____________________________
Craig Spencer, Superintendent              Neil Johnson, Mayor

Date: __________________________  Attest: ____________________________
Harwood Edvalson, City Clerk

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**City of Bonney Lake, Washington**  
**Council Agenda Bill (CAB)**

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<tr>
<td><strong>Agenda Item Type:</strong> Resolution</td>
<td><strong>Ordinance/Resolution Number:</strong> 2220</td>
<td><strong>Councilmember Sponsor:</strong> Lewis</td>
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**Agenda Subject:** Update jail contact with the City of Enumclaw

**Full Title/Motion:** A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Sign To Sign A Jail Contract With The City Of Enumclaw

**Administrative Recommendation:** Approve

**Background Summary:** The City of Enumclaw and the Enumclaw Police Department needed to update our current contract with their facility. The Bonney Lake Police Department uses the Enumclaw jail facility and needs to continue to have their facility as an option for booking Bonney Lake prisoners.

**Attachments:** Interlocal agreement with the City of Enumclaw.

### BUDGET INFORMATION

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<th>Budget Impact</th>
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**Budget Explanation:** No Anticipated Budget Impact.

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Public Safety  
Date: 7 May 2012  
Approvals: ☑ Hamilton, Chair  
☑ Lewis, Councilmember  
☐ Watson, Councilmember  
Forward to: Council Meeting  
Consent Agenda: ☑ Yes ☐ No

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

**Workshop Date(s):**

**Meeting Date(s):** 26 June 2012  
**Public Hearing Date(s):**  
**Tabled to Date:**

### APPROVALS

Director:  
*HTE*  
Mayor:  

Date Reviewed by City Attorney (if applicable): N/A
RESOLUTION NO. 2220

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BONNEY LAKE, WASHINGTON AND THE CITY OF ENUMCLAW, WASHINGTON, FOR THE HOUSING OF INMATES IN THE ENUMCLAW CITY JAIL.

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, and RCW 70.48, the City and County Jails Act, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for providing jail services; and

WHEREAS, Bonney Lake and Enumclaw currently have an interlocal agreement for the City of Enumclaw to provide jail services to Bonney Lake but the existing agreement is not standardized with other existing agreements for jail services between Enumclaw and other cities; and

WHEREAS, in an effort to streamline administrative procedures and ensure that the daily rate charged Bonney Lake to house inmates at Enumclaw jail is consistent with the current operating costs, it is necessary to enter into new and standardized interlocal agreement; and

WHEREAS, Bonney Lake and Enumclaw find it desirable and in the parties best interest to terminate any existing interlocal agreement and enter into this new interlocal agreement;

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

Section 1. The Mayor is hereby authorized to sign the jail services agreement with the City of Enumclaw.

PASSED BY THE CITY COUNCIL this 26th day of June 2012.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney
JAIL SERVICES AGREEMENT

THIS AGREEMENT made and entered into between the City of Enumclaw, a municipal corporation of the State of Washington located at 1705 Wells, Enumclaw, Washington 98022 and the Bonney Lake Police Department, a municipal corporation of the State of Washington and pursuant to the City and County Jails Act (RCW 70.48, as amended).

In accordance with the interlocal Cooperation Act (Chapter 39.34 RCW) and in consideration of the conditions herein, the parties agree as follows:

1. PURPOSE

The purpose of this agreement is to provide for confinement of the prisoners of the Bonney Lake Police Department in the City of Enumclaw Corrections Facility.

2. DEFINITIONS

Unless a context clearly shows another usage is intended, the following terms shall have these meanings in the agreement:

20 (1) “Bonney Lake Police Department prisoner” means a prisoner housed in the Enumclaw Corrections Facility when a Bonney Lake

Jail Services Agreement
Page 1
February 15, 2012
Police Department charge is the principal basis for confining that person (e.g., the person is confined by reason of a Bonney Lake Police Department ordinance violation - pretrial or post trial). It includes, but is not limited to, (a) a prisoner arrested by and booked by the Bonney Lake Police Department by reason of an "open charge" or investigation of a felony; and a prisoner detained after a Bonney Lake Police Department "hold" has been released; (b) it includes an individual arrested by Bonney Lake Police Department and booked and housed in the Enumclaw Corrections Facility.

(2) "Corrections Facility" means a place primarily designed, staffed, and used for the housing of adults charged with criminal offense; for the punishment and correction of offenders after conviction of criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this agreement, the term "jail" includes the City of Enumclaw Corrections Facility operated by the City of Enumclaw pursuant to this agreement.
(3) “Medical Expenses” means any and all costs and fees associated with any form of medical, dental, mental health or like treatment including but not limited to doctors fees, hospitalization costs, any fees of any medical practitioner, x-rays, MRIs, cat scans, dental and vision expenses.

3. JAIL AND HEALTH SERVICES

The City of Enumclaw shall accept for confinement in the Enumclaw Corrections Facility those persons who are the Bonney Lake Police Department prisoners as defined in Article 2 and shall furnish the Bonney Lake Police Department with the corrections facility, booking and custodial services and personnel for confinement of Bonney Lake Police Departments inmates at least equal to those the City of Enumclaw provides for confinement of its own inmates. The services provided herein shall include basic medical inspection. All medical expenses shall be paid by the Bonney Lake Police Department holding the City of Enumclaw harmless therefrom and indemnifying the City of Enumclaw for any medical expenses that it has to pay on behalf of an inmate of the Bonney Lake Police Department. The services included herein shall include
the standard police use photograph for each person booked and held by the City of Enumclaw for the Bonney Lake Police Department.

4. COMPENSATED

The City of Enumclaw hereby authorizes the use of the Enumclaw Corrections Facility, by the Bonney Lake Police Department, for confinement of persons booked and held by the Bonney Lake Police Department, subject to available space and facilities as may be determined by the City of Enumclaw Chief of Police or his/her duly authorized representative.

The Bonney Lake Police Department agrees to pay the City of Enumclaw the sum of SIXTY DOLLARS ($60.00) per prisoner per 24 hour period calculated from the initial booking time, (or any portion of a 24 hour period). Such payment shall be made promptly to the City of Enumclaw within 20 days after the monthly statement is submitted by the City of Enumclaw to the Bonney Lake Police Department.

Each party may examine the others books and records to verify charges. If an examination reveals an improper charge, the amount shall be applied to the next month’s statement.
5. TERM

This agreement shall take effect 01/01/2012 and shall extend through 12/31/2012, and shall automatically renew from year to year unless otherwise modified or terminated as provided herein. This agreement may be terminated by either party upon 90 days written notice from the party desiring termination. This agreement may be modified or canceled in writing PROVIDED THAT notice of the proposed modification or cancellation is provided at least 90 days prior to the date on which such modification or cancellation would become effective.

6. INDEMNIFICATION/INSURANCE

(A) The Bonney Lake Police Department shall defend, indemnify and hold harmless the City of Enumclaw and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, by reason of or arising out of any action or omission of the Bonney Lake Police Department, its officers, agents, and employees, or any of them in arresting, detaining, charging or transporting third
persons.

In the event that any suit based upon such a claim, loss or damage is brought against the City of Enumclaw, the Bonney Lake Police Department shall defend the same at its sole cost and expense; provided that the City of Enumclaw retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment is rendered against the City of Enumclaw, and its officers, agents, and employees or any of them, or jointly against the City of Enumclaw and the Bonney Lake Police Department and their respective officers, agents, employees, or any of them, the Bonney Lake Police Department shall satisfy the same.

(B) The City of Enumclaw shall defend, indemnify and hold harmless the Bonney Lake Police Department and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, cost, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the City of Enumclaw, its officers, agents, and

Jail Services Agreement
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February 15, 2012
employees, or any of them in confining persons who have been presented to and accepted by the Enumclaw Corrections Facility by the Bonney Lake Police Department, its officers, agents, and employees while said persons are in the Enumclaw Corrections Facility or in the custody of the City of Enumclaw outside the Enumclaw Corrections Facility. In the event that any suit based upon such claim, action, loss or damage is brought against the Bonney Lake Police Department, the City of Enumclaw shall defend the same at its sole cost and expense provided that the Bonney Lake Police Department retains the right to participate in said suit if any principle governmental or public law is involved, and if final judgment be rendered against the Bonney Lake Police Department and its officers, agents, and employees, or any of them, or jointly against the Bonney Lake Police Department and the City of Enumclaw and their respective officers, agents, and employees, or any of them, the City of Enumclaw shall satisfy same.

(C) A prisoner shall become the responsibility of the

Jail Services Agreement

Page 7

February 15, 2012
Enumclaw Corrections Facility at the point that the prisoner is booked into the City of Enumclaw Facility or where the prisoner has been released to the care, custody and control of the City of Enumclaw. Liability shall transfer to the City of Enumclaw at this point. The arresting agency shall be held harmless by the City of Enumclaw under the terms of this section for all claims arising out of the detention of the prisoner except for medical expenses. Accordingly, the City of Enumclaw (Corrections Facility) shall be held harmless by the Bonney Lake Police Department under the terms of this agreement, for claims arising out of the arrest of the prisoner, or arising out of any situation occurring prior to the point where the City of Enumclaw assumes responsibility for the prisoner.

(D) Each city agrees to provide the other with evidence of insurance coverage. Each City shall obtain coverage in minimum liability limits of ONE MILLION AND 00/100 DOLLARS ($1,000,000.) for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police...
professional liability.

7. NON-DISCRIMINATION/EQUALITY OF EMPLOYMENT OPPORTUNITY.

The City of Enumclaw will provide equal employment opportunity in administering this Agreement, in implementing this Agreement, and in administering the Enumclaw Corrections Facility, and will prohibit discriminatory treatment.

8. REMEDIES

No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance, nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.
9. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding of the parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day written below.

CITY OF BONNEY LAKE       CITY OF ENUMCLAW

BY: ______________________  BY: ______________________
TITLE: ____________________  TITLE: ____________________

DATE: ____________________  DATE: ____________________

ATTEST: ____________________  ATTEST: ____________________

City Clerk                City Clerk
APPROVED AS TO FORM:      APPROVED AS TO FORM:

__________________________  ____________________________

City Attorney             City Attorney

Jail Services Agreement
Page 10
February 15, 2012
City of Bonney Lake, Washington

Council Agenda Bill (CAB)

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Agenda Subject: Update jail contact with the City of Puyallup

Full Title/Motion: A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Sign To Sign A Jail Contract With The City Of Puyallup.

Administrative Recommendation: Approve

Background Summary: The City of Puyallup and the Bonney Lake Police Department needed to update the current contract with their facility. The Bonney Lake Police Department uses the Puyallup jail facility and needs to continue to have their facility as an option for booking Bonney Lake prisoners.

Attachments: Interlocal agreement with the City of Puyallup.

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Budget Explanation: No Anticipated Budget Impact.

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RESOLUTION NO. 2221

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BONNEY LAKE, WASHINGTON AND THE CITY OF PUYALLUP, WASHINGTON, FOR THE HOUSING OF INMATES IN THE PUYALLUP CITY JAIL.

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, and RCW 70.48, the City and County Jails Act, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for providing jail services; and

WHEREAS, Bonney Lake and Puyallup currently have an interlocal agreement for the City of Puyallup to provide jail services to Bonney Lake but the existing agreement is not standardized with other existing agreements for jail services between Puyallup and other cities; and

WHEREAS, in an effort to streamline administrative procedures and ensure that the daily rate charged Bonney Lake to house inmates at Puyallup’s jail is consistent with the current operating costs, it is necessary to enter into new and standardized interlocal agreement; and

WHEREAS, Bonney Lake and Puyallup find it desirable and in the parties best interest to terminate any existing interlocal agreement and enter into this new interlocal agreement;

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

Section 1. The Mayor is hereby authorized to sign the jail services agreement with the City of Puyallup.

PASSED BY THE CITY COUNCIL this 26th day of June 2012.

__________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
James J. Dionne, City Attorney
INTERLOCAL AGREEMENT BETWEEN THE CITY OF PUYALLUP, WASHINGTON AND CITY OF BONNEY LAKE, WASHINGTON, FOR THE HOUSING OF INMATES IN THE PUYALLUP CITY JAIL

This agreement is between the City of Puyallup, a municipal corporation of the State of Washington (hereinafter “Puyallup”) and City of Bonney Lake, a municipal corporation of the State of Washington (hereinafter “Bonney Lake”)

Recitals

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, and RCW 70.48, the City and County Jails Act, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for providing jail services; and

WHEREAS, Puyallup and Bonney Lake currently have an interlocal agreement for the City to provide jail services to Bonney Lake but the existing agreement is not standardized with other existing agreements for jail services between Puyallup and other cities; and

WHEREAS, in an effort to streamline administrative procedures and ensure that the daily rate charged Bonney Lake to house inmates at Puyallup’s jail is consistent with the current operating costs, it is necessary to enter into new and standardized interlocal agreement; and

WHEREAS, Puyallup and Bonney Lake find it desirable and in the parties best interest to terminate any existing interlocal agreement and enter into this new interlocal agreement;

Agreement

1. GOVERNING LAW
   The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

2. DURATION
   This Agreement shall be effective the date of execution and continue through December 31, 2012. This Agreement shall automatically renew for one-year periods unless either Puyallup or Bonney Lake, provide notice of termination as provided in Section 3 of this Agreement.

3. TERMINATION
   (a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective [ninety (90) calendar days] after receipt of such notice. Notice will be presumed received [GDW1]
working days after the notice is posted in the mail. Within said ninety (90) days, Bonney Lake agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Bonney Lake shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Bonney Lake retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Puyallup: Chief of Police
Puyallup Police Department
311 W Pioneer
Puyallup, Washington  98055
Contact: Corrections Lieutenant Edward K. Shannon

City of Bonney Lake: Chief of Police
Bonney Lake Police Department
18421 Sumner Buckley Hwy
Bonney Lake, WA 98391
Contact: Dana Powers, Chief of Police

5. COMPENSATION

a) Daily Rate. Puyallup agrees to accept and house inmates at the daily rate of $65.00 per day. This daily rate shall be applicable and include the day the inmate is booked into the Puyallup Jail and any day thereafter where the inmate is housed in the Puyallup Jail. This daily rate is not subject to proration if an inmate only remains in the Puyallup Jail for a portion of any given day.

b) Billing and Payment. Puyallup agrees to provide Bonney Lake with an itemized bill listing all names of inmates who are housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Puyallup agrees to provide said bill by the 30\textsuperscript{th} of each following month. Bonney Lake agrees to make payment to Puyallup within 30 days of receipt of such bill for the amount billed for the previous calendar month.
6. **SERVICES PROVIDED.** Puyallup agrees to provide jail services for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Bonney Lake jurisdiction.

7. **RESPONSIBILITY FOR OFFENDER’S CUSTODY**
   It shall be the responsibility of Puyallup to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates’ physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Puyallup, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. It shall also be the responsibility of Puyallup to calculate “good time” accrued in and subsequent release of the inmate in accordance with the Puyallup’s standard practice and procedure. Bonney Lake agrees to be bound by Puyallup’s standard practice and procedures related to inmates housed and the Puyallup Jail.

8. **RIGHT TO REFUSAL**
   (a) Puyallup shall have the right to refuse to accept any inmate from Bonney Lake when, in the opinion of Puyallup, its inmate population is at capacity or so near capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.
   (b) Puyallup shall further have the right to refuse to accept any inmate from Bonney Lake who, in the judgment of Puyallup, has a current illness or injury which may adversely affect the operations of the Puyallup Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves.

9. **HOUSING DECISIONS**
   In order to manage its jail population, Puyallup reserves the right to decide where Bonney Lake inmate(s) will be housed. In the event that Bonney Lake inmate is transferred to any county jail facility, Bonney Lake obligation to pay the daily rate to Puyallup will cease and Bonney Lake obligation to pay the daily rate to holding county will be governed by Bonney Lake contract with that county.

10. **RETAIKING OF INMATES**
    Upon request from Puyallup, Bonney Lake shall, at its expense, retake any Bonney Lake inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Bonney Lake inmate is terminated for any reason, Bonney Lake shall, at its expense, retake such inmate from Puyallup.

11. **COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE**
    Bonney Lake law enforcement officers placing Bonney Lake misdemeanants in the Puyallup Jail shall, in every instance, first furnish an arrest warrant, citation, court order,
or judgment and sentence, to the Puyallup Jail upon booking of an inmate. Bonney Lake is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. **TRANSPORTATION**

Bonney Lake inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Bonney Lake and shall be returned, if necessary, to Bonney Lake by Bonney Lake personnel and at Bonney Lake expense. Puyallup is not responsible for transportation of Bonney Lake inmates under this Agreement and shall be reimbursed by Bonney Lake for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Puyallup becomes necessary including if the transport was a result of a warrant, or medical appointment.

13. **RECORDS AND REPORTS**

(a) Bonney Lake shall forward to Puyallup before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate’s present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Puyallup shall keep all necessary and pertinent records concerning such inmates incarcerated in Puyallup Jail. During an inmate’s confinement in Puyallup, Bonney Lake shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

14. **MEDICAL TREATMENT**

(a) Inmates from Bonney Lake shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Puyallup Jail and Bonney Lake will be responsible for payment of such in accordance with Puyallup’s standard practices and procedures. Any amount left owing, not paid by inmate, shall be paid by Bonney Lake. Puyallup shall provide or arrange for the provision of such medical, psychiatric and dental services. Routine minor medical services, which includes those health care services routinely delivered at normal cost by Puyallup staff, contracted physicians, or nursing staff and delivered within the facility, Bonney Lake shall pay directly or reimburse Puyallup for all costs associated with the delivery of any additional medical services including prescriptions, diagnostic testing, emergency and/or major medical service provided to Bonney Lake inmates.

(b) An adequate record of all such services shall be kept by Puyallup in accordance with HIPAA regulations for Bonney Lake review at its request. Any medical or dental services of major consequence shall be reported to Bonney Lake as soon as time permits.

(c) Should medical or dental services require hospitalization, Bonney Lake agrees to compensate Puyallup dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, Bonney Lake will be notified by contacting Bonney Lake at Bonney Lake prior to the inmate's transfer to a hospital and nothing herein shall preclude Bonney Lake from retaking the ill or injured inmate. In the
event a Bonney Lake inmate is taken by emergency to a hospital, Puyallup shall notify Bonney Lake within eight (8) business hours (i.e. Monday through Friday 8 a.m. to 5 p.m., excluding state-observed holidays) of transport. Bonney Lake is responsible for providing security during any period of hospitalization.

15. **DISCIPLINE**

Puyallup shall have physical control over and power to exercise disciplinary authority over all inmates of Bonney Lake. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Washington.

16. **REMOVAL FROM THE JAIL**

An inmate from Bonney Lake legally confined in Puyallup shall not be removed from there by any person except:

a) When requested by Bonney Lake Police Department in writing authorizing such release; or
b) Upon court order in those matters in which said court has jurisdiction over such inmate; or
c) For appearance in the court in which a Bonney Lake inmate is charged; or
d) In compliance with a Writ of Habeas Corpus; or
e) For interviews by Bonney Lake Attorney or member of Bonney Lake Police Department; or
f) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
g) For other scheduled court appearances, including those for which they are not being held.

17. **ESCAPES**

In the event any Bonney Lake inmate shall escape from Puyallup’s custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Bonney Lake. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connection therewith shall be chargeable to and borne by Puyallup, however, Puyallup shall not be required to expend unreasonable amounts to pursue escaped inmates beyond their jurisdiction.

18. **DEATH OF AN INMATE**

a) In the event of the death of a Bonney Lake inmate, Puyallup shall notify the Pierce County Medial Examiner. Bonney Lake shall receive copies of any records made at or in connection with such notification, unless prohibited by law or court order. Reasonable copying costs for such copies shall be borne by Bonney Lake.

b) Puyallup shall immediately notify Bonney Lake of the death of a Bonney Lake inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Bonney Lake with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any
necessary preparation of the body and shipment charges shall be paid by Bonney Lake. With Bonney Lake’s consent, Puyallup may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Bonney Lake. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

(c) Bonney Lake shall receive a certified copy of the death certificate for any of its inmates who have died while in Puyallup custody.

19. DISPUTE BETWEEN BONNEY LAKE AND PUYALLUP
Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Bonney Lake and Puyallup, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

20. INSURANCE
(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

21. HOLD HARMLESS AND INDEMNIFICATION
a) Puyallup shall indemnify and hold harmless Bonney Lake and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages, including reasonable attorney fees, of any nature whatsoever, by reason of or arising out of any act or omission of Puyallup, its officers, agents, officials, employees and volunteers, after Puyallup assumes the custody and care of persons being delivered to Puyallup Jail by Bonney Lake and Bonney Lake officer has left the “sally port.”
b) Bonney Lake shall indemnify and hold harmless Puyallup and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of Bonney Lake its officers, agents, officials, employees and volunteers, in arresting, detaining, charging, or transporting persons before presentment to and acceptance by Puyallup Jail or thereafter while said person (i.e. inmate) are in the custody of Bonney Lake outside Puyallup Jail.

c) The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

22. **INDEPENDENT CONTRACTOR**
   In providing services under this Agreement, Puyallup is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of Bonney Lake for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim or career service or civil service rights, which may accrue to an employee of Bonney Lake under any applicable law, rule or regulation.

23. **PROPERTY DISTRIBUTION UPON DISSOLUTION**
   The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement said property will be sold and the proceeds will remain with Puyallup.

24. **CONCURRENT ORIGINALS**
   This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

25. **ENTIRE AGREEMENT**
   The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

26. **SEVERABILITY**
   Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.
IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF PUYALLUP:

By: Ralph W. Dannenberg
Its: City Manager
Date: _________________

ATTEST:

By: Barbara J. Price
Its: City Clerk
Date: _________________

APPROVED AS TO FORM:

By: Steve M. Kirkelie
Its: Senior Asst. City Attorney
Date: _________________

CITY OF BONNEY LAKE:

By: Neil Johnson, Jr.
Its: Mayor
Date: _________________

ATTEST:

By: Harwood “Woody” T. Edvalson
Its: City Clerk
Date: _________________

APPROVED AS TO FORM:

By: James Dionne
Its: City Attorney
Date: _________________
City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact: Public Works / Marlyn Campbell</th>
<th>Meeting/Workshop Date: 26 June 2012</th>
<th>Agenda Bill Number: AB12-87</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Item Type: Motion</td>
<td>Ordinance/Resolution Number:</td>
<td>Councilmember Sponsor: Randi McKibbin</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Accept West Tapps Sidewalk & Watermain Improvements with Henderson Partners LLC as Complete

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete West Tapps Sidewalk & Watermain Improvements With Henderson Partners LLC.

**Administrative Recommendation:**

**Background Summary:** Resolution 2149 dated September 13, 2011 awarded the construction contract to Henderson Partners LLC for the West Tapps Sidewalk and Watermain Improvements project. The major items of work for the project included linking a gap of approx 680 feet of sidewalk between Allan Yorke Park and the overflow parking area located on the recently acquired property to the south. In conjunction the City constructed approximately 1,400 feet of new watermain to replace the line that had a history of leakage. Additionally the City resolved the stormwater maintenance issue at Allan Yorke Park in the parking lot & Park Conveyance to the existing outfall. See attached Project Completion Report for detail information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

**Attachments:** Project Completion Report, Bill of Sale, Notice of Completion of Public Works Contract and 3 photos of project, before, during and after.

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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<td></td>
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</table>

**Budget Explanation:** Release of Retainage- $23,813.38

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
<thead>
<tr>
<th>Council Committee Review: Finance Committee</th>
<th>Approvals:</th>
<th>Yes No</th>
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<tbody>
<tr>
<td>Date: 26 June 2012</td>
<td>Chair/Councilmember Randy McKibbin</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Councilmember James Rackley</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Councilmember Katrina Minton-Davis</td>
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</tr>
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Forward to: Consent Agenda: Yes No

**Commission/Board Review:**

Hearing Examiner Review:

**COUNCIL ACTION**

Workshop Date(s): Public Hearing Date(s):
Meeting Date(s): Tabled to Date:
<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney: (if applicable):</th>
</tr>
</thead>
</table>

*Agenda Packet p. 32 of 64*
PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: West Tapps Sidewalk and Watermain Improvements

Project Financing Summary:

Project Revenue Sources:

<table>
<thead>
<tr>
<th>Budget Authorized by City Council:</th>
<th>Streets-Neighborhood Sidewalk Improvements 75,000</th>
<th>Water Fund- PWTF Leaky Mains 460,000</th>
<th>Storm Fund- Drainage Improvements 100,000</th>
<th>Total</th>
<th>655,000</th>
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Total Project Budget Utilized = $554,274

Project Expenditures:

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<th>Study =</th>
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<tbody>
<tr>
<td>Design =</td>
<td>$67,097</td>
</tr>
<tr>
<td>Total Construction</td>
<td>$487,177</td>
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Engineer's Estimate = $615,808

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<tr>
<th>Contract Award Amount</th>
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<td>Low Bid/Contract= $529,672</td>
<td>459,485</td>
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<tr>
<td>Contingency- 10%= $52,967</td>
<td>26,984</td>
</tr>
<tr>
<td>Field Engineering Services- 5% = $26,484</td>
<td>708</td>
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<tr>
<td>Total</td>
<td>$609,123</td>
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Total Project Cost = $554,274

Total Budget for construction= $609,123

Actual Under Budget= -$121,946

Actual Revenue Sources utilized for project:

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<tr>
<th>Budget Authorized by City Council:</th>
<th>Streets-Neighborhood Sidewalk Improvements 20,045</th>
<th>Water Fund- PWTF Leaky Mains 407,245</th>
<th>Storm Fund- Drainage Improvements 126,984</th>
<th>Total</th>
<th>554,274</th>
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</table>

Page 1 of 2

Agenda Packet p. 33 of 64
### Planning

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
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<tbody>
<tr>
<td>Comprehensive Facilities Plan Approved by City Council:</td>
<td>12/14/2010</td>
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<tr>
<td>Study Required:</td>
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<td>FY Funding in Budget:</td>
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<tr>
<td>Study Contract NTP Date:</td>
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<tr>
<td>Study Contract Completion Date:</td>
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### Design

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<td>Date RFP Issued</td>
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<tr>
<td>Design Contract Award Date:</td>
<td>5/10/2011</td>
</tr>
<tr>
<td>Design Contract Completion Date:</td>
<td>8/25/2011</td>
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<td>Design Consultant(s):</td>
<td>Parametrix</td>
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### Construction

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Date of Advertisement:</td>
<td>8/17/2011</td>
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<tr>
<td>Bid Opening Date:</td>
<td>8/31/2011</td>
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<tr>
<td>Engineer's Estimate:</td>
<td>$615,808</td>
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<td>Low Responsive/Responsible Bid:</td>
<td>$529,672</td>
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<tr>
<td>Contract Award Date:</td>
<td>9/13/2011</td>
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<tr>
<td>Contract Completion Date:</td>
<td>5/18/2012</td>
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</tbody>
</table>

#### Change Order Summary:

1. Allan Yorke Park Stormwater
2. Other Construction

### PW Infrastructure Addition(s):

- hydrant meter: $185
- Advertising: $71
- Field Engineering Services: 453

### Total Project Cost:

- Construction: $487,177
- Total: $554,274

---

*See attached Bill of Sale form*
RETURN TO:
City of Bonney Lake
Public Works Department
8720 184th Avenue East
P.O. Box 7380
Boney Lake, Washington 98390-0944

Phone: 253-447-4336
Fax: 253-826-1921

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar ($1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor(s) do(es) by these presents hereby convey, set over, assign, transfer and sell to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described utility or other improvements and all appurtenances thereto, situated in Pierce County, Washington:

TYPE OF DOCUMENT: Bill of Sale
GRANTOR(S):
GRANTEE: City of Bonney Lake, a Municipal Corporation
ABBREVIATED LEGAL DESCRIPTION: See Exhibit A
ASSESSOR TAX PARCEL I.D. NUMBERS:
NAME OF PROJECT: West taps Sidewalk & Water main Improvements
ADDRESS OF PROJECT: Located here or on Exhibit A of this document
PROJECT NUMBER:
LEGAL DESCRIPTION: Located here or on Exhibit B of this document
PERSONAL PROPERTY DESCRIPTION:

the said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these presents this ___ day of _____________, 20__. 

[Signature]

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BILL OF SALE
EXHIBIT A

Legal Description

Tax Parcel 052034-1-007
The west 227.00 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 20 North, Range 5 East of the Willamette Meridian, except the South 360 Feet (more or less). Subject to easements, restrictions, and reservations of record.

Tax Parcel 052034-2-001
That portion of the East Half of the East Half of the Northeast Quarter of the Northwest Quarter of Section 34, Township 20 North, Range 5 East of the Willamette Meridian, lying Northerly of Church Lake Road. Easements, restrictions, and reservations of record.

Tax Parcel 052034-6-005
Lot 2 of Pierce County Short Plat recorded under AFN 8404240237.

Tax Parcel 052034-6-006
Lot 3 of Pierce County Short Plat recorded under AFN 8404240237.
### STORM DRAINAGE SYSTEM

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Unit</th>
<th>Size</th>
<th>Type</th>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Lines</td>
<td>1188</td>
<td>L.F. of</td>
<td>12</td>
<td></td>
<td>ADS</td>
<td>$20,550.00</td>
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<tr>
<td>Storm Lines</td>
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<td>L.F. of</td>
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<td></td>
<td></td>
<td>$</td>
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<tr>
<td>Storm Inlet Outlet</td>
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<tr>
<td>Storm Catch Basin</td>
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<tr>
<td>Storm Catch Basin</td>
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<td>EACH of</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Includes Engineering and Sales Tax if applicable

**TOTAL COST FOR STORM DRAINAGE SYSTEM**

$34,854.00

### STREET IMPROVEMENT

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Unit</th>
<th>Size</th>
<th>Type</th>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curb, Gutter, Sidewalk</td>
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<td>L.F. of</td>
<td>SY</td>
<td></td>
<td>Tons</td>
<td>$10,276.00</td>
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<tr>
<td>Asphalt Pavement</td>
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<td>S.Y.A.F. of</td>
<td>width</td>
<td></td>
<td></td>
<td>$70,576.48</td>
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<tr>
<td>Sign Installation Complete</td>
<td></td>
<td>EACH</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

### SIGNALIZATION

(Including Engineering Design Costs, City Permit Fees, WA State Sales Tax) $-

### STREET LIGHTING

( Including Engineering Design Costs, City Permit Fees, WA State Sales Tax)

Number of Poles

Phone 253-447-4337

E-mail

FAX

Print Signatory Name

Signature by authorized agent or owner of subject development
**NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT**

**Contractor's UBI Number:** 602 834 024  
**Date:** 6/12/2012

<table>
<thead>
<tr>
<th>Name &amp; Address of Public Agency</th>
<th>Department Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bonney Lake</td>
<td></td>
</tr>
<tr>
<td>8720 Main Street East</td>
<td></td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
<td></td>
</tr>
<tr>
<td>UBI Number: 277000893</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Notice is hereby given relative to the completion of contract or project described below</th>
<th><strong>Contract Number</strong></th>
<th><strong>Job Order Contracting</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name: West Tapps Sidewalk &amp; Watermain Improvements</td>
<td></td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Work Done/Include Jobsite Address(es)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City of Bonney Lake has a pedestrian link gap of 680 feet between Allan Yorke Park and the overflow parking area located City property to the south. To provide a pedestrian link between the two areas the city constructed this sidewalk link in conjunction with approximately 1,400 feet on new watermain to replace the line that has a history of leakage.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor's Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henderson Partners LLC</td>
<td>253-851-5896</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Address</th>
<th>Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>11302 Burham Drive NW Gig Harbor, WA 98332</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name: West Tapps Sidewalk &amp; Watermain Improvements</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date Contract Awarded</th>
<th>Date Work Commenced</th>
<th>Date Work Completed</th>
<th>Date Work Accepted</th>
</tr>
</thead>
</table>

| Contract Amount | $ 517,975.50 |
| Additions (+)   | $ 26,984.00  |
| Reductions (-)  | $ 68,691.84  |
| Sub-Total       | $ 476,267.66 |

<table>
<thead>
<tr>
<th>Amount of Sales Tax Paid at 9.300%</th>
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</thead>
<tbody>
<tr>
<td>$ 10,201.17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL $ 486,468.83</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>液化 damages</th>
<th>Amount Disbursed $ 462,655.45</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquidated Damages $</td>
<td></td>
</tr>
<tr>
<td>Amount Retained $ 23,813.38</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL $ 486,468.83**

**NOTE: These two totals must be equal**

<table>
<thead>
<tr>
<th>Please List all Subcontractors Below:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number:</th>
<th>Affidavit ID (if known)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympic Fence Company Inc</td>
<td>601376210</td>
<td>382041</td>
</tr>
<tr>
<td>Dan Price Land Surveying, Inc</td>
<td>602169381</td>
<td></td>
</tr>
<tr>
<td>Apply A Line Inc</td>
<td>600553941</td>
<td></td>
</tr>
<tr>
<td>Wilson Concrete Const Inc</td>
<td>602168956</td>
<td></td>
</tr>
<tr>
<td>Lakeside Industries Inc</td>
<td>601106847</td>
<td>393263</td>
</tr>
<tr>
<td>AAA Contractors Inc</td>
<td>602884326</td>
<td></td>
</tr>
<tr>
<td>Evergreen Concrete Cutting Inc</td>
<td>601605667</td>
<td></td>
</tr>
<tr>
<td>Pyramid Grinding LLC</td>
<td>602778944</td>
<td>391707</td>
</tr>
<tr>
<td>Corliss Resources Inc</td>
<td>602237779</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** These two totals must be equal
Please List all Subcontractors Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number</th>
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<tr>
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</tr>
</tbody>
</table>

Comments:

$366,577.66 of the contract paid is not subject to sales tax (pursuant to WAC 458-20-171).

Contact Name: Marilyn Campbell
Email Address: campbellm@ci.bonney-lake.wa.us
Title: PW Support Services Coordinator
Phone Number: 253-447-4348

PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

Submitting Form: Please submit the completed form to all three agencies below. For a faster response, please submit by e-mail.

For tax assistance or to request this document in an alternate format, visit http://dor.wa.gov or call 1-800-647-7706.

Teletype (TTY) users may call (360) 705-6718.

F215-038-000 11-2010
REV 31 0020c (11/9/10)
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive / Brian Hartsell</td>
<td>26 June 2012</td>
<td>AB12-97</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Agenda Subject:** Application for a 2012 WSDOT Pedestrian and Bicycle Program Grant.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Submit An Application For A 2012 Wsdot Pedestrian And Bicycle Program Grant.

**Administrative Recommendation:** Approve the Motion

**Background Summary:** WSDOT is accepting grant applications for the 2012 Pedestrian and Bicycle Program. This motion authorizes the City to submit an application requesting $856,000 in funds to complete the design and construction of a 1600 ft shared-use sidewalk with curb, gutter, and retaining walls along the north side of State Route 410 (SR410) from sidewalk, curb, and gutter from 600 ft west of the Angeline Bridge to the existing sidewalk just west of 192nd Avenue East. This section of sidewalk would complete the final sidewalk gap that currently exists—linking all three commercial and civic areas of the City—and create a continuous 2.25 mile pedestrian corridor along SR410. This project is currently at 30% design.

**Attachments:** Draft Grant Application, Project Map, and Plan Sheet

### BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
</table>

**Budget Explanation:** The grant application is requesting $856,000 of the estimated $890,000 needed to complete the project. The $34,000 balance would be match provided by the City from Fund 301 Street CIP. BARS Code is 301.029.032.595.30.63.10, Neighborhood Sidewalk Improvements. Grant funds would not become available until July 2013, so the $34,000 City match would be a FY13 expense.

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:**

- Finance Committee
- Date: 12 June 2012

**Approvals:**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Chair/Councilmember</th>
<th>Dep Mayor Swatman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Councilmember</td>
<td>Councilmember Hamilton</td>
</tr>
<tr>
<td>Councilmember</td>
<td>Councilmember McKibbin</td>
</tr>
</tbody>
</table>

**Forward to:** June 26 Council Mtg

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

**Workshop Date(s):**

**Meeting Date(s):** June 26, 2012

**Public Hearing Date(s):**

**Tabled to Date:**
<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(if applicable)</td>
</tr>
</tbody>
</table>
**Pedestrian and Bicycle Program Grant Application Form**

**Project Title, Location and Date:** City of Bonney Lake SR-410 Shared-Use Sidewalk, Bonney Lake, WA, June 2012

Build new sidewalk on north side of State Route 410 between Main St E and 192th Ave E. This will complete final missing sidewalk link along SR-410 between the three main commercial/retail centers of Bonney Lake—Downtown, Midtown, and Eastown. The project also includes crossing the Angeline Road bridge.

**Lead Agency and Project Manager** (Name, address, phone & fax number, email address)

City of Bonney Lake  
PO Box 7380  
Bonney Lake, WA 98391

John Woodcock  
253-261-5213 cell  
253-447-4336 desk  
253-826-1921 fax  
woodcockj@ci.bonney-lake.wa.us

**Total Grant Request Amount:** (Provide the total grant request amount and identify how the funds will be divided for each of the project components: project development, right-of-way acquisition, engineering)

Total Grant Request: **$856,000**

All grant funds will go towards the design and construction of the project.

**Legislative District**  
31st Legislative District

**Project Summary** (Describe the project specifically in 4 to 5 sentences, be sure to address each element included in the project.)

This project will complete the design and construction of a 1,600 foot shared-use sidewalk with curb, gutter, bike lane and retaining walls along the north side of State Route 410 (SR410). This will complete the missing link that provides a sidewalk on at least one side of SR410. This section of sidewalk would complete the sidewalk that links all three commercial and civic areas of the City—and finishing a continuous 2.25 mile pedestrian corridor along SR-410. This is the only East-West road connecting both ends of the City; thus, making it a very heavily used walkway.

This project is currently at 30% design. Completion of this sidewalk increases pedestrian and cyclist safety along the entire 1,600 ft project area where pedestrians and bicyclist currently must walk in a five to eight foot wide shoulder with 45 MPH traffic on one side and, at one point, the Angeline Road bridge or guardrail on the other side. The cross section will include a 6-foot wide sidewalk behind a 6-inch vertical curb and a 5-foot bike lane.

**Recent Progress** (Describe any efforts or portions of the project that have been completed or are underway)

The 30% design for this project was completed in 2012.

Over time, much progress has been completed towards the creation of a continuous pedestrian corridor along SR-410 that links all three commercial and civic areas of the City.

- In 2011, we used a 2008 Pedestrian and Bicycle Safety Grant to complete a 3,000 foot long sidewalk addition on the North side of SR410 starting at the 198th Avenue intersection. Project Cost = $944,335.
- In 2012-2013, as mitigation from a new medical facility being built next to the Main Street intersection, a segment of sidewalk will be built from Main Street to a point 600 feet west of the Angeline Road bridge on the north side of SR410.
- The sidewalk in this application will begin at this point (600 ft from the bridge) and continue East until it links up with existing sidewalk on the other side of the Angeline Road bridge near 192nd Avenue.
- The SR-410/Veteran’s Memorial Highway (VMH) intersection improvement project that is 100% designed will further extend the western end of the 2.25-mile sidewalk by an additional .25 mile from VMH to Meyers Road. Currently, construction of this project is unfunded.
As development occurs throughout the SR410 corridor, new sidewalks are required to be built by developers along both sides of SR410.

### PROJECT SCHEDULE AND COST SUMMARY SECTION

<table>
<thead>
<tr>
<th>Project Milestones</th>
<th>Funds Administered by WSDOT (WSDOT use only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Source: ___________ Source: _________________</td>
</tr>
<tr>
<td></td>
<td>Amount: __________  Amount: _________________</td>
</tr>
<tr>
<td></td>
<td>Source: ___________ Source: __________________</td>
</tr>
<tr>
<td></td>
<td>Amount: ___________ Amount: _________________</td>
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</table>

<table>
<thead>
<tr>
<th>Project Element</th>
<th>Scheduled</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Development</td>
<td>Mo/Yr</td>
<td></td>
</tr>
<tr>
<td>Project Definition (agreement signed)</td>
<td>Mo/Yr Jul 2013</td>
<td>$0</td>
</tr>
<tr>
<td>Begin PE</td>
<td>Mo/Yr Jul 2013</td>
<td>$150,000 (including already completed 30% design)</td>
</tr>
<tr>
<td>Environmental Docs Approved</td>
<td>Mo/Yr Jan 2014</td>
<td>$0</td>
</tr>
<tr>
<td>ROW Complete (certification)</td>
<td>Mo/Yr Not Applicable</td>
<td>$0</td>
</tr>
<tr>
<td>Contract Advertised</td>
<td>Mo/Yr Apr 2014</td>
<td>$0</td>
</tr>
<tr>
<td>Open to Public (operationally complete)</td>
<td>Mo/Yr Sept 2014</td>
<td>$0</td>
</tr>
</tbody>
</table>

#### Project Cost Summary

- **Dollars in thousands**
  - Project Development: $0
  - Engineering:
    - Preliminary Engineering: $150
    - Right-of-Way: $0
    - Construction: $740
    - Operations/Services: $0
  - Evaluation: $0
  - Total Grant Request: $856
  - Match Amount (if applicable): $34
  - Total Project Cost: $890

#### 2013-15 Cash Flow (expenditures billed to WSDOT):

<table>
<thead>
<tr>
<th>Date</th>
<th>Planned</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/13</td>
<td>$</td>
</tr>
<tr>
<td>12/13</td>
<td>$</td>
</tr>
<tr>
<td>3/14</td>
<td>$250</td>
</tr>
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<td>$</td>
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<tr>
<td>3/15</td>
<td>$</td>
</tr>
<tr>
<td>6/15</td>
<td>$</td>
</tr>
</tbody>
</table>

- *Est. Re-appropriation: $*
- *Future Biennium: $*

- **TOTAL $ 856**
**PROJECT DESCRIPTION SECTION**

**Current Conditions.** Describe the current conditions (e.g., existing roadway conditions, speed, risk factors).

**SR-410 Shared-use Sidewalk Project Segment.** Currently, SR410 along the project area is 4 lanes with 5 to 8-foot wide shoulders. The posted speed limit is 45 mph in this section and both sides of the roadway are void of continuous sidewalks. Two of the City’s three main commercial centers are on either side of the proposed project. The west side of the project consists of the City’s downtown area, which includes the Park-and-Ride Transit Center, the Justice Center, the Public Safety Building, Post Office, and City Hall Annex—among other commercial and retail businesses. The east side of the project area consists of the Midtown commercial center, which includes Wal-mart, Target, Marshall’s and other businesses. This is the only route to reach Bonney Lake High School and Mountain View Middle School that are less than 1-mile away. Since September 2008, there have been 8 accidents involving a vehicle and pedestrian/cyclist along SR410. All accidents were outside this project segment, but within the 2.25 mile SR410 corridor in Bonney Lake City Limits and therefore indicative of the risks for pedestrians and bicyclists in this segment. This project segment contains a “bridge” without sidewalks and is a serious pedestrian barrier between the Midtown and Downtown commercial shopping areas of the City.

**SR-410 Corridor.** State Route 410 in Bonney Lake is a 4-mile stretch of a highway running through the heart of the City. The four-to-six lane roadway is straddled by roughly ninety-five percent of the City’s commercial developments and experiences a similar percentage of the City’s daily traffic. The City has worked aggressively to increase the amount of SR-410 in Bonney Lake that is bordered by sidewalks. This project addresses the last remaining segment for the 2.25 mile stretch that links the three main commercial centers—Downtown, Midtown and Eastown from Veterans Memorial Highway to 214th Ave. This remaining segment requires pedestrians and bicyclists to travel in the road’s shoulder, sharing the roadway with other vehicles traveling at speeds of 45-50 mph. The project segment includes the Angeline Road bridge, wherein pedestrians and bicyclists are funneled between the traffic lanes and the guardrails. These current conditions have directly contributed to the 8 recorded accidents involving vehicles and pedestrians or bicyclists since 2008 in the SR410 corridor.

**Project Impact.** How will the project meet the four goals?

(a) **Promoting healthy communities by encouraging walking, bicycling and using public transportation**

The SR-410 Shared Use Sidewalk project is one more part of an overall plan and commitment by the City to become more pedestrian and bike-friendly. The City has prepared and has been implementing a Non-Motorized Transportation Plan. Key issues and concerns identified in the plan include lack of connectivity for pedestrians and cyclists to public facilities, parks, schools, and businesses. Constructing sidewalk on the one main arterial through the City and thereby connecting all three commercial and retail areas of the City will significantly address these issues and concerns. This project would complete the **final link** to that complete connectivity. Walking and bicycling would be greatly encouraged by such connectivity to primary destinations in the City. Additionally, completion of this project would remove **the most serious pedestrian/bicyclist safety hazard identified in the City’s Non-motorized Transportation Plan.**

(b) **Improving safety by designing major arterials to include features such as wider sidewalks, dedicated bicycle facilities, medians, and pedestrian streetscape features, including trees where appropriate.**

The SR-410 Shared Use Sidewalk Project would construct a 6-foot sidewalk and 5-foot wide bicycle path along SR410 to allow for shared use for both pedestrians and cyclists. Safety barriers and retaining walls...
will be placed along steep slopes to ensure stability of the slope in relation to the project area and ensure safety of vehicles and pedestrians from steep drop-offs.

(c) Protecting the environment and reducing congestion by providing safe alternatives to single occupancy driving.

With the City of Bonney Lake’s population almost doubling since 2000 (estimated in excess of 18,000 people in 2012), the traffic along SR410 has seen a corresponding increase; thus, steadily increasing the risks to pedestrians and bicyclists where there are no sidewalks or bike lanes. The levels of service at several of the SR410 intersections are failing and design efforts for improvement projects are underway to improve these levels. While some of these projects involve additional turn signals, updated traffic signals, and improved engineering, other projects or components increase bicycle lanes, sidewalks, and overall improved non-motorized connectivity. This improved connectivity will reduce vehicle traffic by linking not only the three primary commercial/retail areas of the City with sidewalks, but will also link them with the Bonney Lake Park and Ride Transit Center. This Park and Ride provides shuttle service to the Sumner Sounder Train Station and thereby connects this SR-410 Shared Use Sidewalk project to the entire Puget Sound region.

(d) Preserving community character by involving local citizens and stakeholders to participate in planning and design decisions.

This SR-410 Shared Use Sidewalk project is a priority of the City and addresses key problems identified in the Non-motorized Transportation Plan. This Non-motorized Transportation Plan was developed with significant community involvement including Public Open House Meetings, City Council Meetings, and Planning Commission Meetings and since that time the plan has been implemented on a yearly basis focusing on highest priority pedestrian links that connect kids to schools. Since 2005, the City has increased the amount of sidewalks by 100%. This proposed segment will connect the Downtown residents to the schools located in the Mid-Town section quadrant. It will also provide safe access to commercial businesses in the SR410 corridor.

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION SECTION (continued)</th>
<th>Nationally designated Main Street Community</th>
<th>Posted Travel Speed</th>
</tr>
</thead>
</table>
| Distance from major housing, commercial attraction, transit station or other bicycle or pedestrian generator.  
  Distance (miles) .2 miles ________  
  Comments: West end of the project segment is .2 miles from the Bonney Lake Park and Ride Transit Center and .15 miles from intersection of SR-410 and Main St E. | National Main Street Affiliate  
  National Historic District  
  ________  
  ________  
  ________  
  ________ | 45 ________MPH  
  If operating speed differs, please provide operating speed:  
  ________MPH |
| Prior traffic collision involving bicyclist/pedestrian at location within past three years.  
  Total pedestrian/bicyclists involved crashes 0 ________  
  Comments: Eight (8) accidents occurred just outside the project segment in the adjacent 2.25 mile SR-410 corridor within Bonney Lake and therefore | Signalized Intersection Spacing or Distance to Alternate Crossing Facility.  
  Distance (feet) 3,200 ft ________  
  Comments: This is the distance between Main St E and 192rd Ave E, which are the two signalized intersections on either side nearest the proposed project segment. However, there is no sidewalk on either side of SR-410 at this project |
indicative of this project’s segment. Collision data from WSDOT is available and on file.

<table>
<thead>
<tr>
<th>Width of Roadway</th>
<th>Existing Traffic Volumes.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Lanes (include turn lanes) SR-410 is four lanes—two in each direction.</td>
<td>Volume (Average Daily Traffic) 45,000 ADT at the project segment.</td>
</tr>
<tr>
<td>Comments:</td>
<td>Number of people biking/walking</td>
</tr>
<tr>
<td></td>
<td>Comments: Number of people biking/walking is not exactly known since this stretch is such a deterrent due to dangerous pedestrian conditions.</td>
</tr>
</tbody>
</table>

Describe supportive policies, ordinances, standards, and practices in place to help ensure project success.

- City and WSDOT design standards.
- Implementing the Non-motorized Transportation Plan adopted by the City as part of the Comprehensive Plan.
- Complies with Concurrency standards set by the Growth Management Act.

Implementation. Outline the project implementation plan or approach consistent with the previously documented milestones (i.e., project delivery status (planning, environmental review, right of way acquisition, construction plans), matching funds or services, consistency with community plans)

The sidewalks will be located in the City’s right-of-way. As the final link, this project will be the culmination of years of work securing funds and establishing partnerships to construct sidewalk that would link the three main commercial/retail centers of the City. Completion will mark a major step towards ongoing realization of the City’s Non-Motorized Transportation Element of the City’s overall Comprehensive Plan. The City’s matching funds will come from the City’s Capital Improvement Projects Budget for sidewalks. The project is currently 30% designed. The project is supported unanimously by elected officials and will be executed by a staff committed to the proposed timetable and grant requirements.
### APPLICATION CONCURRENCE

<table>
<thead>
<tr>
<th>Transportation Agency Engineer, Traffic Engineer, or Director</th>
<th></th>
</tr>
</thead>
</table>
| **Name:** Dan Grigsby, P.E.  
**Title:** Public Works Director  
**Address:** 8720 Main Street E., Bonney Lake, WA 98391  
**Email:** grigsbyd@ci.bonney-lake.wa.us  
**Phone:** 253-447-4347 | **Date:** June 6, 2012 |

<table>
<thead>
<tr>
<th>WSDOT Official (if project is on a State Highway)</th>
<th></th>
</tr>
</thead>
</table>
| **Name:** Dale Severson  
**Title:** Development Services Engineer  
**Address:** WSDOT Olympic Region, PO Box 47440, Olympia, WA 98504-7440  
**Email:** seversd@wsdot.wa.gov  
**Phone:** 360-357-2736 | **Date:** April 23, 2012 |
Brian Hartsell

From: John Woodcock
Sent: Wednesday, April 25, 2012 11:51 AM
To: Brian Hartsell
Subject: FW: SR410 Sidewalk Grant

Brian, Dale confirms his position as our WSDOT official. See corrections below.

From: Severson, Dale [mailto:SeversD@wsdot.wa.gov]
Sent: Wednesday, April 25, 2012 8:13 AM
To: John Woodcock
Subject: RE: SR410 Sidewalk Grant

Suggest add PE after my name.

From: John Woodcock [mailto:jw@ci.bonney-lake.wa.us]
Sent: Monday, April 23, 2012 11:33 AM
To: Severson, Dale
Subject: FW: SR410 Sidewalk Grant

I got your title from the front desk, I also don’t need the letter examples (see below). Would you be the WSDOT Official?

From: John Woodcock
Sent: Monday, April 23, 2012 11:32 AM
To: Brian Hartsell
Cc: Doug Budzynski
Subject: SR410 Sidewalk Grant

How does this look?

From: Brian Hartsell
Sent: Friday, April 20, 2012 1:55 PM
To: John Woodcock
Subject: RE: SR410 Sidewalk

The WSDOT website says “A plan sheet showing project design detail in either plan view or as a typical section Please do not include pictures, letters of support, or other unsolicited supporting detail.” So, I don’t need a letter. However, the application does require the following for the concurrence:

<table>
<thead>
<tr>
<th>APPLICATION CONCURRENCE</th>
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</thead>
<tbody>
<tr>
<td>Transportation Agency Engineer, Traffic Engineer, or Director</td>
</tr>
<tr>
<td>Name: Dan Grigsby, P.E.</td>
</tr>
<tr>
<td>Title: Public Works Director</td>
</tr>
<tr>
<td>Address: 8720 Main Street E., Bonney Lake, WA 98391</td>
</tr>
<tr>
<td>Email: <a href="mailto:grigsbyd@ci.bonney-lake.wa.us">grigsbyd@ci.bonney-lake.wa.us</a></td>
</tr>
<tr>
<td>Phone: 253-447-4347</td>
</tr>
<tr>
<td>WSDOT Official (if project is on a State Highway)</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>Name: Dale Severson, P.E.</td>
</tr>
<tr>
<td>Title: Development Services Engineer</td>
</tr>
<tr>
<td>Address: WSDOT Olympic Region, PO Box 47440, Olympia, WA 98504-7440</td>
</tr>
<tr>
<td>Email: <a href="mailto:seversd@wsdot.wa.gov">seversd@wsdot.wa.gov</a></td>
</tr>
<tr>
<td>Phone: 360-357-2736</td>
</tr>
</tbody>
</table>

Brian Hartsell
Executive Assistant
City of Bonney Lake
9002 Main St E
Bonney Lake, WA 98391
253-447-3280
hartsellb@ci.bonney-lake.wa.us
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Meeting/Workshop Date: 26 June 2012
Agenda Bill Number: AB12-73

Agenda Subject: A resolution accepting a donation from the Bonney Lake/Lake Tapps Senior Citizens (Senior Board) toward the purchase of a new senior services van, and authorizing the mayor to surplus the current senior van to the State of Washington General Administration (GA) surplus program.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Accepting A Donation from the Bonney Lake/Lake Tapps Senior Citizens for the Purpose of Purchasing a New Senior Services Van, and Authorizing The Mayor To Surplus Property in Accordance With The Provisions Outlined in BLMC 2.70.100.

Administrative Recommendation: Approve.

Background Summary: The City of Bonney Lake has one senior center 14 passenger vehicle that is scheduled to be retired in 2015. It is proposed the City Council support moving this van up on the replacement schedule due to the increasing repair expenses and undependability of the van. To salvage any remaining value the vehicle has, it is recommended that this vehicle be declared surplus and disposed of through the State’s General Administration (GA) surplus program. The City finds it cost prohibitive to keep the vehicle in service. Proceeds from the sale will be applied to the purchase of a new passenger vehicle for the senior center program. The City has $49,000 in the ER&R Fund toward the replacement of the van. The Senior Board has fund-raised another $21,800 which it will make available to the City. The cost for the new van is approximately $75,000. It is hoped the sale of the current van will bring sufficient money to complete the new purchase. The issue was discussed at the Finance Committee.

Attachments: 1) Resolution; 2) Exhibit A-- Vehicle Surplus List; 3) Exhibit B—Repair and Maintenance history of Ford multi-passenger van

BUDGET INFORMATION

Budget Explanation: GA will retain a 7.5% fee for selling the vehicle. The fee will be a minimum of $150, and a maximum of $900. If the vehicle sells for less than $150, the City receives nothing, but does not pay a fee. If the vehicle does not sell after several attempts GA has outlets to then sell the vehicle for parts, scrap, etc. The transactions associated with the donation and purchase will be part of a budget amendment at year end.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Date: 6/12/12

Chair
Swatman

Councilmember
Hamilton

Councilmember
McKibbin

Consent □ Yes □ No

Forward to: June 26, 2012 Council Meeting
Agenda:

COUNCIL ACTION

Workshop Date(s):
Meeting Date(s): 6/12/26

Tabled to Date:

APPROVALS

Director: HTE
Mayor: NHJ
City Attorney: 6/26/12
RESOLUTION NO. 2206

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ACCEPTING A DONATION FROM THE BONNEY LAKE/LAKE TAPPS SENIOR CITIZENS FOR THE PURPOSE OF PURCHASING A NEW SENIOR SERVICES VAN, AND AUTHORIZING THE MAYOR TO SURPLUS PROPERTY IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN BLMC 2.70.100.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to accept a donation from the Bonney Lake/Lake Tapps Senior Citizens for the purpose of purchasing a new senior services van, and to surplus the current senior services van in accordance with provisions outlined in BLMC 2.70.100, and further directs the Mayor to prepare before the end of the current fiscal year an appropriate amendment to the 2011-2012 Biennial Budget to reflect the additional revenues and adjustments to the ER&R Fund to allow for the purchase of a new senior services van.

PASSED by the City Council this 26th day of June, 2012.

_________________________________
Neil Johnson Jr., Mayor

ATTEST:                               APPROVED AS TO FORM:

_________________________________ _________________________________
Harwood T. Edvalson, CMC    James Dionne, City Attorney
City Clerk
Bonney Lake Area Seniors

Bonney Lake City Council

June 22, 2012

Esteemed Council Members,

On behalf of the Bonney Lake Area Senior Citizens the Senior Advisory Board would like to present the enclosed donation in the amount of $21,500.00. It is our wish that these funds be used exclusively for the purchase of a vehicle for the purpose of transporting local senior citizens.

We would like to thank you for your ongoing support of the Senior Center, the programs and senior activities.

Sincerely,

Dorothy Dominguez
Bonney Lake Area Seniors Advisory Board President

Enclosure
## Exhibit B--Repair and Maintenance history of 2000 Aerotech Passenger Senior Bus  Resolution

**RS125**  Entered service 1/31/2001

<table>
<thead>
<tr>
<th>LOF's</th>
<th>Brakes</th>
<th>Tires</th>
<th>Battery</th>
<th>ACCIDENTS</th>
<th>Repeat issues or minor other</th>
<th>Recalls</th>
<th>OTHER (repairs)</th>
<th>Total Repairs assoc with others</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/16/2003</td>
<td>2/10/2007</td>
<td>3/1/05 (1)</td>
<td>8/14/2009</td>
<td>Back window shattered 10/9/06</td>
<td>Thrust angle alignment 4/3/06</td>
<td></td>
<td>Ford recommended replacement of tension, idler pulleys and water pump bearings (hub has play). Replaced alternator bearing and brackets (had shed some grease from being over worked). 6/4/02 (not picked up under warranty)</td>
<td>$1,134.37</td>
</tr>
<tr>
<td>1/9/2004</td>
<td>8/5/2008</td>
<td>6/22/05 (3)</td>
<td></td>
<td>Repair on drivers side window and tail 11/27/06</td>
<td>Thrust angle alignment 11/3/06</td>
<td></td>
<td>Serpentine belt came apart/will not crank. Removed and replaced crank pulley, water pump and fan in order to remove belt debris stuck in engine compartment. Replaced both idlers due to loose bearings. Diagnosis: Alternator angle bad. Shimmed up bracket, replaced alternator and bracket. 6/24/02 (not picked up under warranty)</td>
<td>$976.42</td>
</tr>
<tr>
<td>4/27/2004</td>
<td>4/7/2009</td>
<td>11/3/06 (2)</td>
<td></td>
<td>Right rear fiberglass &amp; clear coat, reattach bumper 2/28/09</td>
<td>Alignment &amp; bushings 10/12/07</td>
<td></td>
<td>El Dorado National informed city on 5/23/03 that there was no warranty on file. Warranty coverage was no applicable unless registration was on file. Warranty filled out and sent 5/29/03</td>
<td>WARRANTY ACTIVE AS OF 6/1/03</td>
</tr>
<tr>
<td>2/16/2005</td>
<td>6/17/08 (4)</td>
<td></td>
<td></td>
<td>Installed mounting arm 2/26/08</td>
<td></td>
<td></td>
<td>Replaced assembly switch that runs top running lights and left back up lights (broken) 3/9/04</td>
<td>$29.08</td>
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<tr>
<td>7/15/2005</td>
<td>Flat tire 7/1/08</td>
<td></td>
<td></td>
<td>All wheel alignment 7/18/08</td>
<td></td>
<td></td>
<td>Repair wheel chair lift Diagnosis: Left side off balance. Adjusted and reset 9/21/04</td>
<td>$363.18</td>
</tr>
<tr>
<td>10/7/2005</td>
<td>7/31/08 (2)</td>
<td></td>
<td></td>
<td>Nylon tubing for oil leak 5/28/09</td>
<td></td>
<td></td>
<td>Wheel Chair lift intermittently doesn’t work. After demo, determined operator error (no fee) 5/1/06</td>
<td>no fee</td>
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<tr>
<td>5/5/2006</td>
<td>4/29/2011 (all)</td>
<td></td>
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<td>Mirror bolt replaced 11/20/09</td>
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<td>Replaced engine cooler valve assembly 12/12/06</td>
<td>$175.66</td>
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<tr>
<td>8/3/2006</td>
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<td>Front and rear brakes complete replacement, axle disc seals replaced due to abnormal tire wear (continued issue) 2/10/07</td>
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<td></td>
<td>62K Service. New wiper blades, brake system flush, fuel filter, air filter, transmission fluid exchange, throttle body assembly service, coolant flush and replace serpentine belt (second time-cracked and signs of shredding) 8/20/07</td>
<td>$920.18</td>
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<tr>
<td>9/29/2006</td>
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<td>$959.59</td>
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<tr>
<td>1/5/2007</td>
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<td>6K Service. New wiper blades, brake system flush, fuel filter, air filter, transmission fluid exchange, throttle body assembly service, coolant flush and replace serpentine belt (second time-cracked and signs of shredding) 8/20/07</td>
<td>$959.59</td>
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<tr>
<td>3/23/2007</td>
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<td>Noise in steering. Replaced the idler Pulley (second time) and replaced Power Steering Pump (leaking) 9/8/07</td>
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<td>6/20/2007</td>
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<td>During LOF, replaced wheel bearings inner and outer 10/5/07</td>
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<td>Evaluated the suspension issues. Replaced all shocks 4/12/08</td>
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<td>Date</td>
<td>Description</td>
<td>Cost</td>
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<td>8/17/2007</td>
<td>84K service, replaced air filter, replaced serpentine belt (third time), tensioner (second time), large oil leak present. Diagnosis: defective sender. Performed recall, replaced fused jumper harness, transmission &amp; all fluid flush service, 6/16/08</td>
<td>$1,047.98</td>
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<tr>
<td>10/5/2007</td>
<td>During all wheel alignment, inspected front end and found upper and lower ball joints on left side loose and sway bar bushings in axle missing. Replaced all 7/18/08</td>
<td>$723.36</td>
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<tr>
<td>12/14/2007</td>
<td>95K LOF service, replaced all illumination bulbs in dash, flushed coolant system, front tires getting chewed up again checked alignment- Ford set toe and steering wheel straight 12/12/08</td>
<td>$387.17</td>
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<tr>
<td>2/26/2008</td>
<td>Shifter is loose, will not come out of park after repairs to wheel chair lift manual add on. Replaced the parking brake assembly. Interlocking solenoid diode feedback into circuit was bad. Found Oil leak present (no repairs at the time) changed oil, replaced air cleaner housing due to broken tabs causing air leak into engine 3/24/09</td>
<td>$3,535.38</td>
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<td>5/2/2008</td>
<td>Engine missing/lack of acceleration. Removed/Replaced leaking catlyst, LOF, replaced lamp assembly, replaced loose bushings in shifter and shifter assembly, replaced 4 spark plug injectors (tabs were broken off), replaced air cleaner 2/8/10</td>
<td>$4,029.13</td>
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<tr>
<td>7/11/2008</td>
<td>Wheel Chair lift inspection by Transpo 10/27/10</td>
<td>$129.11</td>
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<td>9/25/2008</td>
<td>New starter replaced in shop 10/13/10</td>
<td>$150.56</td>
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<tr>
<td>2/5/2009</td>
<td>Replaced muffler (exhaust leak &amp; cracked) 1/15/11</td>
<td>$103.83</td>
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<tr>
<td>3/24/2009</td>
<td>142K Service C. Replaced upper and lower (second time) ball joints, full service to change oil, drain all liquids, check belts, battery and lubricate chassis/boots and steering linkage. 1/19/2011</td>
<td>$920.28</td>
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<tr>
<td>7/7/2009</td>
<td>Sporadic problem with light switch. HVAC fan system inop. Replace switch, wiring and fan motor 5/2/2011</td>
<td>$421.94</td>
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<tr>
<td>9/1/2009</td>
<td>Driveline noisy. PW shop performed initial evaluation. Found normal wear for age/mileage/weight bearing of bus. Driveline will need replacing in future 7/19/2011 no fee</td>
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<tr>
<td>10/14/2009</td>
<td>Noise continues under bus (thumping). Ford Diagnosis: Sway bar end bushings worn out (Replaced) Recommend that the driveline be replaced (due to age/deterioration) Performed oil change service and checked brakes/hubs 7/8/2011</td>
<td>$102.34</td>
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<td>6/28/2010</td>
<td>Lift intermittently not working. Diagnosis: Lift is leaking internally which is causing the lift to rest upon the doors. Temp fix by adjusting the stow/deploy limit switches. Kersey Mobility recommends the lift pump assembly be replaced 5/4/2012</td>
<td>$250.83</td>
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<td>10/22/2010</td>
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<td>4/14/2011</td>
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<td>11/8/2011</td>
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<td>5/7/2012</td>
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<td>LOF's</td>
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<td>Tires</td>
<td>$4,626.51</td>
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<td>ACCIDENTS</td>
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<td>GRAND TOTAL</td>
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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Police / Chief Dana Powers
Meeting/Workshop Date: 26 June 2012
Agenda Bill Number: AB12-100

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2222
Councilmember Sponsor:

Agenda Subject: Approval of Hold Harmless Agreement for Swiss Sportsman's of Tacoma for Police Use of the Gun Range.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Execute A Hold Harmless Agreement For The Swiss Sportsmen's Club Of Tacoma For The Use Of The Club's Gun Range.

Administrative Recommendation: Approve.

Background Summary: The Police have used the gun range for practice for a number of years. This contract is a renewal hold harmless agreement for the continued use of the gun range.

Attachments: Hold Harmless Agreement

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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<tr>
<td>5,000.00</td>
<td>5,000.00</td>
<td>5,000.00</td>
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</tbody>
</table>

Budget Explanation: No Budget Impact to this agreement.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Approvals:
Date: 
Chair/Councilmember
Councilmember
Councilmember
Forward to: Consent Agenda: Yes No
Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): Public Hearing Date(s):
Meeting Date(s): 26 June 2012 Tabled to Date:

APPROVALS

Director:
Mayor:
Date Reviewed by City Attorney:
(if applicable):

Agenda Packet p. 59 of 64
RESOLUTION NO. 2222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A HOLD HARMLESS AGREEMENT WITH THE SWISS SPORTSMEN’S CLUB OF TACOMA FOR THE USE OF THEIR FIREARMS TRAINING FACILITY.

WHEREAS, Bonney Lake Police Department requires a firearms training facility to ensure officers are adequately qualified to carry a firearm while working in their capacity as a Commissioned Officer for the City of Bonney Lake; and

WHEREAS, the Swiss Sportsmen’s Club of Tacoma has offered such a facility within the City of Bonney Lake pending the signing of the annual hold harmless agreement; and

WHEREAS, the City has budgeted for the Bonney Lake Police Department facility rental agreement to cover the facility rental costs of utilizing the Swiss Sportsmen’s Club of Tacoma’s facility.

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

Section 1. The Mayor is hereby authorized to sign the hold harmless agreement with the Swiss Sportsmen’s Club of Tacoma.

PASSED BY THE CITY COUNCIL this 26th day of June 2012.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney
SWISS SPORTSMEN’S CLUB OF TACOMA
RENTAL HOLD-HARMLESS AGREEMENT

This agreement is made this ______ day of ____________ , 20 ______ and entered between the Swiss Sportsmen’s Club of Tacoma, a non-profit organization, hereafter referred to as “SSCT”, and the City of Bonney Lake, hereafter referred to as “COBL”.

1. DAYS OF USE: Whereas the COBL desires to use the SSCT Facilities for firearm shooting, practice and training, two (2) days per month. These days of use shall be mutually scheduled and reserved in advance by the Training Officer for the COBL, and the SSCT Park Manager. The COBL will schedule days of use no less than 14 days in advance.

2. COMMISSION OFFICERS ONLY: No other person, other than Commissioned Law Enforcement Officers employed by the COBL, may use the facility without written approval from the SSCT.

3. SAFETY RULES: All Commissioned Officers using the facility shall conduct themselves in accords with the standard firearm safety practices and observe all established shooting rules of the SSCT as set forth in the attached Outdoor Range and Safety Rules.

4. USING THE FACILITIES: The COBL shall furnish to the SSCT, prior to using the facilities, a city approved safety plan. When the COBL is using the facilities, there shall be at least one COBL designated Range Supervisor to ensure all safety rules and regulations are followed. Upon finishing after each use of the facility, the facility grounds shall be inspected by COBL and returned to its original condition with specific concern given to recovering any live ammunition.

5. HOLD HARMLESS AND INSURANCE: The COBL shall be fully responsible for all acts, commissions, or omissions, of Officers or Agents using the facility for firearm shooting, training, and practice. The COBL hereby agrees to save and hold SSCT, its officials, members, board members, employees, and agents, harmless from all damages directly or indirectly incurred as a result of any acts, omissions, errors, or negligence of its Officers or Agents using the SSCT Facility. The COBL agrees to indemnify and hold the SSCT harmless from any such acts and/or omissions. The COBL shall provide a certificate of insurance naming the SSCT as an additional insured prior to use of the facilities.

6. EFFECTIVE DATE: This agreement shall be effective upon execution and shall be renewed on an annual basis. Either party privy to this agreement may terminate this agreement by delivering a written notice of termination at least thirty (30) days in advance of the termination date.
7. **CHANGE IN WRITING ONLY:** This agreement represents the entire agreement between the parties. No change or modification attempt to waive any of the provisions of this agreement shall be binding by either party unless the authorized representative of each party agrees to the change in writing. This agreement shall not be modified, supplemented, or otherwise affected by the course and dealings between the parties.

8. **ANNUAL FEE:** The annual fee in the amount of Five Thousand ($5,000.00) Dollars shall be charged to the COBL and shall be paid within thirty (30) days of signing this agreement and must be paid before the facility may be used by the COBL.

9. **NOTICES:** All notices shall be sent to the named party as listed below.

Swiss Sportsmen's Club of Tacoma  
9205 198th Avenue East  
Bonney Lake, WA 98391

Dated this 9th day of **MAY**, 2012

By (print name) **EARL GRATZER**, President SSCT

By (signature) __________________________

**CITY OF BONNEY LAKE**

By (print name) __________________________

By (signature) __________________________
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact:
PW / John Woodcock

Meeting/Workshop Date:
26 June 2012

Agenda Bill Number:
AB12-101

Agenda Item Type:
Motion

Ordinance/Resolution Number:

Councilmember Sponsor:
Randy McKibbin

Agenda Subject:  Set Public Hearing for the 2013-2018 Six Year Transportation Improvement Program

Full Title/Motion:  A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Set A Public Hearing For The 2013-2018 Six Year Transportation Improvement Program.

Administrative Recommendation:

Background Summary:  RCW 35.77.010 requires an annual public hearing for any updates to the local 6 Year Transportation Improvement Program (TIP) in order to be eligible for most grant funding.

Attachments:

BUDGET INFORMATION

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<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:  Community Development Date:

Approvals:
- Chair/Councilmember Randy McKibbin
- Councilmember James Rackley
- Councilmember Katrina Minton-Davis

Forward to:  Consent Agenda:  Yes  No

Commission/Board Review:  Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):  Public Hearing Date(s):  June 26, 2012
Meeting Date(s):  Tabled to Date:

APPROVALS

Director:  Dan Grigsby, P.E.
Mayor:  Neil Johnson Jr.

Date Reviewed by City Attorney:  (if applicable):
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