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:
   D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
   A. Public Hearings:
      1. AB13-03 – A Public Hearing Regarding Proposed Resolution 2265, To Establish The Eastown Sewer Utility Latecomer Agreement.
   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.


B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #65264 thru 65316 (and wire transfer #’s 20121220, 20130103, 2013011101) in the amount of $552,183.70 out of the 2012 budget; Accounts Payable checks/vouchers #65317 thru 65331 in the amount of $22,429.47 out of the 2013 budget; Accounts Payable checks/vouchers #65332 thru 65536 in the amount of $1,866.07 for AR Refunds out of the 2013 budget; Accounts Payable checks/vouchers #65337 thru 65343 in the amount of $41,416.01 out of the 2012 budget; Accounts Payable checks/vouchers #65344 thru 65345 in the amount of $400.00 out of the 2013 budget; Accounts Payable checks/vouchers #65346 thru 65358 (and wire transfer # 2013011501) out of the 2012 budget in the amount of $169,081.15; Accounts Payable checks/vouchers #65359 thru 65363 in the amount of $4,747.37 out of the 2013 budget for a grand total of $792,123.77.

C. AB13-01 – Resolution 2262 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Interlocal Agreement Between The City Of Bonney Lake And Pierce County For Two Shared Stormwater Control Facilities.

D. AB13-09 – Resolution 2263 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Acquisition Of Right Of Way For The 192nd Avenue Corridor.

E. AB13-02 – Resolution 2264 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Transportation Improvement Board Fuel Tax Grant Distribution Agreement And Project Funding Status Forms.

F. AB13-08 – Resolution 2266 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Providing For The Submission Of A Proposition To The Qualified Voters Of The City Of Bonney Lake At A Special Election To Be Held On April 23, 2013, For Their Approval Or Rejection Of The Creation Of A Metropolitan Park District Pursuant To Chapter 35.61 RCW.

G. AB13-12 – Resolution 2267 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Submission Of A HUD Community Development Block Grant Application To The WA Department Of Commerce For The Development Of A New Food Bank

H. AB13-13 – Resolution 2268 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Service Agreement Between The City Of Bonney Lake, Washington And South Sound 911 For The Continued Services Formerly Provided By Law Enforcement Support Agency (LESA).

J. **AB13-06** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Purchase And Installation Of Flygt Pumps At Lift Stations 3, 4, 6, 7, 8, 13 And Spare Contract With Whitney Equipment Company As Complete.

K. **AB13-11** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The 97th Street E Sidewalk Improvements Project With Jennings NW, LLC.

V. **FINANCE COMMITTEE ISSUES:**


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

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

VIII. **FULL COUNCIL ISSUES:** None.

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
Jason Cline & friends walk, hike, clean and enjoy what Angeline Rd & Sky Island Blvd/Panorama Heights have to offer.
As a youngster Jason always dreamed of adopting a street. All grown up & an outdoor enthusiast, Jason has two routes!
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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

**Meeting/Workshop Date:** 22 January 2013

**Agenda Bill Number:** AB13-03

**Agenda Item Type:** Public Hearing

**Ordinance/Resolution Number:** 2265

**Councilmember Sponsor:**

**Agenda Subject:** Public Hearing for Resolution 2265 (Eastown ULA)

**Full Title/Motion:** n/a A Public Hearing To Consider Resolution 2265, Authorizing The Establishment Of The Eastown Sewer Utility Latecomer Agreement

**Administrative Recommendation:** Approve.

**Background Summary:** This agreement results in construction of an extension to the City Sewer System into EASTOWN. This extension will build a new sewer lift station in Eastown and will install a new sewer line from this new lift station westerly along 96th Street creating a connection with the existing lift station in the Safeway parking lot. Additionally, this agreement establishes the method to calculate the Latecomer Fee and benefitting parcels in Eastown. As Latecomer Fees are paid, the City and LLC will be reimbursed for their proportionate share of the actual construction costs. The LLC has signed this agreement and will contribute their share of the estimated construction cost within 30 days after the City Council authorizes the Mayor to sign this agreement.

**Attachments:** Eastown Sewer Development Financing Contract and ULA, ULA Exhibits A-F

**BUDGET INFORMATION**

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

**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development
Date: 20 November 2012

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

**Forward to:** 20NOV2012 Workshop

Consent Agenda: ☑ Yes ☐ No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s): 20 November 2012
Public Hearing Date(s): 22 January 2013
Meeting Date(s): 12 February 2013
Tabled to Date:

**APPROVALS**

Director:
D. Grigsby, P.E.

Mayor:

Date Reviewed by City Attorney:
(if applicable):

Agenda Packet p. 7 of 172
RESOLUTION NO. 2265

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING ESTABLISHMENT OF THE EASTOWN UTILITY LATECOMER AGREEMENT.

WHEREAS, the City Council approved a non-binding Memorandum Of Understanding with the Eastown Sewer Development Association LLC to build a sewer system extension into Eastown with Resolution 2165 on October 18, 2011; and,

WHEREAS, the City and Eastown Sewer Development Association LLC now desire to enter into a Utility Latecomer Agreement for the purpose of building an extension of the City sewer system into Eastown; and,

WHEREAS, the terms of this agreement are as set forth in the attached Utility Latecomer Agreement;

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the EASTOWN SEWER DEVELOPMENT FINANCING CONTRACT AND UTILITY LATECOMER AGREEMENT.

PASSED by the City Council this ____ day of _____________.

________________________________
Neil Johnson Jr., Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_________________________________
James Dionne, City Attorney
DOCUMENT TITLE:
Sewer Development Financing Contract

REFERENCE NUMBERS OF DOCUMENTS RELEASED:
N/A

GRANTOR/GRANTEE:
Eastown Sewer Development LLC/City of Bonney Lake

ABBREVIATED LEGAL DESCRIPTION: EASTOWN UTILITY LATECOMER AGREEMENT

TAX PARCEL/RECORDING NUMBERS: See tax parcel numbers on EXHIBIT D

EASTOWN SEWER DEVELOPMENT FINANCING CONTRACT AND UTILITY LATECOMER AGREEMENT

WHEREAS, the City of Bonney Lake ("City") and the Eastown Sewer Development Association L.L.C. ("Association") and its individual members, in recognition of the individual and public benefit to be served by installing a sanitary sewer system in the area of Bonney Lake known as Eastown, executed a Memorandum of Understanding (MOU) in Resolution 2165 on October 18, 2011, expressing their intentions to execute a Sewer Development Financing Contract ("Agreement"); and

WHEREAS, installing sewer service in Eastown will augment the city’s utility rate base, implement the comprehensive plan of the city by extending utility infrastructure and stimulating commercial development in Eastown, and benefit the sewer utility’s efficiency and economy of scale; and

WHEREAS, the City has completed plans and specifications for the development of a sewer lift station and associated sewer system infrastructure in Eastown; and

WHEREAS, Chapter 35.91.020 RCW gives cities the authority to contract with private property owners for construction of utility infrastructure, to assess benefitted properties for pro rata share of construction costs, and to collect reimbursements from property owners who connect to the system within twenty (20) years; and
WHEREAS, the RCW and Bonney Lake Municipal Code ("BLMC") Chapter 13.16 authorize the City to partner with interested parties in financing development of utilities, and to receive latecomer reimbursements for City expenditures on same; and

WHEREAS, the Code provides that no financing arrangement may be approved in which the city participation amounts to more than 95 percent of the total construction costs as determined by the Engineers Estimate.

NOW THEREFORE, the undersigned agree upon all of the following terms:

1. **Construction Project.** The City shall be responsible for the construction of sanitary sewer infrastructure in Eastown, including a lift station and associated infrastructure (hereinafter referred to the Eastown Sewer Development Project, or “Project”). The Project shall consist of a new sewer lift station and a pressure/gravity line along 96th Street East connecting to the existing sewer system. A map indicating the location of construction work is attached as Exhibit A to this Agreement. The City shall have sole discretion and authority to manage the Project and direct the work, including the granting of change orders or alteration of designs where appropriate.

2. **Public works laws.** The City shall manage the Project as a public works project, abiding by all applicable requirements of Title 39 RCW, including competitive bidding, bonding, retainage, and the payment of prevailing wages.

3. **Association’s contribution.** The City’s obligation to construct the Project shall be contingent upon the Association’s upfront payment to the City of five percent (5%) of the total estimated Project construction costs payable within thirty (30) days of execution of this Agreement. The Association’s payment shall be made in cash to the City’s Finance Director. Failure to make the payment within thirty (30) days shall render this Agreement void and of no further effect, and shall nullify the City’s obligation to construct the Project. The Association’s contribution, shall be ninety thousand seven hundred and five dollars ($90,705) the amount calculated as 5% of the Engineer’s Estimate of one million eight hundred and fourteen thousand one hundred dollars ($1,814,100), pursuant to BLMC § 13.60.030E. However, should the actual construction costs be less than the Engineer’s Estimate, the $90,705 amount shall be reduced a proportional amount. Alternatively, should the actual construction costs be greater than the Engineers Estimate, the Association’s contribution shall be increased to ensure participation of at least 5% in the project construction costs per BLMC 13.60.030E. This final Association participation amount shall be determined at the time of construction contract close-out and payable by the Association or City within thirty (30) days of that determination. The Public Works Director will coordinate closely with the Association to ensure that the estimated close-out costs are calculated as early as possible after the construction contract award occurs.
4. **Assessments recorded.** Upon Final Completion of the Project, the City shall record latecomer assessments against all benefiting properties in the assessment reimbursement area ("Latecomer Fees"), including the properties belonging to Association members. The total costs for the Project, including all costs eligible for reimbursement under this agreement, shall be as itemized in Exhibit B, including the proportionate share of the total project costs paid by the City and the Association respectively. The assessment reimbursement area, showing the benefiting properties to be served by the Eastown sewer lift station, is depicted on Exhibit C map to this Agreement. Exhibit D to this agreement summarizes the initial amount of the Latecomer Fee for each benefiting property; however, each year these fees shall be adjusted by Engineering News Record Construction Cost Index (CCI) for the Seattle Area. The latecomer assessments shall require the property owners to contribute their pro-rata share of the construction costs of the Project, payable at the time the property owner is issued a building permit on his or her property or at other such time as allowed by the BLMC. The City shall not allow any owner of a parcel within the assessment reimbursement area to connect to the city sewer system or otherwise utilize the system improvements as described herein without such owner or owners having first paid to the City the latecomer assessment due for that parcel or parcels.

5. **Connection costs.** Each property owner in the Eastown area, including the members of the Association, shall be required to pay all costs and fees applicable for connecting their properties to the sewer system, including the costs of designing and constructing the connection, the Latecomer Fee, the Latecomer Administration Fee (paragraph 12 below), system development charges, and any other fees established by the BLMC in effect at the time of connection.

6. **Assessment calculation.** The pro-rata shares included in the latecomer assessments shall be calculated according to the square footage of the property seeking connection to the system, as follows:

   Latecomer Fee = Parcel Net Square footage X Total Project Cost per square foot

   - Parcel Net Square Footage = Pierce County Assessor parcel square footage less future public road right-of-way square footage on that parcel
   - Total Project Cost includes design, pre-construction, and construction costs (currently estimated at $2,471,790).
   - Total Project Cost per square foot = Total Project Cost / Total net square footage in the assessment reimbursement area
   - Square footage conversion to acres will be used for the Assessment Rolls

7. **Form of assessment.** Latecomer assessments recorded against the properties shall substantially take the form of Exhibit E to this Agreement, provided, however, that the City has sole discretion to alter the form of assessments as necessary.
8. **Interest.** Each parcel’s Latecomer Fee and LLC Reimbursement assessment shall be adjusted on January first of each year by the Engineering News Record Construction Cost Index (CCI) for the Seattle Area.

9. **Allocation of latecomer reimbursements.** The City shall be entitled to all reimbursement received from Latecomer Fees less the amount owed to the Association. At time of receipt of each Latecomer Fee, the City shall remit to the Association 5% of the Engineers Estimate of construction costs, as determined in paragraph 3 above and as assessed to each parcel on a pro-rata basis per Exhibit F. The City shall issue the 5% amount due within sixty (60) days after receipt of each Latecomer Fee payment. Payment shall be made to the Association at the address of the Association as set forth hereinafter, or at such other address as the Association shall notify the City. If such payments are returned to the City unclaimed, and if through reasonable efforts the City is unable to locate the Association, or if the Association dissolves or otherwise becomes defunct within the 20 year reimbursement period, the City shall retain all sums then received in a separate fund for two years, and shall release the funds when contacted by any individual or entity with standing to claim the funds. After expiration of the two year period, the Association’s right to the collected latecomer fee shall expire and the City shall be deemed owner of the funds. The Association shall keep the City continually updated with information regarding the current contact information. If the Association fails in this duty and the City is not able through reasonable efforts to determine the rightful recipient of latecomer assessments, the City may collect any reimbursement and deposit those funds into an appropriate capital fund of the City. The City will record a certificate of payment and release of assessment for the entire reimbursement area when all the property owners have paid their assessments or upon expiration of the twenty-year reimbursement period.

10. **Assignment.** The Association may at any time assign its right to receive latecomer reimbursements to the individual or entity of its choosing, provided that it immediately notifies the City in writing of such assignment, and complies with the notification requirements of Section 9 above. Under no circumstances will the City be responsible for deciding or settling any disputes with regard to the proper recipient of latecomer reimbursements, or have any liability for transfer of funds to a recipient. In the event of a dispute, the City may transfer the funds into an escrow account designated by the parties to the dispute. The City may also, at its option, commence an interpleader action joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper parties, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to withhold its reasonable attorney’s fees and costs from such payment.

11. **Joint defense.** The City and the Association jointly agree to defend, or pay the cost of such defense, and indemnify the City against any lawsuits attacking the validity of this Agreement. Costs shall be apportioned based on the pro rata contribution of each party to the Extension, as defined in the Utility Extension Agreement. Notwithstanding the foregoing, at any time after it becomes apparent that litigation may ensue, either party may inform the other in writing that it intends terminate this Agreement, at which time its
obligation to defend or pay the cost of defense shall cease. The Association’s termination of this Agreement shall not relieve any of its property owner members of the obligation to pay any latecomer assessments due.

12. Administrative fee. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from said facility, and in addition to the amount agreed to be collected by the City in this agreement, a sum equal to five percent (5%) of the Engineers Estimate to be collected from the owner or owners of said properties connecting to or using said facility, which sum shall be used by the City to defray the cost of contract administration, labor, bookkeeping, and accounting, pursuant to the terms of this Agreement. This fee shall be pro-rated to all property owners based on their net benefitting area.

13. Costs. The Parties shall bear their own costs and expenses including, without limitation, attorneys' fees and costs related to this Agreement, the latecomer assessments, and the agreements contemplated herein.

14. Preliminary assessment notices. Prior to this Agreement being recorded, the City shall send a map of the Assessment Reimbursement Area (Exhibit C), a preliminary calculation of the assessments due (Exhibit D), and a description of the property owners’ rights and options, by certified mail to the property owners of record within the assessment reimbursement area pursuant to BLMC 13.16.050(J)(2). Appeals of the assessment shall be made in accordance with this Code section.

15. City’s right to terminate. The City shall have the right, in its sole and absolute discretion, to terminate this Agreement based upon testimony received during City Council appeal hearings held in accordance with Section 14 above.

16. Term of Agreement. This Agreement shall be effective for a period of twenty (20) years following the issuance of the Certificate of Final Completion to the construction contractor, or until every benefited property owner in the assessment reimbursement area has paid the latecomer assessment, whichever is sooner.

17. Timing. The parties agree to use their best efforts to move forward with the Project in anticipation of construction beginning no later than the latter half of 2013.

18. Governing law and venue. Disputes arising under this Agreement shall be brought in Pierce County Superior Court and adjudicated under the laws of the State of Washington.

19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all of the parties hereto.

20. Agreement runs with the land. The terms of this Agreement shall run with the land and bind subsequent owners of the properties affected.
21. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.

22. **Attorneys' Fees.** Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

23. **Headings.** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24. **Exhibits.** All exhibits attached hereto are incorporated by reference.

25. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.

26. **Agreement date.** For purposes of calculation of all time periods described in this Agreement, all phrases such as “the date of this Agreement” or “the date of execution of this Agreement” or any other like phrase referring to the date of the Agreement, shall mean and refer to the date the Bonney Lake City Council approves this Agreement.

27. **Recording.** This Agreement shall be recorded with the Pierce County Auditor within thirty (30) days of execution by the City. The City shall pay the costs of recording.

IN WITNESS WHEREOF, this Agreement has been approved by the City Council of the City of Bonney Lake as of the ______ day of ______________________, 2013.

CITY OF BONNEY LAKE

By: Neil Johnson, Jr., Mayor
WHEREAS, the Eastown Sewer Development Association LLC and its members as individuals agree to be bound by the terms of this agreement:

EASTOWN SEWER DEVELOPMENT ASSOCIATION LLC

By: 

Its: 

STATE OF WASHINGTON )
) ss.
COUNTY OF PIERCE

On this the day of , 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared , to me known to be the person who signed as , of Eastown Sewer Development Association LLC, the Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC for the State of Washington, residing at: 
My appointment expires: 1-29-15
SUMMARY OF EXHIBITS

Exhibit A
Map indicating the location of the construction work.

Exhibit B
The total costs for the Project, including all costs eligible for reimbursement under this agreement, including the proportionate share of the total project costs paid by the City and the Association respectively.

Exhibit C
Map showing location of benefiting parcels/Assessment Reimbursement Area.

Exhibit D
Preliminary Latecomer Fee assessment for each benefitting property.

Exhibit E
(Latecomer assessment standard form.)

NOTICE OF ADDITIONAL SEWER CONNECTION CHARGES

Exhibit F
Preliminary Pro-rata share of received latecomer fees to be distributed to the Association.
# EASTOWN SEWER SYSTEM - LATECOMER FEE - PRELIMINARY COST SUMMARY

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<th>Project Number</th>
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<td>Mitigation = Pave street and driveway; Bushes planted on Eastern property line</td>
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**NOTE:** Actual cost depends on actual scope of work and actual construction costs. To Be Determined!!
## EASTOWN - SEWER UTILITY LATECOMER AGREEMENT (ULA)

Latecomer Fee Preliminary Assessment Roll

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**SOUTHERN TOTAL =** 53.56

**NORTHERN AND SOUTHERN AREA TOTAL =** 165.43

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**ULA - 5% Reimbursement Amount to LLC:**

- **SOUTHERN TOTAL:** $804,537
- **NORTHERN AND SOUTHERN AREA TOTAL:** $2,471,790

**Preliminary Assessment Rate = $/Acre:**

- **SOUTHERN TOTAL:** 32.4%
- **NORTHERN AND SOUTHERN AREA TOTAL:** 100%
- **ULA:** 153.48
- **Preliminary Assessment Rate = $/Acre:** $16,104

---

**Note:**

- **Total ROW Width = 57 ft.**
- **1 Acre = 43,560 ft.**
- **Preliminary Assessment Rate = $/Acre (See Calculation Below)**

---

**Agenda Packet p. 23 of 172**

**Page 2 of 2**
NOTICE OF ADDITIONAL SEWER CONNECTION CHARGES

WHEREAS, the owner of the property located at [address], Bonney Lake, Washington, having the Tax Parcel Number _______________, is subject to the terms of a Sewer Development Financing Contract and Utility Latecomer Agreement (“Agreement”) executed between the City of Bonney Lake and the Eastown Sewer Development Association LLC; and,

WHEREAS, pursuant to Chapter 35.91 RCW and Chapter 13.16 of the Bonney Lake Municipal Code, and the Agreement, a “latecomer” assessment shall be due, equivalent to the pro rata share of Project costs, in the following amount:

[insert $$]

Said sum shall be payable at the time of building permitting, connection to the public sewer system, or at other such time as the City may determine. Said sum shall be due in addition to other fees and charges due pursuant to the Bonney Lake Municipal Code.

Signed this ___ day of __________, 20??.

__________________________________
Don Morrison, Bonney Lake City Administrator
## EASTOWN - UTILITY LATECOMER AGREEMENT (ULA)

Reimbursement Roll to Eastown Sewer Development Association L.L.C.

### EASTOWN NORTHERN SEWER SERVICE AREA

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<tr>
<th>Number of Properties</th>
<th>Map ID</th>
<th>TAX PARCEL</th>
<th>Parcel Size</th>
<th>Future Public Street</th>
<th>Public Street Length Feet</th>
<th>Share of Public Street Width Feet</th>
<th>Public Street Credit Sq. Ft.</th>
<th>Public Street Credit Acres</th>
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**NOTE: Actual cost depends on actual scope of work and actual construction costs... To Be Determined!!**
**EASTOWN - UTILITY LATECOMER AGREEMENT (ULA)**

Reimbursement Roll to Eastown Sewer Development Association L.L.C.

<table>
<thead>
<tr>
<th>Number of Properties</th>
<th>Map ID</th>
<th>TAX PARCEL</th>
<th>Parcel Size Acres</th>
<th>Future Public Street</th>
<th>Public Street Length Feet</th>
<th>Share of Street Width Feet</th>
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CALL TO ORDER – Deputy Mayor Dan Swatman called the workshop to order at 5:31 p.m.

ROLL CALL:
Administrative Services Director/City Clerk Harwood Edvalson called the roll. Elected officials attending were Deputy Mayor Dan Swatman, Councilmember Randy McKibbin, Councilmember Mark Hamilton, Councilmember Jim Rackley, Councilmember Donn Lewis, Councilmember Katrina Minton-Davis, and Councilmember Tom Watson. Mayor Johnson was not in attendance.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Court Administrator Kathy Seymour, Assistant City Attorney Kathleen Haggard, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist II Renee Cameron.

Councilmember Watson moved to excuse Councilmember Minton-Davis from the October 30, 2012, Special Joint Council/Park Board Meeting and the November 27, 2012 Council Meeting. Councilmember Lewis seconded.

Motion to excuse Councilmember Minton-Davis approved 7-0.

AGENDA ITEMS:


Deputy Mayor Swatman opened the public hearing at 5:32 p.m. Administrative Services Director/City Clerk Edvalson said there were no speakers signed up to speak for the public hearing. The public hearing was closed at 5:33 p.m.

B. Review of Draft Minutes: November 20th Workshop, and November 27th Meeting.

The November 20, 2012 Council Workshop, and the November 27, 2012 Council Meeting minutes were forwarded to the December 11, 2012 Council Meeting for action, with minor corrections noted by Councilmember Lewis.

C. Council Open Discussion.

Gas Leak on Main Street: Chief of Police Powers provided a response to Councilmember Watson’s request for information regarding the gas leak which occurred at the construction site on Main Street on November 28th. Chief Powers said Puget Sound Energy was contacted,
responded, shut down the gas line and the incident was issued an all clear very quickly. She said during the incident officers responded, SR 410 was shut down, and evacuations occurred at the Justice Center and the children and employees at KinderCare were taken to the Library. She said that social media, via Facebook and Twitter, provided important notification and information quickly to law enforcement, citizens, residents and businesses. Public Works Director Grigsby also provided information regarding the occurrence.

D. Discussion: AB12-110 – Resolution 2258 – Stating the Council’s Intent to Call for a Special Election for a Metropolitan Park District.

Deputy Mayor Swatman said last month, the Park Board passed a motion requesting a Metropolitan Park District (MPD) proposition be placed on the April 2013 ballot. He said there are three options for a proposed resolution for a future MPD election: A) setting an April 2013 date; B) setting a late 2013/early 2014 date that will be determined later; and C) does not set a specific date at this time and which would be determined later.

Councilmember Lewis said he does not like Option C and he would like to see action taken with either Option A or B. Councilmember Rackley said he would like to see the Park Board’s Work Plan and said he thinks that Option A to have it on the ballot in April 2013 is too soon. Deputy Mayor Swatman said it’s not a matter of whether it is on the ballot, but when, and the $25,000 cost to have an election is the same whenever it is placed on the ballot. Councilmember Rackley said he supports the concept he just wants to know that it is done right. Councilmember Watson said he would like to see it on the ballot in the spring, and thinks it would be in the City’s best interest to move forward with Option A. Councilmember Lewis said he thinks putting it on the April 2013 ballot is too soon, however, he thinks the MPD is the right proposal. He said if the MPD is put on the ballot and it does not pass, he said at least it would help to make the voters familiar with the issue and give it good publicity for future consideration. Councilmember Rackley said his only objection to Option A is it only gives the City four (4) months to educate the voters regarding the MPD. Councilmember Watson said if Council chooses to move forward with a April 2013 election then he thinks it will bring voters out to ask more questions. Councilmember Minton-Davis said one of the City’s biggest needs is parks and would prefer an April vote when more voters are out and about thinking about using parks, whether in 2013 or 2014. She said she believes the Council needs to be unanimous in wanting to form a MPD.

Councilmember McKibbin said he wants to know what Council’s role is to move forward with a Park Plan if the MPD fails. Councilmember Lewis said with the City’s population growing it is important to support and encourage park growth. Councilmember Hamilton said if a November election occurred he thinks it would be a good time for consideration because of the rain that voters will be thinking about the usage of indoor recreation facilities, however, he doesn’t think waiting to until 2014 is the right thing to do. He said he is concerned about educating the voters about what the MPD is and what it does, and about the cost associated with forming a MPD. He said he supports putting it on the April 2013 ballot to see what the voters say. Councilmember Lewis said he does not like the idea of an election in November when there are other issues and elections occurring. He would like to see it on the April ballot when it is an exclusive issue. Councilmember Minton-Davis said she thinks the voters need to have information in front of them as to what the MPD means to them and what they can expect if the MPD is approved. Councilmember Lewis said it is important that the Council all be on the same page and there needs to be talking points and information established to educate the voters who will support a MPD.
Deputy Mayor Swatman said there is sufficient consensus to move a resolution forward to the December 11th meeting for Option A to place the MPD on the April 2013 ballot.

E. **Discussion:** Review of Proposed 2013-2014 Biennial General Fund Budget: Legislative, Judicial, Executive, Finance, Legal.

Deputy Mayor Swatman congratulated the Councilmembers who have worked and met with staff in preparing for adopting the 2013-2014 Biennial Budget.

City Administrator Morrison said it is Administration’s intent to highlight one or two points on each portion of the budget. He provided a breakdown on the travel and training legislative budget for the Councilmembers. Councilmember Lewis asked about the election data, costs and the amount the State passes on to the City. City Administrator said there are a lot of variables depending on what is on the ballot and the per capita costs.

Council and staff briefly discussed the Legislative, Judicial, Executive, Finance and the Legal budgets and determined that they were making good progress on their budget questions and could adjourn the workshop and continue their budget discussions during a Special Council Meeting scheduled for 5:30 p.m. on December 11th.


Deputy Mayor Swatman said the Council has informally discussed extended meeting hours on December 11th to discuss the 2013-2014 Biennial Budget. In contrast to the Council’s regular practice of cancelling the final two meetings of the year, there has been discussion regarding holding the December 18th Workshop in anticipation of adoption of the next biennial budget on that date if they are unable to adopt the budget on December 11th. Also, the first workshop of 2013 will fall on New Year's Day, therefore it will be cancelled. The first Council meeting for 2013 will be held on January 8, 2013. Councilmember Rackley said he will be unavailable on December 18th if a workshop is held. Deputy Mayor Swatman said the Committee Chairs will need to cancel any of their Committee meetings, if necessary.

Council consensus was to hold a Special Council Meeting for December 11th at 5:30 p.m to discuss the budget. The regular Council Meeting will still be held at 7:00 p.m. on December 11th.

IV. **ADJOURNMENT:**

At 7:13 p.m., Councilmember Rackley moved to adjourn the Council Workshop. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7-0.
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Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER: Mayor Neil Johnson, Jr. called the meeting to order at 5:32 p.m.

II. ROLL CALL: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, Assistant Public Works Director Charles Simpson, Information Services Manager Chuck McEwen, Human Resources Manager Jenna Richardson and Senior Services Manager Sue Hilberg.

III. FULL COUNCIL ISSUES:


Administrative Services Department. City Administrator Morrison introduced this portion of the proposed budget, and mentioned the staffing in the Senior Center. Councilmembers asked for clarification on some of the departmental performance measures listed in the budget. Director Edvalson provided responses with additional input from his division managers. Councilmembers also questioned the proposed upgrade in desktop software licenses. Manager McEwen provided answers to their questions citing the lack of industry support for the current version commonly in use by the City. Councilmembers requested staff prepare cost information on live audio/video streaming of Council meetings for the Council retreat to be held in February 2013.

Community Development Department. Administrator Morrison also introduced this department’s proposed budget discussing the administration efforts over the past few years to right-size this department to match the amount of development activity in the City. Councilmembers asked about the impact of lower home remodel permit fees and expressed concerns about temporary permits. Director Vodopich addressed their questions. He expressed his opinion that lowering home remodel permit fees would have little impact toward stimulating the local economy. He also noted the Planning Commission would soon be discussing proposed changes to the sign code to address temporary sign permits.
Police Department. Administrator Morrison discussed the proposed staffing for the department to include two second-in-command positions. One would handle administration and the other operations. He said the plan was to promote to these positions and those vacated in the lower ranks from within the department. The result would be to increase the number of command positions in the department. Police Chief Powers said the department has reached sufficient size that a greater command structure is necessary. Councilmembers asked about perimeter fencing for the police station. Chief Powers said this was one of the items that were sacrificed to minimize the proposed budget. She said officers and staff will remain extra vigilant while outside the station. Errors in the budget document concerning staff numbers were noted and identified for correction in the final document. Administrator Morrison identified current issues related to the jail budget, dispatch services and the use of LESA for management of certain records.

Public Works (General Fund). Administrator Morrison called the Council’s attention to a few errors in the budget document which did not impact the bottom line for expenditures in this department. He also explained some of the numbers which seem to have changed from previous years are because of changes in the way the City accounts for the expenditures. Councilmembers asked about the sewer budget, the proceeds from the revenue bond, and why the beginning fund balance in the SDC fund has been diminishing over the past few years. Administrator Morrison and Director Grigsby responded to the questions, particularly noting that the beginning cash available in the SDC fund has diminished over the past few years because of the construction projects pursued during those years to take advantage of lower construction costs during the years of recession. They also noted the cash in this fund fluctuates based on the number of system development charges collected in a given year.

Non-department. Administrator Morrison summarized the uses for this category of the general fund.

IV. ADJOURNMENT:

At 6:45 p.m., Mayor Johnson adjourned the special meeting by common consent of the Council.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the December 11, 2012 Special Meeting:
- Proposal – Creation of an Economic Development Committee – Councilmember Randy McKibbin.
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 p.m.

A. Flag Salute: Connor Smith from Boy Scout Troop #525 led the audience in the Pledge of Allegiance.

B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll.
In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, Human Resources Manager Jenna Richardson, Facilities & Special Projects Manager Gary Leaf, and Records & Information Specialist Susan Duis.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: None.

3. Presentations:

Mayor Johnson said the City had invited all Adopt-A-Street program volunteers to the Meeting to be recognized for their contributions to the community. He said nearly all the major roads in the City are adopted currently.

Public Works Administrative Specialist II Christy McQuillen gave a presentation about the adopt-a-street program, including photographs sent in by volunteers. She presented Jim Snyder and the ‘Friends of Fontana’ with certificates of recognition for participating in the Adopt-A-Street program since its inception in 2005. Mr. Snyder shared memories of his experience picking up litter on the roads of Bonney Lake. Colleen Hogan thanked the Council and spoke about Mike Fontana, who died in a car accident in 2004 and is the namesake of their adopt-a-street group. She said Mike’s family is very pleased about the recognition. Mayor Johnson and the Council thanked all the volunteers who were in attendance at the meeting.
Councilmember Rackley moved to amend the agenda by moving all full Council Issues, except AB12-141 and AB12-167, to the Consent Agenda. The motion failed for lack of a second.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

1. **AB12-150** – A Public Hearing for Proposed Ordinance D12-148 Establishing Pre-Annexation Zoning for Falling Water Subdivision and Identifying the Falling Water Subdivision and the Tehaleh Planned Community as “Proposed UGA” on the City’s Future Land Use Map. (Continued from November 6, 2012)

   Mayor Johnson re-opened the public hearing at 7:25 p.m. No one had signed up to speak on the issue. The hearing was closed at 7:25 p.m. with no speakers.

2. **AB12-169** – A Public Hearing On Community Development Needs For The HUD Community Development Block Grant Program Benefitting Low And Moderate Income Persons.

   City Administrator Don Morrison said the City has not held this type of hearing in a long time. He said the City is part of federally-funded Community Development Block Grant (CDBG) program for Washington State. He said the City’s last CDBG grant was in 2004 to expand and remodel the Senior Center. The grants are intended to benefit low and moderate income persons. He said he recently attended a workshop on the program and reviewed possibilities for a project to benefit the Cedarview neighborhood, which qualifies for this funding. He said their ideas for projects in Cedarview would have a slim chance of winning so other projects were considered. The City is now focusing on funds to remodel or move the Food Bank. He said the CDBG program requires a public hearing to get input from the community on projects that would benefit the community. He said the City wants to hear about general needs that fit the program goals, and more specifically about a possible project for a new or remodeled food bank.

   **Mayor Johnson opened the public hearing at 7:28 p.m.**

   Stewart Bowen, 1416 193rd Ave E, Bonney Lake, said he started at the Bonney Lake Food Bank in 2007. Last year the food bank served 6,960 families and distributed about 1.2 million pounds of food. He said in the current Food Bank location, they have to move food from the truck and stack and move the food several times before it gets to visitors of the Food Bank. They have also had difficulties with parking around the Food Bank. Mr. Bowen said he wants to shift the focus from just providing food to empowering people and ending hunger in the community. He said the Food Bank is a great asset of the community, and thanked the Council for their past support. He encouraged them to volunteer and learn more about how it works.

   City Administrator Morrison said the next step is to draft a resolution for the City’s application to the program. He said grants of up to $750,000 are available in the coming year, with applications due January 31st. He said if the Council authorizes the
application staff will work with Mr. Bowen to complete the application and bring it forward for action in January. Awards would be announced in May 2013.

Louisa Smith, 20112 Church Lake Rd E, Bonney Lake, said the Food Bank is very important to the community. She said no one can know when they may end up relying on the Food Bank. She said last year the Giving Tree program gave gifts to 700 kids, a lot of whom also need the Food Bank. She said the Food Bank used to be just a room at City Hall. She said the community will support any plan to build a new building and there is an urgent need to keep the Food Bank open.

Tim Brown, 12905 195th Ave Ct E, Bonney Lake, said he has lived in the community for 15 years and was the past manager at Albertson’s grocery store, which recently closed. He said he is also the President of the Food Bank Board. He said the Food Bank has worked hard to provide more programs in recent years, such as the backpack program for schoolchildren. He said they have been looking for a new location for the past year to provide not only food but also outreach programs. He asked the Council to consider applying for the CDBG grant, and said the board is willing to work with City on the application.

Fred Jacobsen, 9100 189th Ave Ct E, Bonney Lake, said he fully supports the proposed grant application, and gave a donation for the Food Bank to Stuart Bowen.

City Clerk Harwood Edvalson said several people signed up to speak under this item, but have said they do not plan to speak.

Laurie Carter, 9418 184th Ave E, Bonney Lake, said Mr. Bowen has been very innovative with programs like the Snack Shack, which provides kids a place to work. She said the Food Bank has maximized the space available and worked out parking issues, but some parts of the current building are not usable. She said City staff hold a food drive challenge during the holidays, and this is another opportunity to help the Food Bank and the people who need it.

Sherry See, 20203 71st St E, Bonney Lake, said she believes in the Food Bank’s cause. She said she runs the backpack program for kids and works with the summer feeding program. She said there is a need for a new building as the current Food Bank building is not efficient or sufficient. She said Mr. Bowen does a good job with what is available, but they could do much more with a new building.

Glenn Wedin, 17312 51st St Ct E, Bonney Lake, said he has a daughter who is disabled who volunteers at the Food Bank each week packaging commodities. He said there is not enough room at the current Food Bank and food gets distributed as quickly as they can package it. He said they need a bigger building with a better lay out to get food in and out. He said the City should be proud of Mr. Bowen and the volunteers, and there will always be need. He said as donations from grocery stores fluctuate, they need space for large donations. He said a grant would be a great help.

David Bowen, 22523 SR 410, Bonney Lake, said he is very proud of the work his brother, Stewart Bowen, does for the Food Bank. He said they have trained people and have very efficient programs. He said a lot goes on behind the scenes, including backpack and summer programs. He said volunteers do a lot of work with very little, and the Council can feel proud supporting the grant application.
Administrative Services Director/City Clerk Edvalson said a letter from Debbie McDonald, written in favor of the use of CDBG funds for the Food Bank, was received by email and entered into the record.

**The hearing was closed at 7:49 p.m.**

B. **Citizen Comments:**

Rachel Barter, 17807 114th St Ct E, Bonney Lake, spoke about a letter she received from DM Disposal regarding requirements for garbage services. She spoke with Facilities & Special Projects Manager Gary Leaf the previous day. Mr. Leaf told her many residents had called who were upset about the letters. She said the City is mandating citizens to use only one option for refuse service. She said DM Disposal has charged her with overage charges multiple times and she feels it is a monopoly to only offer one service option.

Mayor Johnson said the City code requires garbage/refuse service through the approved provider, which is DM Disposal. He said currently about 500 homes do not have service. He said DM’s rates are based on all residents having service, and a change in this requirement could impact rates for all customers. He said it is difficult to be sure customers without service will manage their garbage properly and take it to a transfer station. He said the number of customers without service has grown over the past few years, and DM was within its rights to send out these notification letters. He said City staff will gather information for Council to discuss at a workshop in January.

Laurie Carter, Bonney Lake, 9418 184th Ave E, thanked the Council for their past discussions for the proposed Metropolitan Parks District and the biennial budget. She said the budget has been thoughtfully prepared. She said the City needs a dedicated source of funding for the adopted park plan and projects. She said a MPD is the most feasible option to develop a sports complex, playgrounds, trails, a recreation center, and other improvements. She said she hopes there is time to get the proposed MPD on the April 2013 ballot. She said parks are an important factor of a package that make people want to live here. She said citizens have the right to decide by their vote whether to spend money on parks. She said the next biennial budget maintains the status quo for parks funding. She said there is no parks department currently. She said there a lot of information is available on MPDs. She said an MPD is funded by property taxes, and is a public corporation that is publically accountable. She thanked the Council for its support of parks and working toward an MPD.

Shawnta Mulligan, 11329 177th Ave E, Bonney Lake, thanked the Council for a wonderfully formatted and clear budget. She said due to the City’s foresight, Bonney Lake is not suffering the same consequences as other cities. She asked the Council to show restraint and reject the proposed MPD measure. She said creating a parks district will not guarantee funding, and questioned whether funds would be used more efficiently with another layer of administration. She said she also opposes the MPD as it only requires a simple majority, while bonds require a super majority and often do not pass. She said the MPD gets around the two-thirds requirement to impose new taxes. She said increased taxes can have a big impact on some people in the community. She said the proposed biennial budget has numerous flags and potential shortfalls. She asked the Council to wait for a better time and not burden the citizens with an additional tax.

John Millan, 19522 100th St E, Bonney Lake, said he has attended Council meetings for several weeks and knows how important parks are to the community. He spoke in
opposition to the creation of a MPD due to the economy. He said the MPD is a local tax levy which circumvents the tax system people voted for. He said home values are dropping, and other MPDs in the area are facing shortfalls currently. He asked the Council not to move forward with a MPD until the economy recovers.

Chris Tiffany, 19524 100th St E, Bonney Lake, said many people in his neighborhood are no longer there and 34% of the people in his HOA can’t afford to pay their dues and many are on the verge of foreclosure. He spoke against the formation of a MPD. He said as a small business owner it is difficult to pay his employees and he knows they are struggling in the current economy.

David Hobley, 11204 193rd Av E, Bonney Lake, said he attended the budget meeting earlier in evening, where the Council discussed ways to reduce permit fees, funding the Police Department, and reprioritizing critical projects due to budget issues. He said the food bank also needs support in the down economy. He said he experienced homelessness and knows a lot of people are experiencing difficulties. He said people in the community will suffer if taxes increase. He said he loves parks but they are a luxury and now is not the time to raise taxes.

James Kelly McClimans, 19025 68th St E, Bonney Lake, thanked the City for having a reasonable ‘safe and sane’ fireworks ordinance. He spoke in opposition to the proposed MPD. He said he sees a lot of parks and schools with fields and facilities in the community today, and questioned why the City needs money for more parks and facilities. He said if the City creates a new entity that can tax, it won’t be able to stop it later on. He asked the Council to think about the long-term and details before moving forward. He said people feel good about parks, but may not realize the costs over time.

James Bouchard, 20303 108th St Ct E, Bonney Lake, said information on the proposed MPD is available on the City website. He said the City has no Parks & Recreation department today, and parks funding in the next budget will mostly go towards the Safe Routes trail system and maintaining existing facilities. He said the City has had many discussions and surveys, and has promoted the idea of parks since 2004. He said the Council can now let the residents decide whether to form parks district. He noted that the proposed action is only to put the issue on ballot. He said people can read the Revised Code of Washington (RCW) for information on MPDs. He said the Council and staff have done commendable job with the budget, and the MPD is one way to assure funding for parks, fields and trails in the future. He said he has been active with little league in the past and knows there is a need for quality, safe fields. He said the City has grown from about 9,000 people to over 17,000 people, and parks have not kept pace with this growth. He said there are 15 MPDs in Washington State, providing dedicated funding for parks. He asked the Council to bring the issue to the ballot in April 2013.

Jaime Trejo, 10219 188th Ave E, Bonney Lake, spoke as a citizen and Park Board member. He said he voted ‘no’ on this issue on the Park Board. He said it is the wrong time to move forward with a MPD and there is also not enough time to educate citizens for an April vote. He said he disagrees with the proposed composition of the MPD board.

Teresa McClimans, 19025 68th St E, Bonney Lake, said she and her husband have raised children and grandchildren in Bonney Lake, and she appreciates the parks in the City. She said the amount, quality, and locations of the parks currently available in the City is adequate. She said families need to take care of each other and not spend excessively. She ceded her remaining 3 minutes of citizen comment time to her husband.
James McClimans (address above) said the City has fabulous parks. He said in the past he wanted more parks, and was told by the then-Mayor and Council that the City could not afford more parks. He said today he agrees. He said voters will think positively about having more parks, and not consider that a legal entity is being created that is also a taxing authority. He said it is the Council’s job to think about these issues and be responsible.

Winona Jacobsen, 9100 189th Ave Ct E, Bonney Lake, said the Council can make a resolution to allow citizens to make the choice. She said she is retired and doesn’t need parks facilities as much but still wants these services. She said she has lived in the City for 40 years and seen the population grow, but parks have not kept pace. She asked the Council to approve the resolution and let the people decide whether to support parks in the community.

Fred Jacobsen, 9100 189th Ave Ct E, Bonney Lake, also asked the Council to place this issue before the citizens to make a decision.

Will Goodland, 19519 103rd St E, Bonney Lake, said he runs a daycare in his home and even a small tax increase impacts his family. He said many homes in his neighborhood are in foreclosure and he has friends who are struggling to pay bills. He said he is a goalkeeper trainer for the Rainier Football Club and though the club sometimes struggles to find field space, it works out. He asked that his remaining time be given to John Millan to speak again.

John Millan said it is fine to give people the option to vote but all the facts must be laid out, not just the good parts of having new facilities. He said the numbers provided on the City website are not accurate. He said people do not need more money taken from them.

At 8:39 p.m. Mayor Johnson recessed the Meeting for a five-minute break. The Meeting reconvened at 8:48 p.m.

C. Correspondence:

Administrative Services Director/City Clerk Edvalson said he received correspondence regarding proposed Ordinance D12-141 from Keith Schlemlein and Teresa Goetz, which were distributed via email to the Council.

Councilmember Rackley moved to suspend rules to make an agenda modification. The motion died for lack of a second.

III. COUNCIL COMMITTEE REPORTS

A. Finance Committee: Deputy Mayor Swatman said the committee has not met since the last Council Meeting.

B. Community Development Committee: Councilmember McKibbin said the committee met on December 4th and forwarded 3 items to the consent agenda.

C. Public Safety Committee: Councilmember Hamilton said the committee met on December 3rd and discussed traffic enforcement issues around Bonney Lake High School. The Committee also discussed the decrease in the number of tickets issued by the Police
Department. He said per the Chief, this is not due to a policy shift. He said the Committee plans to monitor this and get feedback from the Court. Police Chief Powers said ticket numbers fluctuate over time, and Bonney Lake is known as a place where you should not speed. Councilmember Hamilton said the Committee discussed the incident response to a gas leak SR410 and Main Street when a City contractor broke a line. The Committee felt that the Police and Fire responders handled the incident well. Mayor Johnson said he was notified when the incident occurred and the Justice Center was evacuated, and he thinks everyone responded well.

D. Other Reports:

Mobile Tower Property Flag: Mayor Johnson said the City received several complaints about a damaged U.S. flag on a site owned by a mobile phone company near Prime Fitness. City staff have contacted the owners, who say they are working to replace it.

Communities for Families: Councilmember Watson said he and Special Events Coordinator David Wells attended the CFF meeting on December 6, 2012. They heard a presentation on a child care program for parents in trouble. The Drug Free Community group presented information. The Youth Forums provided input from kids who say they like having more sidewalks but there are concerns about a lack of street lights, and the need for a recreation facility. He said he plans to attend a ‘Go Team Jacoby’ fundraiser in Tacoma the following week.

Park Board: Councilmember Watson said he attended the December 10th Park Board Meeting. The Board discussed a proposed Eagle Scout project. Laurie Carter discussed the proposed MPD and potential trails, fields, and other projects. Mayor Johnson said the City is working with the Eagle Scout on potential projects.

IV. CONSENT AGENDA:

A. Approval of Minutes: November 20, 2012 Workshop and November 27, 2012 Meeting.

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #65009-65026 in the amount of $17,357.64. Accounts Payable checks/vouchers #65027-65049 in the amount of $78,380.26.

C. Approval of Payroll: Payroll for November 16-30th, 2012 for checks #30801-30826 including Direct Deposits and Electronic Transfers in the amount of $ 620,201.18.

D. AB12-170 – Resolution 2259 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The 184th Water Main Project To Pape & Sons.

E. AB12-171 – Resolution 2260 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Professional Service Agreement With Parametrix For Surveying Services During Construction For The 184th Water Main Project.

F. AB12-159 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Prairie Ridge Booster Pump Station Project With Waunch Construction & Trucking Inc.

Councilmember Lewis moved to approve the Consent Agenda. Councilmember Watson seconded the motion.
V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:


Councilmember Lewis moved to approve Ordinance 1445. Councilmember Watson seconded the motion.

Ordinance 1445 approved 7 – 0.


Councilmember Rackley moved to approve Ordinance 1447. Deputy Mayor Swatman seconded the motion.

Mayor Johnson said the budget is a working document and Council will continue to discuss it in 2013. He said staff have been answering Council questions in past weeks. Councilmember Watson thanked the staff and said he appreciates the time they have given to help him understand the budget as new councilmember.

Ordinance 1447 approved 7 – 0.


Councilmember Rackley moved to approve Ordinance 1448. Councilmember Watson seconded the motion.

Ordinance 1448 approved 7 – 0.

D. **AB12-167 – Resolution 2256** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Identifying Principles And Actions Needed To Develop Eastown Sewers.
Councilmember Rackley moved to approve Resolution 2256. Deputy Mayor Swatman seconded the motion.

Mayor Johnson said the Council has been working on this ongoing project for some time.

Resolution 2256 approved 7 – 0.


Councilmember Lewis moved to approve Ordinance 1446. Councilmember Rackley seconded the motion.

Mayor Johnson said this item is tied with Resolution 2256 and 2257. Councilmember Watson said this is a good action and it shows the Council’s concern to help businesses in Eastown until sewer is available at their properties. Councilmember Rackley said the Community Development Committee needs to review and possibly change additional language from the ordinance, but he feels the proposed ordinance can be passed as-is and the other language revised later. Deputy Mayor Swatman agreed that this portion of the code needs additional work. He said some needs in Eastown will not be met by this ordinance, but it will help with some of the issues.

Ordinance 1446 approved 7 – 0.


Councilmember Watson moved to approve Resolution 2257. Deputy Mayor Swatman seconded the motion.

Mayor Johnson said the Council has discussed this item at a previous workshop.

Resolution 2257 approved 7 – 0.

G. **AB12-110 – Resolution 2258** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Stating The City Council’s Intent To Hold A Special Election For A Metropolitan Park District On The April 23, 2013 Ballot.

Councilmember Rackley moved to approve motion Resolution 2258. Councilmember Lewis seconded the motion.

Mayor Johnson said several people had signed up to speak on the issue.

Jim Bouchard said the City has no dedicated way to fund parks, and the current budget doesn’t provide funds to build what the community wants. He said the City has identified this shortfall. He said he was President of the Labor of Love Triathlon event. He said the 1,200 participants who visited Bonney Lake provided over $100,000 in revenue for the City. He said it is time to develop a Midtown Park and asked the Council to let the voters decide whether to form a MPD.
Jaime Trejo said the vote from the Park Board to move this item forward was 4 to 1, and the Council should not place too much weight on this vote. He said as real estate agent he can see the issues of the struggling economy. Citizens at the Parks Summits expressed concern that it will be a conflict of interest to have Councilmembers serve as the MPD Board. He said it is also not the appropriate time to form a MPD and asked the Council to vote ‘no’.

Shawnta Mulligan said she hoped the Council would show the leadership, courage and prudence not to put this item on the ballot. She asked them to find funds elsewhere and not create another entity.

Mark Bennett, 7015 183rd Ave E, Bonney Lake, said he has lived in the City for over 19 years. He said parks are a luxury, and the City must concentrate on what is necessary and important, such as police, fire, and streets. He said the federal government borrows a lot and he is worried about a financial collapse. He said taxpayers should not be burdened with new taxes. He said the people voted for the Councilmembers to be representatives, and asked them to vote ‘no’ on establishing a new taxing authority.

Dave Hobley said now is not the time for a MPD. He said it is not a good time to spend money on luxuries and the City needs to fund other things like a K-9 unit.

Bob Ecklund, President/CEO YMCA Pierce Kitsap Counties, said the voters have expressed interest in having indoor recreation. He said 1 in 2 people said they would join a YMCA if one was available in the area. He said discussions have gone on a long time and the YMCA has worked with the City on a potential Y in the WSU Forest site. He said teens want a safe place like a teen center. He asked the Council to remember that some people cannot come to Council meetings to speak. He said recreation centers help fight childhood obesity and provide resources for water safety.

Michelle LaRue, Communications & Capital Campaign Director, YMCA of Pierce and Kitsap Counties, said the City has been working on this for a long time. She said she and Mr. Ecklund wanted to show support for this proposed resolution. She said parks services are necessary for the community, and the YMCA wants to be a partner in the community.

Councilmember Hamilton said this is an extremely difficult issue for him. He said he has more trust in the voters and democracy than some of the speakers seem to have. He said the City has planned and talked about parks for a long time but there is no mechanism to fund them. He said a MPD is not a panacea, but he feels if it exists within the city limits it is the best plan available. He said the voters can decide whether they want to spend more on parks and the Council will show its leadership by putting the issue on the ballot.

Councilmember Rackley said he supports the proposed resolution. He said even if it is approved in the election, no new taxes would be assigned until 2014. He said he hopes the economic turmoil will be over by then.

Councilmember Lewis said there are good arguments on both sides. He said the voters have the right to decide on the issue and he supports the proposed resolution. He said he hopes all those who have spoken will campaign and help inform the voters for the April ballot. He said he works in the school district and knows kids want indoor areas for activities and recreation. He said the MPD provides a structure and way to move forward with a plan for parks.
Councilmember Watson said he will vote in favor of the proposed resolution. He said many people have told him there are not enough facilities and trails in the area and other nearby communities have better trails, youth centers, and sports centers. He said growing the parks will increase retail sales by bringing more people into the community. He said if the voters do not approve the MPD the City will do something else, but if they vote ‘yes’ it will move forward.

Councilmember Minton-Davis said she has been waffling on this issue for some time. She thanked all those who spoke on both sides. She said everyone agrees parks are a good thing, but the issue in question is whether to put the MPD on the ballot. She said she cannot vote ‘yes’ in good conscience, and added that her family has been affected by the economy.

Councilmember McKibbin said he plans to vote ‘no’ on the proposed resolution.

Deputy Mayor Swatman thanked all those who came to the Meeting to listen and speak. He said he feels the voters are intelligent and can decide on the issue. He said he appreciates those who spoke against the proposed resolution, and said they made good points. He said the City has undeveloped properties adjacent to Allan Yorke Park and the WSU Forest area. He said there is a lot of potential but no funds available to develop these sites. He said the Fennel Creek Trail offers great potential for a dedicated trail that would connect with Pierce County trails. He said this Council action gives voters the opportunity to decide what to do. He said this will help the Council prioritize where to put resources.

Mayor Johnson said the comments from both sides are great, and it is important for people to speak on these issues. He said as Mayor he feels it is important to let the people decide what to do with parks and how to fund them. He said nothing will happen immediately, but the City needs something for the future. He said if the citizens vote ‘no’ the City will respect that and figure out another option. If they vote ‘yes’ the City will move forward with the MPD option. He said the Council and staff are very good about respecting the will of people. He said the Council has considered the issue carefully.

Resolution 2258 approved 5 – 2.

Councilmembers McKibbin and Minton-Davis voted no.


Councilmember Rackley moved to approve motion AB12-173. Councilmember Watson seconded the motion.

Motion AB12-173 approved 7 – 0.

IX. **CLOSED SESSION:**

Pursuant to RCW 42.30.140(4)(a), the Council adjourned to a Closed Session with the Human Resources Manager at 9:28 p.m. for 20 minutes to discuss labor negotiations. The Council
returned to Chambers at 9:46 p.m. No action was taken.

X. ADJOURNMENT:

At 9:47 p.m., Councilmember Minton-Davis moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, MMC  
City Clerk

Neil Johnson, Jr.  
Mayor

Items presented to Council at the December 11, 2012 Meeting:

- Debbie McDonald – Letter re: Block Grant – Bread of Life Food Bank Board Member.
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:03 p.m.

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

B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Records & Information Specialist Susan Duis.

C. Announcements, Appointments and Presentations:
   1. Announcements: None.
   2. Appointments: None.
   3. Presentations: None.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments: None.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS

A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening. The Committee discussed proposed Ordinance D13-05, and recommended the item be tabled to the next Workshop. The Committee discussed the current Accountant position vacancy in the Finance Department and options to change the position title, which will come forward for Council discussion at the next Workshop. They also discussed utility rates and items for discussion in the coming year.
B. **Community Development Committee:** Councilmember McKibbin said the committee has not met since the last Council meeting.

C. **Public Safety Committee:** Councilmember Hamilton said the committee met on January 7, 2013. The Committee forwarded a proposed contract with South Sound 9-1-1, which replaces the past contract with LESA. The Committee discussed a citizen’s concern about parking on streets. He said the consensus of the Committee was that changing the City code to restrict street parking would be cost-prohibitive, but there is a requirement in the fire code that there be unobstructed travel of 20’ for public safety travel.

Councilmember Hamilton said the Committee also discussed school safety considerations in light of the shootings at Sandy Hook Elementary in Connecticut in December. He said the Police and Fire departments have a program and work with the school districts regularly. Armed police officers in each school would be a positive change, but requires additional costs to school districts. Councilmember Hamilton said it is very difficult to prevent this type of incident, but steps can be taken to mitigate some of the risks.

Mayor Johnson said he attended a Pierce County School Safety Meeting on January 7th, which was attended by representatives from cities, police and fire departments, and school districts around the County, as well as Pierce County Executive Pat McCarthy. The group discussed how to prepare, respond, recover and move forward after events like the Connecticut school shooting. He said a plan has been in place across school districts in the County for some time, and staff are trained to work together to respond. He noted that some school districts in Pierce County have police officers in each school, but these positions are funded by the school district. He said currently Bonney Lake has one School Resource Officer which is funded by the City. He said he will share a summary of the meeting with the Council and keep them informed as discussions continue. He said Pierce County schools are relatively well-prepared. Councilmember Lewis said the design of school buildings and access points are important safety factors to consider.

D. **Other Reports:**

**Senator Roach Town Meeting:** Mayor Johnson said Senator Pam Roach will hold a town hall meeting on January 19th at 10:00 am at the Public Safety Building in Bonney Lake. She will hold a second meeting at the South Prairie Community Center at 1:00 p.m. the same day. On January 12th, she will hold a meeting in Edgewood at 10:00 a.m.

**Communities for Families:** Councilmember Watson said he, Councilmember Lewis and Special Events Coordinator David Wells attended the CFF meeting on January 3rd. The group heard an update from Klados Ministries on human trafficking, and a presentation on the 20th Annual Community Summit in March.

IV. **CONSENT AGENDA:**

A. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #65077 – 65126 including wire transfers #10383365, 12012012, 12112012, 20121203, 2012121701 in the amount of $669,246.88.

Accounts Payable checks/vouchers #65127 – 65160 in the amount of $4,375.31.

Accounts Payable checks/vouchers #65161 – 65196 in the amount of $231,248.35.

Accounts Payable/Utility Refunds #65197 – #65213 in the amount of $1,348.60.

Accounts Payable checks/vouchers #65214-65255 including wire transfers #20121217 in...
the amount of $126,587.59.
Accounts Payable checks/vouchers #65256 - #65260 in the amount of $4,768.50.
Accounts Payable checks/vouchers #65261 - #65263 in the amount of $8,658.37.
Moved to Full Council Issues, Item D.

B. Approval of Payroll: Payroll for December 1-15th, 2012 for checks #30827-30846 including Direct Deposits and Electronic Transfers in the amount of $420,645.66.

Consent Agenda Issues, Item A. was moved to full council issues per Councilmember Watson’s request.

Councilmember Lewis moved to approve the Consent Agenda as amended. Councilmember Watson seconded the motion.

Consent Agenda approved as amended 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:


Deputy Mayor Swatman said this action can be done retroactively, and there are items that may need additional discussion such as the level and amount of increases and the update to the position table for the accountant position.

Deputy Mayor Swatman moved to table Ordinance D13-05. Councilmember Watson seconded the motion.

Motion to table Ordinance D13-05 approved 7 – 0.


Councilmember Lewis moved to approve Ordinance 1449. Councilmember Watson seconded the motion.

Ordinance 1449 approved 7 – 0.

C. AB13-03 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Public Hearing At 7:00 P.M., Or As Soon Thereafter As Possible,
During The Regular Council Meeting Of January 22, 2013, Regarding Proposed Resolution 2265, To Establish The Eastown Sewer Utility Latecomer Agreement.

Councilmember Rackley moved to approve Motion AB13-03. Councilmember Lewis seconded the motion.

Roger Watt, 12029 225th Ave Ct E, Bonney Lake, read a statement on behalf of the members of the Eastown Development Association, LLC in favor of the proposed motion. The group thanked the Mayor and staff for revising the scope of the sewer project. He said the proposed ULA is unanimously supported by the LLC members and they ask that the Council approve the item and move forward.

Councilmember McKibbin said the agenda bill for this item shows it came out of the Community Development Committee, which does not match with the meeting notes. Public Works Director Grigsby clarified that this item came before the CDC on November 20th and was forwarded for discussion at the Council Workshop the same day.

Motion AB13-03 approved 6 – 1. Councilmember McKibbin voted No.


Councilmember Rackley moved to approve the Accounts Payable and Utility Refund Checks/Vouchers. Councilmember Lewis seconded the motion. Councilmember Watson said he did not receive the voucher listings until the day before the Council Meeting. He said staff should shop locally for supplies and ask local businesses if they will match prices. He said he sees supplies, such as paint, that were bought outside the City. He said he has some other questions but will bring them forward at the upcoming Council Workshop.

Accounts Payable and Utility Refund Checks/Vouchers approved 7 – 0.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT:
At 7:35 p.m., Councilmember Lewis moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the January 8, 2013 Meeting:
- Roger Watt – Statement in Support of proposed Eastown ULA – Eastown Sewer Development Association LLC.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<td>22 January 2013</td>
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<tr>
<td>Resolution</td>
<td>2262</td>
<td>Randy McKibbin</td>
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**Agenda Subject:** Authorize the Interlocal Stormwater Control Facility Agreement for the 198th Corridor with Pierce County

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize The Interlocal Stormwater Control Facility Agreement For The 198th Corridor With Pierce County.

**Administrative Recommendation:**

**Background Summary:** This section of 198th Avenue East was once under Pierce County jurisdiction. At that time all of the storm ponds of interest were therefore under Pierce County control. Since that time the city has annexed in the storm pond at the intersection of 104th Street E. and 199th Ave. E which we currently maintain. In 2013 Pierce County will be constructing a new storm pond on 198th Ave. E. just south of the Mountain View Junior High School. Today, portions of the 198th / 199th Ave. corridor are located within the municipal boundaries of the City and portions are located within the municipal boundaries of the County. Current boundaries between the two jurisdictions do not align with topographic and drainage basin boundaries and stormwater runoff from portions of the corridor in each jurisdiction drain into the other party’s stormwater systems.

The proposed roadway improvements required by the Tahaleh development on 198th Ave. E include widening and extending the 198th Avenue East road way and portions of this roadway extension are within the municipal boundaries of both jurisdictions. As a part of these improvements, a new stormwater facility will be constructed south of the school at the intersection of 198th Avenue East and 112th Street East (the “Pierce County Facility”). The Pierce County Facility will be owned and maintained by the County but it will receive stormwater from portions of the roadway extension within the City limits just as the current stormwater pond at the intersection of 104th Street E and 199th Ave. E. will continue to receive stormwater from both the County and the City jurisdictions due to these topographic basin boundaries. This agreement will address the conditions of who will continue to maintain the ponds and who pays if changes are required in the future.

**Attachments:** Resolution 2262; Agreement; Map

**Budget Information**

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**Budget Explanation:**

**Committee, Board & Commission Review**

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<td>Community Development</td>
<td>Chair/Councilmember Randy McKibbin</td>
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<tr>
<td>Date: 15 January 2013</td>
<td>Councilmember James Rackley</td>
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<td>Councilmember Tom Watson</td>
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Forward to:

**Consent Agenda:** Yes No
### COUNCIL ACTION

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### APPROVALS

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<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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<tr>
<td>Dan Grigsby, P. E.</td>
<td>Neil Johnson Jr.</td>
<td>(if applicable):</td>
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RESOLUTION NO. 2262

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE
CITY OF BONNEY LAKE AND PIERCE COUNTY FOR TWO
SHARED STORMWATER CONTROL FACILITIES.

WHEREAS, The purpose of this Agreement is to provide for the shared use of certain
stormwater control systems and ponds in the 200th Avenue Court East/199th Avenue
East/109th Avenue East public road corridor in East Pierce County (the “Corridor”). The
term Corridor includes the full right-of-way for public improvements; and

WHEREAS, Portions of the Corridor are located within the municipal boundaries of the
City and portions are located within the municipal boundaries of the County; and

WHEREAS, The Corridor is a critical transportation link for both the County and the
City. Both jurisdictions have long range transportation plans that include widening,
improving and expanding the traffic capacity of the Corridor. These improvements will
require corresponding improvements to the storm drainage system, including new and/or
larger stormwater control facilities; and

WHEREAS, By way of a past annexation, the City now owns and maintains a
stormwater facility at the intersection of 200th Avenue Court East and 104th Street East
that was previously owned and maintained by the County (the “Bonney Lake Facility”).
Stormwater from portions of the Corridor that have not been annexed and still remain
within the County continue to drain to this Bonney Lake Facility; and

WHEREAS, The proposed roadway improvements include widening and extending the
198th Avenue East, where portions of this roadway extension are within the municipal
boundaries of both jurisdictions. As a part of these improvements, a new stormwater
facility will be constructed at the intersection of 198th Avenue East and 112th Street East
(the “Pierce County Facility”). The Pierce County Facility will be owned and maintained
by the County but it will receive stormwater from portions of the roadway extension
within the City limits; and

WHEREAS, It is in the public interest and the interest of each party will be advanced by
an agreement that recognizes the existing physical drainage patterns, facilitates the
implementation of transportation improvements and common capital facilities that
serve both jurisdictions, minimizes the duplication of drainage systems, lowers the cost of
construction, operation and maintenance, establishes clear lines of responsibility, and
establishes standards of future work; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake
Council does hereby authorize the Mayor to sign the interlocal agreement with
Pierce County to address these stated issues.
PASSED by the City Council this 22nd day of January, 2013.

_____________________________
Neil Johnson, Jr., Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

_________________________________
James Dionne, City Attorney
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<th><strong>Assessor's Property Tax Parcel/Account Number</strong></th>
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The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF BONNEY LAKE

This Shared Stormwater Control Facility Agreement is made this _________ day of ______________, 2012, between Pierce County, a Washington municipal corporation (“County”) and the City of Bonney Lake, a Washington municipal corporation (“City”).

Background/Purpose

a. The purpose of this Agreement is to provide for the shared use of certain stormwater control systems and ponds in the 200th Avenue Court East/199th Avenue East/109th Avenue East public road corridor in East Pierce County (the “Corridor”). The term Corridor includes the full right-of-way for public improvements.

b. Portions of the Corridor are located within the municipal boundaries of the City and portions are located within the municipal boundaries of the County.

c. The Corridor is a critical transportation link for both the County and the City. Both jurisdictions have long range transportation plans that include widening, improving and expanding the traffic capacity of the Corridor. These improvements will require corresponding improvements to the storm drainage system, including new and/or larger stormwater control facilities.

d. Originally the entire corridor was within the jurisdiction of the County, and all drainage systems within the Corridor were owned and operated by the County. Over time, portions of the Corridor have been annexed by the City. As it has annexed portions of the Corridor, the City has assumed ownership of and maintenance responsibility for drainage systems within the annexed area.

e. Current boundaries between the two jurisdictions do not align with topographic and drainage basin boundaries, and stormwater runoff from portions of the Corridor in each jurisdiction drains into the other party’s stormwater systems.

f. By way of a past annexation, the City now owns and maintains a stormwater facility at the intersection of 200th Avenue Court East and 104th Street East that was previously owned and maintained by the County (the “Bonney Lake Facility”). Stormwater from portions of the Corridor that have not been annexed and still remain within the County continue to drain to this Bonney Lake Facility.

g. The proposed roadway improvements include widening and extending the 198th Avenue East, where portions of this roadway extension are within the municipal boundaries of both jurisdictions. As a part of these improvements, a new stormwater facility will be constructed at the intersection of 198th Avenue East and 112th Street East (the “Pierce County Facility”). The Pierce County Facility will be owned and
h. It is in the public interest and the interest of each party will be advanced by an agreement that recognizes the existing physical drainage patterns, facilitates the implementation of transportation improvement plans and common capital facilities that serve both jurisdictions, minimizes the duplication of drainage systems, lowers the cost of construction, operation and maintenance, establishes clear lines of responsibility, and establishes standards of future work.

NOW THEREFORE, based upon this background, the parties agree as follows:

1. **Area of Agreement.** This Agreement applies to the following portions of the Corridor:

   1.1 The Bonney Lake Facility as described above, those portions of the Corridor that drain to it, and the inlets and outfalls for the Bonney Lake Facility.

   1.2 The Pierce County Facility as described above, those portions of the Corridor that drain to it, and the inlets and outfalls for the Pierce County Facility.

   1.3 This agreement does not apply to portions of the Corridor that do not drain to either the Pierce County Facility or the Bonney Lake Facility.

   1.4 This agreement only applies to public stormwater facilities and drainage from improvements within the public right-of-way. This Agreement confers no rights or obligations with respect to direct discharge of stormwater from private property either City or County jurisdiction.

2. **Agreements Regarding the Bonney Lake Facility.** The City agrees:

   2.1 Drainage from portions of the Corridor right-of-way located within the County is permitted to drain to, be treated in, and utilize the Bonney Lake Facility, and its inlets and outfalls.

   2.2 There is sufficient capacity in the Bonney Lake Facility for the County portion of the existing roadway improvements.

   2.3 The City is responsible for operations and maintenance of the Bonney Lake Facility and will maintain that facility with capacity to serve the County’s portion of the existing roadway improvements at no cost to the County.

   2.4 If the Pierce County portion of the Corridor that drains to the Bonney Lake Facility is enlarged or otherwise improved, and additional capacity is needed in such facility to accommodate additional drainage, the County shall have the right to enlarge or otherwise improve the Bonney Lake Facility to accommodate the increased drainage. The City has regulatory authority over
3. **Agreements Regarding the Pierce County Facility.** Pierce County agrees:

3.1 Drainage from portions of the Corridor improvements within the City's jurisdiction is permitted to drain to, be treated in, and then utilize the Pierce County Facility, and its inlets and outfalls.

3.2 The Pierce County Facility will be designed and constructed to accommodate the impervious surface areas from a five lane urban roadway (including curb, gutter and sidewalk) across the portions of the Corridor within the City's jurisdiction. The County warrants that there will be capacity in the Pierce County Facility for the City's portion of the roadway Corridor using these criteria.

3.3 The County will be responsible for operations and maintenance of the Pierce County Facility and will maintain the capacity originally designed to serve the City's portion of Corridor improvements at no cost to the City.

3.4 If future stormwater designs standards change, or the City requires a larger Corridor improvement and, as a result, the City needs additional capacity in the Pierce County Facility, the County agrees to cooperate with the City to develop and approve plans to enlarge or otherwise modify the facility. All costs of enlargement or other modification, including design costs, and all normal fees and costs of the reviewing county, including plan review, permitting and construction inspection, will be the responsibility of the City.

4. **Applicable Standards.**

The Pierce County Facility shall be designed and constructed to the applicable standards of the County at the time of design approval.

Any future expansion or modification of the Pierce County Facility and/or the Bonney Lake Facility shall be in accordance with the then applicable standards of the County or city as applicable.

5. **Approval/Permitting.** Each jurisdiction shall have the authority and responsibility for plan review, permitting and construction inspection for improvements within its jurisdiction.

6. **Term Of The Agreement.** This Agreement shall have an initial term commencing on the date of execution of this Agreement and terminating on December 31, 2029.
Thereafter, this Agreement shall automatically renew for one (1) year increments beginning January 1 of each year and ending midnight, December 31 of each year.

7. Termination. This Agreement may be terminated for convenience by either party at any time after upon at least 180 days written notice to the other Party.

8. Indemnification And Defense. The County shall defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the County, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such city ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's service charges.

The City shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the City, its officers, employees or agents associated with this Agreement. In executing this Agreement, the City does not assume liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and attorney's service charges.

9. No Third-Party Beneficiary. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City, and the City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this Agreement.

10. Assignment. Neither the County nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
11. Notice. Any formal notice or communication to be given by the County to the City under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

CITY OF BONNEY LAKE PUBLIC WORKS DEPARTMENT  
P.O. Box 7380  
Bonney Lake, WA 98391  
Attn: Public Works Director

Any formal notice or communication to be given by the City to the County under this Agreement shall be deemed properly given, if delivered, or if mailed Postage prepaid and addressed to:

PIERCE COUNTY PUBLIC WORKS AND UTILITIES DEPARTMENT  
4301 South Pine Street, Suite 446  
Tacoma, WA 98409-7207  
Attn: County Engineer

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the City or the County giving notice thereof to the other as herein provided.

12. City and County As Independent Contractor. Both City and County are, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between City and County or any of the City’s or County's agents or employees. The City and County shall each retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by City and County respectively under this Agreement.

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

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

15. Amendment. Provisions with this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.
16. No Real Property Acquisition Or Joint Financing. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

17. Filing. Copies of this Interlocal Agreement, together with the resolution of the Pierce County Council and the Bonney Lake City Council approving and ratifying this Agreement, shall be filed with the City Clerk, and the Secretary of State of Washington after execution of the Agreement by both parties. The Agreement shall also either be recorded with the Pierce County Auditor or posted electronically under RCW 39.34.040.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this _________ day of ______________, 2012.

PIERCE COUNTY

Approved as to Form:

Deputy Prosecuting Attorney Date

By:

Pierce County Executive Date

Public Works and Utilities Director Date

Risk Manager Date

Budget and Finance Director Date

CITY OF BONNEY LAKE

Approved as to Form:

City Attorney Date

By:

Mayor Date

Attest:

City Clerk Date
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact:
PW / Director Dan Grigsby

Meeting/Workshop Date:
22 January 2013

Agenda Bill Number:
AB13-09

Agenda Item Type:
Resolution

Ordinance/Resolution Number:
2263

Councilmember Sponsor:
McKibbin

Agenda Subject: 192nd Avenue Corridor Right of Way Acquisition

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To Purchase Of Right Of Way For Construction Of 192nd Avenue.

Administrative Recommendation: Approved

Background Summary: Resolution 1704, passed on 12 June 2007, authorized the Mayor to acquire Right of Way (ROW) for the 192nd Ave Corridor project. The Finance Committee requested that the ROW from this parcel be acquired at the time the Rezone of this property occurred on August 28, 2012 (AB12-112). Mr. and Mrs. Conn are willing to sell 4,059 s.f. of their 1.46 acre parcel at 19016 101st Street for $5,926. This area partially includes the existing private road on 190th Avenue and part of the Conn driveway.

Attachments: Resolution 2263, ROW Acquisition Agreement, Warranty Deed, Location map, Parcel Map, Legal Description of ROW take.

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: TIF funding would be utilized. A budget amendment would occur later in 2013 adding this project.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development Date: 15 January 2013

Chair/Councilmember Randy McKibbin
Councilmember Tom Watson
Councilmember Jim Rackley

Forward to: Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): Public Hearing Date(s):
Meeting Date(s): 22 January 2013 Tabled to Date:

APPROVALS

Director: Mayor: Date Reviewed by City Attorney:
DAN GRIGSBY NEIL JOHNSON Yes (if applicable):

Agenda Packet p. 65 of 172
RESOLUTION NO. 2263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE ACQUISITION OF RIGHT OF WAY FOR THE 192nd AVENUE CORRIDOR.

Whereas, the City Council accepted the 192nd Avenue East Corridor Study and recommended route with Resolution 1539 on February 28th, 2006; and,

Whereas, the City Council authorized the Mayor to proceed with acquisition of Right of Way for the 192nd Ave Corridor, from SR410 to Rhodes Lake Road, by Resolution 1704 on June 12, 2007; and,

Whereas, acquisition of this 4,059 s.f. on (Pierce County Tax Parcel Number 0519045009) is from Mr. and Mrs. Conn on their 1.46 acre parcel at 19016 101st Street for $5,926. This area partially include the existing private road on 190th Avenue and part of the Conn driveway. This acquisition would be under the terms described in the attached Right of Way Purchase Agreement.

Now, Therefore, the City Council hereby authorizes the Mayor to acquire this 192nd Avenue Corridor Right of Way property.

PASSED by the City Council this 22nd day of January 2013.

____________________________
Mayor Neil Johnson, Jr.

ATTEST: APPROVED AS TO FORM:

____________________________
Harwood T. Edvalson, CMC
City Clerk

Kathleen Haggard, City Attorney
RIGHT OF WAY PURCHASE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS RIGHT OF WAY PURCHASE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made this ___ day of ____________, 2013, by and between CARL and REBECCA CONN, (“Grantor”), and City of Bonney Lake, a Washington municipal corporation (“Grantee”).

RECITALS

A. Grantor owns property located at 19016 101st Street Court E., Bonney Lake, WA 98391 (“Grantor’s Property”), which property (Tax Parcel Number 0519045009) consists of Grantor’s private residence.

B. Grantee is in the process of acquiring property on which to improve and expand the City street system and in connection therewith has requested that Grantor convey to Grantee a portion of the Grantee’s property as described in Exhibit A and shown on Exhibit B.

C. Grantor is willing to grant, declare and establish in favor of Grantee transfer of the property described in Exhibit A and shown on Exhibit B, subject to the terms and conditions of this Agreement.

D. Grantor is also willing to grant a temporary construction easement for construction, maintenance, and repair of the City street and associated utilities, improvements, and landscaping.
AGREEMENT

For good and valuable consideration, the Parties agree to the following:

1. Grantor hereby conveys to Grantee 4,059 square feet of Parcel No. 0519045009 as described and shown in Exhibits A and B (hereinafter “Conveyed Property”). The purpose of the conveyance shall be to enable the construction of a City street and installation of associated utilities, improvements, and landscaping.

2. Until such time as the new City street and associated improvements are constructed, Grantor shall retain the ability to use the Conveyed Property for ingress and egress to private property, but shall not install any permanent fixtures or landscaping that interfere with the City’s planned use of the Conveyed Property.

3. Grantor shall execute a statutory warranty deed, in a form acceptable to the City, which shall be recorded upon Grantor’s receipt of $5,926 from the City.

4. The City shall be responsible for all costs associated with the installation and maintenance of the City street and associated utilities, landscaping, and other improvements.

5. The City shall have a temporary construction easement over such reasonable portions of Grantor’s property as are necessary for construction of the street and associated utilities, landscaping, and improvements, not to extend more than 10 feet beyond the boundary of the Conveyed Property unless express written consent is obtained from the Grantor or successor property owner. When construction of the City street and associated improvements is completed and the need for the temporary construction easement ceases, the City shall restore all surfaces and landscaping inside the temporary construction easement to their original or better condition; provided, however, that the City shall have no obligation to repair or replace any landscaping or improvement installed within the Conveyed Property after the execution of this Agreement.

INDEMNIFICATION

Except to the extent the same are caused by the negligence or willful misconduct of Grantor or its agents, employees or contractors, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all loss, costs, damages, injuries, claims, suits, liabilities, causes of action and expenses of any kind or nature, including, but not limited to, reasonable attorneys’ fees, incurred by Grantor arising out of or related to Grantee’s exercise of rights granted to it by this Agreement, including the construction, maintenance, and operation of the City street and associated utilities, improvements, and landscaping.

BENEFITS AND BURDENS SHALL RUN WITH LAND

The easements and rights and obligations described herein are not intended to be personal, but are intended to constitute covenants running with the land and are intended to touch and concern the parcels of land described in this Agreement and to constitute easements appurtenant to the Grantee’s Property benefited by the easements granted under this Agreement.
The benefits and burdens on Grantor’s Property under this Agreement shall constitute covenants running with the Grantor’s Property and shall be binding on and inure to Grantor’s successors and assigns in title. The benefits and burdens of Grantee under this Agreement shall constitute covenants running with Grantee’s Property, and shall be binding on and inure to Grantee’s successors and assigns in title to Grantee’s Property.

ATTORNEYS’ FEES

In the event either party to this Agreement brings a legal action against the other party to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to receive reimbursement from the non-prevailing party of such prevailing party’s costs incurred in such legal action (including the costs of appeal), including the fees and disbursements of the prevailing party’s attorneys, in addition to all other rights and remedies available to the prevailing party at law or in equity.

INTERPRETATION

The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

SEVERABILITY

Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any person and the same shall remain in full force and effect.

NOTICES

Notices given by the parties may be served personally, or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Notices to the parties shall be addressed to the following addresses:

If to the Grantor: CARL and REBECCA CONN
P.O. Box 3222
Federal Way, Washington 98063

If to the Grantee: City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98391
Attn: Public Works Director

The foregoing addresses may be changed by written notice given pursuant to provisions of this Section. Notices sent by certified or registered mail shall be deemed to have been given
and delivered upon the earlier of actual receipt or three (3) days business after being properly mailed. Notices served personally shall be deemed given upon receipt.

COMPLETE AGREEMENT; GOVERNING LAW

This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the easements provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Grantor and Grantee. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that the venue of any legal action brought to enforce this Agreement shall lie in Pierce County Superior Court and the parties waive their right to be sued elsewhere.

WARRANTY AND REPRESENTATION OF AUTHORITY

The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties hereunder, and that all consents, permissions and approvals related to the execution and delivery of this Agreement have been obtained.

EXHIBITS

This Agreement includes the following exhibits, which by this reference are incorporated into this Agreement:

A. Description of Right of Way take located on parcel 0519045009.

B. Map for Tax Parcel Number 0519045009 showing Conveyed Property.

SIGNATURES ON FOLLOWING PAGE
IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

CARL and REBECCA CONN

By: _____________________________
Name: CARL CONN
Title: Property Owner

By: _____________________________
Name: REBECCA CONN
Title: Property Owner

GRANTEE:

CITY OF BONNEY LAKE

By: _____________________________
Name: Neil Johnson Jr.
Title: Mayor
STATE OF WASHINGTON ) ) ss.
COUNTY OF ___________________ )

On this ___ day of _____________________, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____________________________________________, to me known to be the person who signed as Mayor of the CITY OF BONNEY LAKE, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that the Mayor was duly authorized to execute said instrument on behalf of the municipal corporation, and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

__________________________________________
(Signature of Notary)

__________________________________________
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at _______________
My appointment expires: _______________
STATE OF WASHINGTON )
COUNTY OF _____________)

On this ____ day of _____________, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CARL and REBECCA CONN, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

__________________________________
(Signature of Notary)

__________________________________
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at _____________
My appointment expires: _____________
When recorded, return to:

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

Grantor: CARL and REBECCA CONN
Grantee: City of Bonney Lake

Property Tax Parcel Number: 0519045009

Abbreviated legal description:

STATUTORY WARRANTY DEED

The Grantors, Larry and Sara Caldwell, for and in consideration of five thousand nine hundred twenty six dollars ($5,926.00) and other valuable consideration in hand paid, convey and warrant to Grantee, City of Bonney Lake, the real estate described in Exhibits A and A-1, attached hereto and incorporated herein by this reference, situated in the County of Pierce, State of Washington, subject to easements, restrictions, reservations, covenants, and conditions of record.

EXHIBITS

This Agreement includes the following exhibits, which by this reference are incorporated into this Agreement:

A. Description of Right of Way take located on parcel 0519045009.

A-1. Map for Tax Parcel Number 0519045009 showing Conveyed Property.

SIGNATURES ON FOLLOWING PAGE
IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

CARL and REBECCA CONN

By: _____________________________
Name:  CARL CONN
Title:  Property Owner

By: _____________________________
Name:  REBECCA CONN
Title:  Property Owner

GRANTEE:

CITY OF BONNEY LAKE

By: _____________________________
Name:  Neil Johnson Jr.
Title:  Mayor
On this ______ day of _____________________, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ________________________________________, to me known to be the person who signed as Mayor of the CITY OF BONNEY LAKE, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that the Mayor was duly authorized to execute said instrument on behalf of the municipal corporation, and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

________________________________________________________________________
(Signature of Notary)

________________________________________________________________________
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at ____________  
My appointment expires: ____________
STATE OF WASHINGTON 
) _________
COUNTY OF ____________
) ss.

On this ____ day of _____________, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CARL and REBECCA CONN, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at ____________
My appointment expires: ____________
I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. All critical information should be independently verified.

"Our office works for you, the taxpayer"

Pierce County Assessor-Treasurer
Dale Washam
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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FIGURE:

**EXHIBIT A-1**

**PARAMETRIX, INC.**

1. **CURRENT CITY RIGHT OF WAY**
2. **PROPOSED ROW "take" from CONN parcel**
3. **REMAINING CONN PARCEL**
4. **FUTURE PUBLIC ROW**

**PARCEL NO. 051904-5-009**

**RIGHT OF WAY**

**SCALE: 1" = 50'**

**101ST STREET**

**192ND AVENUE**

**LOT 1**

**SHORT PLAT NO. 78-194**

**TPN 051904-5-009**

**WAYNE & BECKY O'BRIEN & SON**

**CARL & REBECCA CONN**

**TPN 051904-5-009**

**TOTAL AREA: 63,599 SQ. FT.**

**ROW TAKE: 409 BD. FT. (1.09 AC)**

**REMAINING: 62,100 SQ. FT.**

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EXHIBIT A

RIGHT OF WAY
DESCRIPTION OF PARCEL
051904-5-009

ALL THAT PORTION OF LOT 1, AS SHOWN ON SHORT PLAT NO. 78-194, FILED WITH PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°06'32" EAST ALONG THE SOUTH LINE THEREOF 37.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE NORTH 17°47'47" EAST 132.34 FEET TO THE NORTH LINE OF SAID LOT 1 AND THE TERMINUS OF THIS LINE DESCRIPTION.

4/12/07

[Stamp]

David A. Ironmonger
Professional Land Surveyor
Expires: 06/14/07
WAYNE & BECKY GILBERTSON
TPN 051904-5-009
TOTAL AREA: 65,598 SQ. FT.
ROW TAKE: 4059 SQ. FT. (0.09 AC)
REMAINDER: 61,559 SQ. FT.

EXHIBIT A-1
PARCEL NO. 051904-5-009
RIGHT OF WAY

Parametrix, Inc.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<td>PW / John Woodcock</td>
<td>22 January 2013</td>
<td>AB13-02</td>
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<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<tbody>
<tr>
<td>Resolution</td>
<td>2264</td>
<td>Randy McKibbin</td>
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</table>

**Agenda Subject:** Authorize the TIB Grant Documentation Agreements for Church Lake Road Overlay and SR 410 Missing Link Sidewalk.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize The TIB Grant Documentation Agreements For Church Lake Road Overlay And SR 410 Missing Link Sidewalk.

**Administrative Recommendation:**

**Background Summary:** The City received two Transportation Improvement Board (TIB) Grants. One grant will cover 85% of the expected costs to reconstruct and overlay Church Lake Road from 199th Ave Ct. E. to 214th Ave. E. The other grant will cover 50% of the expected costs to construct sidewalk along the SR 410 corridor from approximately 400 feet west of the Angeline Road bridge to the intersection of 192nd Ave. E. The TIB requires the City to sign both the Fuel Tax Grant Agreements as well as the Project Funding Status Forms before funding can be processed.

**Attachments:** Resolution 2264; Agreements; Project Funding Status Forms; Maps

**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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**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development
Date: 15 January 2013

- Chair/Councilmember: Randy McKibbin
- Councilmember: James Rackley
- Councilmember: Tom Watson

**Consent Agenda:** Yes

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

- Workshop Date(s): 
- Meeting Date(s): 
- Public Hearing 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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RESOLUTION NO. 2264

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT DISTRIBUTION AGREEMENT AND PROJECT FUNDING STATUS FORMS.

WHEREAS, the City of Bonney Lake submitted an application for the Expanded Preservation Program and was awarded $406,193 with 15% city matching fund requirement to address both reconstruction and resurfacing of portions of Church Lake Road from 199th Avenue Court East to 214th Avenue East; and

WHEREAS, the City of Bonney Lake submitted an application for the Urban Sidewalk Program and was awarded $445,000 with a 50% matching fund requirement to address the SR 410 “missing link” occurring between the Angeline Road Bridge and 192nd Avenue East; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the two Fuel Tax Grant Distribution agreements and the two Project Funding Status Forms.

PASSED by the City Council this 22nd day of January, 2013.

_____________________________
Neil Johnson, Jr., Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

_________________________________
James Dionne, City Attorney
STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Bonney Lake
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2014 Arterial Preservation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Bonney Lake, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of $406,193 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

   a) Project Funding Status Form
   b) Bid Authorization Form with plans and engineers estimate
   c) Award Updated Cost Estimate
   d) Bid Tabulations
   e) Contract Completion Updated Cost Estimate with final summary of quantities
   f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable.
amounts are greater than $50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT’s other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.

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TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT’s motor vehicle fund and used for a motor vehicle purpose.

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15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

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Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name

November 2012
STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Bonney Lake
AGREEMENT

THIS GRANT AGREEMENT (hereinafter “Agreement”) for the FY 2014 Arterial Preservation Project, Multiple Locations (hereinafter “Project”) is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter “TIB”) and City of Bonney Lake, a political subdivision of the State of Washington (hereinafter “RECIPIENT”).

1.0 PURPOSE

TIB hereby grants funds in the amount of $406,193 for the project specified above, pursuant to terms contained in the RECIPIENT’S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

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This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

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Approved as to Form
Attorney General

By:

______________________________
Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

______________________________  ________________
Signature of Chairman/Mayor Date

______________________________  ________________
Executive Director Date

______________________________
Print Name

______________________________
Print Name
Transportation Improvement Board
Project Funding Status Form

Agency: BONNEY LAKE  
TIB Project Number: 3-P-136(001)-1

Project Name: FY 2014 Arterial Preservation Project Multiple Locations

Verify the information below and revise if necessary.

Return to:
Transportation Improvement Board
PO Box 40901
Olympia, WA 98504-0901

PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Approval Date</td>
<td>6-17-14</td>
</tr>
<tr>
<td>Contract Bid Award</td>
<td>7-8-14</td>
</tr>
<tr>
<td>Contract Completion</td>
<td>8-1-14</td>
</tr>
</tbody>
</table>

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

<table>
<thead>
<tr>
<th>Funding Partner</th>
<th>Amount</th>
<th>Other Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>BONNEY LAKE</td>
<td>71,681</td>
<td></td>
</tr>
<tr>
<td>WSDOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Funds</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL LOCAL FUNDS  71,681

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature ____________________________ Date ____________________________

Printed or Typed Name ____________________________Title ____________________________

Financial Officer

Signature ____________________________ Date ____________________________

Printed or Typed Name ____________________________Title ____________________________
STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Bonney Lake
AGREEMENT

THIS GRANT AGREEMENT (hereinafter “Agreement”) for the SR 410, Main Street E to 192nd Avenue E (hereinafter “Project”) is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter “TIB”) and City of Bonney Lake, a political subdivision of the State of Washington (hereinafter “RECIPIENT”).

1.0 PURPOSE

TIB hereby grants funds in the amount of $445,000 for the project specified above, pursuant to terms contained in the RECIPIENT’S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

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Lead Agency

Transportation Improvement Board

______________________________  ______________________________
Signature of Chairman/Mayor        Date                  Executive Director        Date

______________________________  ______________________________
Print Name                        Print Name
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This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.

b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB’s notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.

c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.

d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:
a) RECIPENT is not making reasonable progress toward correction and compliance.

b) TIB denies the RECIPENT's request to amend the Project.

c) After investigation TIB confirms RECIPENT'S non-compliance.

TIB reserves the right to order RECIPENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPENT as determined pursuant to Section 9.2, TIB shall serve RECIPENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.
12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY’s own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY’s own negligence.

Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.

b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.

c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.

d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.

e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.
15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT’S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name
Transportation Improvement Board
Project Funding Status Form

Agency: BONNEY LAKE

Project Name: SR 410
Main Street E to 192nd Avenue E

Verify the information below and revise if necessary.

Return to:
Transportation Improvement Board
PO Box 40901
Olympia, WA 98504-0901

### PROJECT SCHEDULE

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<td>Contract Completion</td>
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### PROJECT FUNDING PARTNERS

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<td>Federal Funds</td>
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**TOTAL LOCAL FUNDS**  
445,000

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

TIB Project Funding Status Form

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CITY OF BONNEY LAKE
PROPOSED CHURCH LAKE ROAD OVERLAY II
214th Avenue to 197th Avenue

SR410 HIGHWAY PROPOSED NEW SIDEWALK
Main Street to 192nd Street

August 23, 2012

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City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Don Morrison, Gary Leaf

Meeting/Workshop Date: 22 January 2013

Agenda Bill Number: AB13-08

Agenda Item Type: Resolution

Ordinance/Resolution Number: 2266

Councilmember Sponsor:

Agenda Subject: Metropolitan Park District Election

Full Title/Motion: A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Providing For The Submission Of A Proposition To The Qualified Voters Of The City Of Bonney Lake At A Special Election To Be Held On April 23, 2013, For Their Approval Or Rejection Of The Creation Of A Metropolitan Park District Pursuant To Chapter 35.61 R.C.W.

Administrative Recommendation: Approve

Background Summary: On December 11th Council approved placement of the Metropolitan Park District election on the April 2013 ballot. The next step is to confirm the election date and adopt a ballot title.

Attachments: No

BUDGET INFORMATION

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<tr>
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Budget Explanation: Election cost is estimated at $25,000 in April 2013.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:

Date: 11/19/2012

Consent Agenda: ☐ Yes ☒ No

Forward to:

Yes No
Chair/Councilmember
Councilmember
Councilmember

Commission/Board Review:

11/19/2012

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): 9/6/2011; 7/17/2012; 8/21/2012; 9/18/2012; 12/4/2012, 1/15/13

Public Hearing Date(s): 8/21/2012, 1/15/13

Meeting Date(s): 12/11/2012, 1/22/2013

Tabled to Date: 

APPROVALS

Director: 

Mayor: 

Date Reviewed by City Attorney: n/a

(if applicable): 

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RESOLUTION NO. 2266

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, PROVIDING FOR THE SUBMISSION OF A PROPOSITION TO THE QUALIFIED VOTERS OF THE CITY OF BONNEY LAKE AT A SPECIAL ELECTION TO BE HELD ON APRIL 23, 2013, FOR THEIR APPROVAL OR REJECTION OF THE CREATION OF A METROPOLITAN PARK DISTRICT PURSUANT TO CHAPTER 35.61 RCW.

WHEREAS, RCW 35.61.010 provides that a Metropolitan Park District may be created for the management, control, improvement, maintenance, and acquisition of parks, parkways, boulevards, and recreational facilities; and

WHEREAS, the City has updated the Parks Element of the Comprehensive Plan which identified millions of dollars of unmet park, trail, open space, and recreation facility needs; and

WHEREAS, the City's General Fund continues to face stagnant revenues and increasing general government costs; and

WHEREAS, Bonney Lake parks and recreation derives substantially all its funding from the General Fund and limited park impact fees; and

WHEREAS, the City Council has taken steps to increase user fees and charges for facilities and services provided by Parks and Recreation and to obtain grants where possible, but funding for parks remains insufficient; and

WHEREAS, a metropolitan park district offers additional capacity to levy funds through a property tax up to a maximum of $0.75 per $1,000 of assessed valuation, which funds are restricted to parks and recreation purposes provided for in Chapter 35.61 RCW; and

WHEREAS, Bonney Lake parks, trails, open space and recreation centers are an essential element of the livability, public health, safety and welfare of Bonney Lake residents; and

WHEREAS, the City of Bonney Lake does not have available sufficient moneys to sustain and maintain the facilities and services of Parks and Recreation departments of the City; and

WHEREAS, in order to provide and maintain the Parks and Recreation facilities and services an additional source of funding is necessary; and

WHEREAS, on December 11, 2012 the City Council passed Resolution No. 2258 calling for the question of creating a Bonney Lake Metropolitan Park District to be submitted to the voters.

NOW, THEREFORE, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:
Section 1. Proposed metropolitan park district. The City Council proposes that the metropolitan park district be called “Bonney Lake Metropolitan Park District,” that its boundaries be co-extensive with the Bonney Lake corporate limits, and that the Bonney Lake City Council serve as the ex officio board of parks commissioners.

Section 2. Call for election. Pursuant to RCW 35.61.020, the City Council of the City of Bonney Lake hereby calls for submission of a proposition to the qualified voters of the City asking whether a metropolitan park district shall be created. The Pierce County Auditor, as ex officio supervisor of elections in Pierce County, is hereby requested to call a special election in the City of Bonney Lake on April 23, 2013.

Section 3. Ballot Proposition. The proposition to be submitted to the voters of the City of Bonney Lake shall read substantially as follows:

CITY OF BONNEY LAKE
PROPOSITION NO. 1
METROPOLITAN PARK DISTRICT

The Bonney Lake City Council passed Resolution 2266 to allow voters to decide whether to create the “Bonney Lake Metropolitan Park District,” with boundaries co-extensive with the City limits, to be governed by the City Council as the ex officio board of parks commissioners. If created, the metropolitan park district would have all powers under Chapter 35.61 RCW, including authority to levy a general property tax, and provide improved parks and recreation facilities and services.

Shall the Bonney Lake Metropolitan Park District be so created and governed?

[ ] For the formation of a metropolitan park district to be governed by the Bonney Lake City Council as the ex officio board of parks commissioners.

[ ] Against the formation of a metropolitan park district.

Section 4. The City Clerk shall present a copy of this Resolution to the Pierce County Auditor no later than January 31, 2013.

PASSED by the City Council this 22nd day of January, 2013.

___________________________________________
Neil Johnson, Mayor

ATTEST:

___________________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

___________________________________________
Kathleen Haggard, City Attorney
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
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**Agenda Subject:** CDBG Application Authorization

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Apply For A State CDBG Grant To Build A New Food Bank.

**Administrative Recommendation:** Approve

**Background Summary:** For some time, the City has been trying to find a better location and facility in which to house the food bank. The current facility is crowded, and the building is in very poor condition. There is an opportunity to apply for a 100% grant from the state administered HUD CDBG program to construct a new food bank on a new site and demolish the existing building. State grant requirements require passage of a resolution in substantially the form prescribed by the state authorizing the application and stating that if the grant is awarded, the City will abide by all state and federal grant requirements.

**Attachments:** Resolution

**Budget Information**

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<th>Required Expenditure</th>
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**Budget Explanation:** NA. The grant would be for $750,000

**Committee, Board & Commission Review**

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<th>Approvals:</th>
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<td>Chair/Councilmember</td>
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**Commission/Board Review:**

**Hearing Examiner Review:**

**Council Action**

| Workshop Date(s): | January 15, 2013 |
| Meeting Date(s):  | 1/22/2013        |

**Public Hearing Date(s):** 12/11/2012 (AB12-169)

Tabled to Date:

**Approvals**

<table>
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<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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| (if applicable): |
RESOLUTION NO. 2267

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING SUBMISSION OF A HUD COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO THE WA DEPARTMENT OF COMMERCE FOR THE DEVELOPMENT OF A NEW FOOD BANK.

WHEREAS, the City of Bonney Lake is applying to the state Department of Commerce for funding assistance to construct a new food bank; and

WHEREAS, it is necessary that certain state and federal conditions be met as part of the application requirements; and

WHEREAS, Mayor Neil Johnson, Jr. is authorized to submit this application to the State of Washington on behalf of the City of Bonney Lake;

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

Section 1. The Mayor is hereby authorized to submit a CDBG application to the state Department of Commerce to request seven hundred and fifty thousand dollars ($750,000) to construct a new food bank as outlined in the grant application.

Section 2. The City of Bonney Lake certifies that, if funded, it:

A. Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws;

B. Has provided opportunities for citizen participation comparable to the state's requirements (those described in Section 104(a)(2)(3) of the Housing and Community Development Act of 1974, as amended); and has complied with all public hearing requirements and provided citizens, especially low- and moderate-income persons, with reasonable advance notice of and the opportunity to present their views during the assessment of community development and housing needs, during the review of available funding and eligible activities, and on the proposed activities;

C. Has provided technical assistance to citizens and groups representative of low- and moderate-income persons that request assistance in developing proposals;

D. Will provide opportunities for citizens to review and comment on proposed changes in the funded project and program performance;

E. Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants;

F. Will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as
provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

G. Has adopted or will adopt a policy(s) to reduce greenhouse gas emissions in accordance with RCW 70.235.070 and certifies this project will adhere to this policy(s).

H. Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act; will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); has adopted (or will adopt) and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted (or will adopt) and implement a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act or 1974, as amended; and

Section 3. City Administrator Don Morrison is authorized to act as the Chief Administrative Officer and the authorized City representative in all official matters in connection with this application and Bonney Lake’s participation in the State of Washington CDBG Program.

PASSED BY THE CITY COUNCIL this 22nd day of January, 2013.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

______________________________
Kathleen Haggard, City Attorney
City of Bonney Lake, Washington

Council Agenda Bill (CAB)

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<td>15 January 2013</td>
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**Agenda Subject:** Updated service agreement with South Sound 911 (SS911) due to name change.

**Full Title/Motion:** A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, To Sign A Service Agreement With SS911.

**Administrative Recommendation:** Approve

**Background Summary:** Law Enforcement Support Agency has changed names to South Sound 911 (SS911). Due to the change SS911 has sent out updated service agreements to reflect such change. Language in this contract is consistent with our current contract.

**Attachments:** Service agreement with SS911

**BUDGET INFORMATION**

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**Budget Explanation:** No Anticipated Budget Impact.

**COMMITTEE, BOARD & COMMISSION REVIEW**

- **Council Committee Review:** Public Safety
  - Date: 15 January 2013
  - Approvals: Hamilton, Chair
  - Lewis, Councilmember
  - Watson, Councilmember
  - Forward to: Council Workshop
  - Consent Agenda: Yes

- **Commission/Board Review:**

- **Hearing Examiner Review:**

**COUNCIL ACTION**

- **Workshop Date(s):** 22 January 2013
- **Meeting Date(s):**
- **Public Hearing Date(s):**
- **Tabled to Date:**

**APPROVALS**

- **Director:**
- **Mayor:**
- **Date Reviewed by City Attorney (if applicable):**
- **N/A**
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RESOLUTION NO. 2268

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A SERVICE AGREEMENT BETWEEN THE CITY OF BONNEY LAKE, WASHINGTON AND SOUTH SOUND 911 FOR THE CONTINUED SERVICES FROMERLY PROVIDED BY LAW ENFORCEMENT SUPPORT AGENCY (LESA).

WHEREAS, The City of Bonney Lake currently has a contract with Law Enforcement Support Agency (LESA) to provide services associated with Records Management Systems (RMS) and Information Technology support.

WHEREAS, LESA has changed it’s name to South Sound 911; and

WHEREAS, a service contract to reflect the new name South Sound 911 is required.

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 South Sound 911 services agreement.

PASSED BY THE CITY COUNCIL this 22nd day of January, 2013.

__________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
Kathleen Haggard, City Attorney
SOUTH SOUND 9-1-1 SERVICES AGREEMENT

THIS AGREEMENT is entered between SOUTH SOUND 9-1-1 (hereinafter “SS911”) and the City of Bonney Lake, (hereinafter “USER”) to delineate the terms and conditions upon which “USER” will be allowed access to the information, data bases and/or computer systems controlled, operated or accessed by SS911.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Definitions
   
   A. **Agency**: Means South Sound 9-1-1.
   
   B. **User**: Means a criminal justice agency as defined in RCW 10.97, and who is a signatory to this Agreement.
   
   C. **Information**: Means any data maintained by SS911 in manual or automated files, and data obtained through SS911 from other non-SS911 agency files or systems such as ACCESS (Washington Central Computerized Enforcement Service System).
   
   D. **Office of Record**: SS911 is the office of record for the incident data (CAD system - Computer Aided Dispatch, the historical CLEAR system - Consolidated Law Enforcement Automated Records), WebRMS, and local Criminal History. Pierce County Corrections is the office of record for JMS (Jail Management System). The Washington State Patrol controls the ACCESS/WACIC (Washington Crime Information Center)/NCIC (National Crime Information Center) systems. Pierce County Juvenile Courts is the office of record for JUDI (Juvenile Detention Information).
   
   E. **Records Custodian**: SS911 is the records custodian for applications residing on the SS911 servers, such as local warrant data, and data residing in the data warehouse.
   
   F. **Member Agency**: Includes Pierce County, City of Tacoma, City of Lakewood, City of Fife, Pierce County Fire District No. 3, and any municipality or special district that becomes a party to the agreement establishing South Sound 911.

2. Scope of Services

   A. It is further understood and agreed that USER acknowledges all specific agreement clauses which are attached hereto.
   
   B. USER further agrees that if USER has connectivity to the ACCESS/WACIC/NCIC system that it has executed and is bound by and shall abide by the ACCESS/WACIC/NCIC User Acknowledgment.
3. Access to Information

A. It is understood and agreed that SS911 has sole authority to determine which of its information, data bases and/or computer systems will be subject to access by USER.

B. It is understood and agreed that the information maintained or obtained by SS911 is solely for its Agency purposes and that USER shall have no right to require or request modifications to the method of retrieval of information. SS911 will forward all suggestions for changes and revisions to the SS911 Executive Director or designee for review.

C. It is understood and agreed that SS911 shall maintain control over its personnel, including all policies and procedures relating to personnel.

D. It is understood and agreed that USER shall at all times act in strict accordance with the provisions of the Criminal Records Privacy Act, RCW 10.97 and Public Disclosure Law, RCW 42.56, and further, to ensure security and privacy, USER agrees that:
   
   i. All users shall treat information as confidential.
   
   ii. Dissemination of information shall be pursuant to established Agency Policy and Procedures.

   iii. Requesters for Agency Criminal History Information or copies of Agency documents shall be directed to SS911 Information Services for processing and dissemination, unless authorized by established Agency Policy and Procedures.

   iv. Secondary dissemination of information provided to USER by SS911 shall not be made other than as required by law. If dissemination is contemplated, SS911 is to be notified consistent with the law.

   v. Reproduction of information contained in computerized and manual files shall not be made except as required by law.

   vi. Disposal of printed information shall be by destruction.

   vii. USER shall ensure that physical security measures are present to prevent loss, modification, and authorized access to information.

E. It is further understood and agreed that USER shall limit access to criminal justice employees who are authorized to access such information, and further, ensure that the use of such information is limited to the purposes of criminal justice, as set forth in RCW 10.97. Further, USER agrees that the placement of the computer
shall be in a secure location, with access limited to the aforementioned criminal justice employees whom shall have individually identified user accounts.

4. Fees for Services

A. It is understood and agreed that SS911 reserves the right to impose reasonable charges to USER for the use of and/or connection to the Agency’s system as now constituted or as it may be modified, and USER agrees to pay such reasonable charges.

B. Fees for services will be calculated based on information contained in “Attachment D”.

C. The annual charges will be calculated and delivered, per the current cost allocation model, to the USER on or before August 31st for the up-coming year of service.

5. Contract Administration and Right to Audit

It is further agreed between the parties that SS911 is authorized to audit the use of the system by USER, and further, is authorized to immediately disconnect USER in the event of any perceived violation of the conditions of this Agreement herein.

6. Terms of Agreement

This agreement will be effective on the effective date listed below and will remain in effect until canceled. Either the USER or SS911 may terminate this Agreement at any time, with or without cause, by notice in writing to the other. This notice is to be given a minimum of sixty (60) days prior to the termination date, except as provided in Section 5 of this Agreement. Written notices shall be provided, in the case of SS911, to:

Executive Director
South Sound 9-1-1
955 Tacoma Ave. S., Suite 102
Tacoma, WA 98402

7. Indemnification

The USER agrees to defend, indemnify and hold harmless the Agency, its Member Agencies and its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceeding however caused, arising directly from, or indirectly out of, any action or conduct of the USER in the exercise or enjoyment of this Agreement.

8. Changes to Agreement
Either party may request changes in this Agreement. Any and all modifications shall be mutually agreed upon and incorporated by written amendment to this Agreement and executed by the parties hereto.

This agreement represents the entire agreement between those parties and supersedes any prior oral agreements, discussions, or understandings between the parties.

DATED this 22\textsuperscript{nd} day of January\blankyear, 2013.

EFFECTIVE the 1\textsuperscript{st} day of JANUARY, 2013

IN WITNESS WHEREOF the parties hereto have accepted an executed this Agreement as of the day and year written above.
**SOUTH SOUND 9-1-1**

Interim Executive Director Michael Carson
Approved as to Budget:

Janet Caviezel
Budget & Finance Manager

Approved as to Form:

Jon Walker
Legal Advisor

---

**USER**

Mayor, City of Bonney Lake
Title

Address:

Public Safety Building, 18421 Veterans Memorial Dr E

Bonney Lake, WA 98391
City/State/Zip
ATTACHMENT “A”  
Information Services Policy

**Purpose:** The purpose of this policy is to delineate the responsibilities of South Sound 911 and user agencies in regard to Information Technology activities such as Internet access, security, acquisition and maintenance of applications, work stations, and printers, and to establish a protocol for connecting to the South Sound 911 network and computer systems.

1. Acquisition and Maintenance

   A. Work stations, and printers presently in use by user agencies that were supplied by the Law Enforcement Support Agency (LESA) may continue in use. When such units need to be replaced, it is the responsibility of the user agency to provide the replacement. The unit supplied by LESA shall be returned to South Sound 9-1-1 (SS911) for disposal and removal from inventory.

   B. Additional work stations, printers, and connectivity devices shall be the responsibility of the user agency. Any wiring, modems, phone lines, etc. required to connect the devices to the computer is the responsibility of the user agency, unless, specifically covered by this Agreement in “Attachment B”. Any such items that relate to the SS911 system shall be approved by SS911 to insure that it is compatible with the system, will not degrade other users and that SS911’s systems have the capacity to accept the device.

   C. Maintenance of both existing and additional user related equipment is the responsibility of the user.

   D. Any user-supplied software that has the capability of impacting the SS911 Systems shall be approved by SS911 prior to installation.

   E. SS911 will provide technical assistance through SS911 Information Technology staff, per the hourly cost set by the SS911 Policy Board.

   F. SS911 is responsible for maintaining the SS911 system, including the connectivity devices, work stations, monitors, and printers used solely in SS911. SS911 is also responsible for CAD work stations and monitors that are owned by SS911.

2. Internet Access

   A. Internet access will be for business purposes only. Entertainment or convenience use is not acceptable.

   B. Access to the Internet from any PC connected to SS911’s wide area network is only allowed via SS911's centralized Internet connection. Alternate methods of Internet access compromise SS911’s network security exposing it to potential harm from computer hackers. Alternate methods further violate access rights to other systems connected to SS911’s wide area network. Requests for exceptions to this rule must be reviewed and approved by the South Sound 911 Information Services Assistant Director.

3. Internet and Intranet Use
A. All USER employees are responsible for using computer resources in an ethical, responsible and legal manner.
B. Use of the Internet, including e-mail to and from the Internet, through USER or SS911 equipment will only be for USER employees, and/or only for USER business related purposes.
C. USER Management is responsible for managing use of the Internet by their staff, restricting use or limiting time as they see appropriate.
D. USER employees should consider their Internet activity as public information and manage their activity accordingly. All Internet traffic goes out beyond the protected SS911 network into a wide reaching network that is not secured.
E. SS911 Information Technology monitors and reports on the Internet activity on SS911's network.
F. The viewing and downloading of offensive material from the Internet or any non-official (non-SS911) use is not allowed.
G. All copyrighted information and software found on the Internet must be respected.
H. Virus checks must be completed on all files and e-mail attachments downloaded from the Internet.
I. When using the Internet through USER or SS911 resources, USER employees are representing the USER and SS911, thus all communications across the Internet shall be professional and appropriate.
J. Software packages, including screen savers, should not be configured to automatically retrieve updated information from the Internet during normal SS911 business hours (7:30am to 5:00pm). Request for exceptions to this can be directed to the Information Services Assistant Director for analysis of impact on SS911 resources.

4. Electronic Mail

A. The SS911 Electronic Mail system is to be used only for SS911 and USER business. As such, SS911 officials may inspect messages at any time.
B. While in the office, all employees have the responsibility to check their mailbox once per day and to delete all old E-Mail envelopes in a timely manner.
C. Do not send junk mail or other non-business mail. The E-mail system will not be used as a method of communicating non-essential, non-official or non-SS911 information to other system users.
D. System-wide messages will only be used by the E-Mail administrator.
E. A username unique throughout SS911 will be assigned to each SS911 E-Mail user. This allows the SS911 E-Mail system to work properly when sharing messages with other organizations and the Internet.
F. Each message you receive and each message you send is stored on your server until you delete the envelope. Over time the accumulation of all these messages for all the users takes up quite a bit of disk space.
G. All E-Mail messages can be requested from the system under legal actions and by the SS911 system Administrators or as authorized by SS911 Administration.
H. Generic names for E-Mail users will not be allowed except as authorized by the Information Services Assistant Director.

5. General Use

A. USER will establish a central point of contact for SS911 so that USER can be notified of impeding changes, system non-availability and other technical issues.
B. USER is responsible for ensuring USER employees understand how to get assistance from SS911 should problems occur.
C. SS911 will provide support in accordance with terms outlined above or as published in the Agency Fee Schedule.
ATTACHMENT “B”
Dispatch Services Agreement

Purpose: The purpose of this attachment is to delineate the responsibilities of SS911 and USER in regard to police dispatch services and fees associated therewith.

1. South Sound 911 Responsibilities
   A. Receive and accept emergency and routine police calls from within the boundaries of areas served by USER.
   B. Handle calls according to the procedures established by SS911.
   C. Maintain radio and support communications with USER from the time of the initial call and provide additional assistance as needed within customary support as provided by SS911.
   D. Record and maintain a record of radio and telephone communications relating to all emergency incidents as required by SS911.
   E. The services to be provided by SS911 shall be provided twenty-four (24) hours per day; seven (7) days per week, during the term of this agreement.

2. USER Responsibilities
   A. USER shall comply with the standard operating procedures for services as may be established from time to time by SS911.
   B. USER is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of USER.

3. Fee Assessments
   A. Charges for dispatch services shall be based on cost allocations determined by the SS911 Policy Board.
   B. Charges for services are calculated based on information contained in Attachment “D” Term Sheet.
ATTACHMENT “C”
Records Management Services Agreement

Purpose: The purpose of this attachment is to delineate the responsibilities of SS911 and USER in regard to Records Management Services (RMS) and fees associated therewith.

1. South Sound 911 Responsibilities (will vary depending on services selected by USER)
   A. Provide records management support for WebRMS data entry and approvals using IBR/NIBR standards in the form of training, problem solving, auditing and statistical gathering.
   B. Provide additional services as selected by USER including:
      i. Court ordered Expungements and Sealing
      ii. UCR/IBR Reporting
      iii. Distribution of Incident Reports
      iv. Warrants
      v. Data Entry – Police Records
      vi. Subpoena Processing
      vii. Public Counter Assistance (which may include public disclosure requests, fingerprinting series and concealed pistol license applications)
      viii. Pistol Transfer Applications
      ix. Records Checks
      x. Court Dispositions
      xi. General Copying/Special Requests
      xii. Criminal History Requests
      xiii. Archiving and Storage of Law Enforcement Records

2. USER Responsibilities
   A. USER shall comply with the standard operating procedures for records management as may be established from time to time by SS911.
   B. USER is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of USER.

3. Fee Assessments
   A. Charges for records management services shall be based on cost allocations determined by the SS911 Policy Board.
   B. Charges for services are calculated based on information contained in Attachment “D” Term Sheet.
ATTACHMENT “D”
Term Sheet

This Term Sheet shall be updated annually to identify services to be provided to USER by SS911 and certify number of commissioned officers and user accounts.

INFORMATION SERVICES:

Number of User Accounts: 42

Number of Full-Contributors 39  Number of Search/Read Only 3

Non-Universal Charges:

E-Mail Services  Yes  No  X  Number of Accounts 

NetMotion  Yes  X  No  Number of Accounts 1

Web Hosting  Yes  No  X  Public Facing  Yes  No  X

Internet Access  Yes  No  X

COMMUNICATIONS SERVICES:  Yes  No  X

RECORDS MANAGEMENT SERVICES:

Number of Commissioned Officers 33

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

**Department/Staff Contact:** PW / John Woodcock  
**Meeting/Workshop Date:** 15 January 2013  
**Agenda Bill Number:** AB13-14

**Agenda Item Type:** Resolution  
**Ordinance/Resolution Number:** 2269  
**Councilmember Sponsor:** Randy McKibbin

**Agenda Subject:** Award Construction contract to Pape & Sons Construction Inc for the Ponderosa Estates Waterline Replacement Project.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award Construction Contract To Pape & Sons Construction Inc For The Ponderosa Estates Waterline Replacement Project.

**Administrative Recommendation:**

**Background Summary:** The City of Bonney Lake is installing 1190 LF of 8 inch Ductile Iron Pipe and 490 LF of 4 inch DI Pipe due to water leaks in the old pipe. 13 quotes for this project were opened on January 9th and the low bidder was from Pape & Sons Construction Inc for $1,640,283.63. This quote was 31% below the Engineers Estimate.

**Attachments:** Resolution 2269; Contract; Bid tabulations; Map

**BUDGET INFORMATION**

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**Budget Explanation:** 401.000.034.594.34.63.04- Leaky Mains (PWTF) Phase 2D & 2F.  
Construction contract amount: $1,640,283.63 + 10% Contingency $164,028.36 + 5% Project Mgt. $82,014.18= Total $1,886,326.17  
Revenue: Leaky Mains Public Works Trust Fund

**COMMITTEE, BOARD & COMMISSION REVIEW**

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Forward to: Consent Agenda: Yes ☒ No ☐

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

**Workshop Date(s):**

**Meeting Date(s):**

**Tabled to Date:**

**APPROVALS**

**Director:** Dan Grigsby  
**Mayor:** Neil Johnson Jr.  
**Date Reviewed by City Attorney:** (if applicable):
RESOLUTION NO. 2269

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDING THE PONDEROSA ESTATES WATERLINE REPLACEMENT PROJECT TO PAPE & SONS.

WHEREAS, the City Council approved the contract with Kennedy/Jenks Consultants for the design of the Ponderosa Estates Waterline Replacement Project; and

WHEREAS, the City advertised the Ponderosa Estates Waterline Replacement and opened bids on January 9, 2013 and has determined the lowest responsible quote for this contract was received from Pape & Sons Construction Inc; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Pape & Sons Construction Inc. in the amount of $1,640,283.63 which includes tax.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency ($164,028.36) amount based on the contract bid amount as well as a 5% Construction Engineering ($82,014.18) amount based on the contract bid.

PASSED by the City Council this 22nd day of January, 2013.

_____________________________
Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_____________________________
James Dionne, City Attorney
PUBLIC WORKS CONTRACT

THIS AGREEMENT is made and entered into in duplicate this ___ day of ________, 20___, by and between the CITY OF BONNEY LAKE, hereinafter called the "City," and James Pape of Pape & Sons Const., hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, materials, and equipment for:

CITY OF BONNEY LAKE
Ponderosa Estates Waterline Replacement

In accordance with and as described in the attached Plans and Specifications, and the 2010 Standard Specifications for Road, Bridge, and Municipal Construction, prepared by the Washington State Department of Transportation with the Washington State Chapter of the American Public Works Association (APWA) and all amendments thereto, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in, or additions to, the work provided under this Contract and every part thereof.

Work shall start immediately after Notice to Proceed and be completed within the time specified in the Special Provisions of the attached Plans and Specifications.

If said work and identified milestones are not completed within the time specified, the Contractor agrees to pay to the City liquidated damages as specified in the Standard Specifications for each working day said work remains incomplete after expiration of the specified time.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as that mentioned in the Specifications to be furnished by the City.

2. The City hereby promises and agrees with the Contractor to employ, and does employ, the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in the Contract.
3. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, particularly public and private utilities; or reasonably foreseen delays.

4. In addition to limiting claims for unreasonable delays to the actual downtime of labor and equipment, as above provided, Contractor agrees that the City’s liability to the Contractor for payment of claims or damages of any kind whatsoever relating to this Contract shall be limited to direct costs as provided under the force account provisions of the Standard Specifications. Contractor waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that do not relate to the prices stated herein or are not specific as to the actual, direct costs of contract work as defined in the Standard Specifications force account provisions.

5. For purposes of applying RCW 4.24.115 to this Contract, Contractor and City agree that the term “damages” applies only to the finding in a judicial proceeding and is exclusive of third-party claims for damage preliminary thereto. The Contractor agrees to defend, indemnify, and hold harmless the City from all claims for damages by third parties, including costs and reasonable attorney’s fees in the defense of claims for damages arising from performance of the Contractor’s express or implied obligations under this Contract. Contractor specifically and expressly waives immunity under Industrial Insurance Law, Title 51 RCW. This provision has been specifically negotiated. Contractor further waives any right of contribution against the City. The Contractor agrees that all third-party claims for damages against the City for which Contractor’s insurance carrier does not accept defense of the City may be tendered by the City to the Contractor who shall, if so tendered by the City, accept and undertake to defend or settle with the claimant. The City retains the right to approve claims investigation and counsel assigned to said claim, and all investigation of legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, this indemnification shall be void, and the City shall be responsible for all damages payable to the third-party claimant. In the event that the City and Contractor agree or a court finds that the claim arises from or included negligence of both the Contractor and the City, the Contractor shall be responsible for all damages payable by the Contractor to the third-party claimant under the court findings, and, in addition thereto, the Contractor shall hereunder indemnify the City for all damages paid or payable by the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Contractor.

6. Contractor does hereby agree, and for his/her heirs, executors, administrators, successors, and assigns, agrees, to the full performance of all the covenants herein upon the part of the Contractor.

7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as previously provided herein.
8. The obligations under this Contract shall not be assigned without prior written approval of the City.

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

CITY OF BONNEY LAKE

By: __________________________
    (Signature)

Mayor, City of Bonney Lake
    (Title)

ATTEST:

______________________________
    (Signature)

______________________________
    (Title)

Approved as to Form:

______________________________
    (Signature)

City Clerk
    (Title)

CONTRACTOR:

______________________________
    (Signature)

James Page
    (Printed Name)

President
    (Title)

______________________________
    (Date)

1-10-13
## Pondersoa Estates Waterline

**Date:** January 9, 2013

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**Construction Cost: Schedule A**  
$1,530,097.00  
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$1,180,635.00

**WSST @ 8.8%**  
$134,648.54  
$80,844.63  
$103,895.88

**Total Cost - Including WSST**  
$1,664,745.54  
$999,533.63  
$1,284,530.88

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1/16/2013 10:02 AM

N:\Everyone\Agenda Review\2013\1-22-13\AB13-14\Ponderosa Estates - Bid Tabulation.xls
## SCHEDULE B

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**Construction Cost:** Schedule B........................................................................... $723,000.00 $640,750.00 $548,434.00

**Total Cost - Schedule A&B inc. WSST.................................................................** $2,387,745.54 $1,640,283.63 $1,832,964.88
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*Agenda Packet p. 142 of 172*
The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey.

ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for any particular purpose.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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<td>Randy McKibbin</td>
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</tbody>
</table>

**Agenda Subject:** Accept as Complete The Purchase and Installation of Flygt pumps at Lift Stations 3, 4, 6, 7, 8, 13 and spare contract with Whitney Equipment Company as Complete.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Purchase And Installation Of Flygt Pumps At Lift Stations 3, 4, 6, 7, 8, 13 And Spare Contract With Whitney Equipment Company As Complete.

**Administrative Recommendation:**

**Background Summary:** Resolution 2228 dated July 24, 2012 awarded the purchase and installation contract to Whitney Equipment Company for the 2012 Lift Station Pump Replacements. This contract allowed replacement of Flygt pumps that are over 25 years old, which leaked and were severely worn and had never been rebuilt.

See attached Project Completion Report for detail information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the Assistant Director 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, Notice of Completion of Public Works Contract and 2 photos of project.

**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>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Budget Explanation:** Release of Retainage in the amount of $5,607.39.

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
<thead>
<tr>
<th>Council Committee Review:</th>
<th>Approvals:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development</td>
<td>Chair/Councilmember</td>
<td>Randy McKibbin</td>
<td>☒</td>
</tr>
<tr>
<td>Date: 15 January 2013</td>
<td>Councilmember</td>
<td>James Rackley</td>
<td>☒</td>
</tr>
<tr>
<td></td>
<td>Councilmember</td>
<td>Tom Watson</td>
<td>☒</td>
</tr>
</tbody>
</table>

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:
Project Title: 2012 Purchase & Installation of Flygt Pumps at Lift Stations

Project Financing Summary:

Project Revenue Sources:

- Budget Authorized by City Council: $185,000
- City Fund Source(s):
  - Sewer- System Development Charges: 92,500
  - Sewer- Reoccurring OPS Maintenance: 92,500
  - Total: 185,000

Total Project Budget Utilized: $122,690

Project Expenditures:

- Study = N/A
- Design = N/A
- Total Construction: $122,690

Engineer's Estimate = N/A

<table>
<thead>
<tr>
<th>Contract Award Amount</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Bid/Contract=</td>
<td>$124,710</td>
</tr>
<tr>
<td>Contingency- 10%</td>
<td>N/A</td>
</tr>
<tr>
<td>Field Engineering Services- 5%</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>$124,710</td>
</tr>
</tbody>
</table>

Total Project Cost = $122,690

Total Budget for construction= $124,710
Actual Under Budget= -$2,020

Actual Revenue Sources utilized for project:

- Budget Authorized by City Council: $185,000
- Actual City Funds utilized:
  - Sewer- SDC: 92,500
  - Sewer- O & M Rates: 30,190
  - Total: 122,690
<table>
<thead>
<tr>
<th>Planning</th>
<th>Actual Costs</th>
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<tbody>
<tr>
<td>Comprehensive Facilities Plan Approved by City Council:</td>
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<tr>
<td>Study Required:</td>
<td>N/A</td>
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<tr>
<td>FY Funding in Budget:</td>
<td>N/A</td>
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<td>Study Contract NTP Date:</td>
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<tr>
<td>Study Contract Completion Date:</td>
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<table>
<thead>
<tr>
<th>Design</th>
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<tr>
<td>Date RFP Issued</td>
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<tr>
<td>Design Contract Award Date:</td>
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<td>Design Contract Completion Date:</td>
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<td>Design Consultant(s):</td>
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<tr>
<td>Scope of Work Changes:</td>
<td>Date</td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
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</tr>
<tr>
<td>Change Order Summary:</td>
<td></td>
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<tr>
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</table>

<table>
<thead>
<tr>
<th>Construction</th>
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<tbody>
<tr>
<td>Date of Advertisement:</td>
<td>Sole Source- RFQ</td>
</tr>
<tr>
<td>Bid Opening Date:</td>
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<tr>
<td>Engineer's Estimate:</td>
<td>N/A</td>
</tr>
<tr>
<td>Low Responsive/Responsible Bid:</td>
<td>N/A</td>
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<td>Contract Award Date:</td>
<td>7/24/2012</td>
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<tr>
<td>Contract Completion Date:</td>
<td>11/21/2012</td>
</tr>
<tr>
<td>Closeout Date:</td>
<td>Date</td>
</tr>
<tr>
<td>Scope of Work Changes:</td>
<td>Date</td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Change Order Summary:</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>N/A</td>
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<tr>
<td>Other Construction</td>
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</table>

<table>
<thead>
<tr>
<th>Construction</th>
<th>Actual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Actual Total</td>
<td>$122,690</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$122,690</td>
</tr>
</tbody>
</table>
NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 600105028
Date: 1/11/2013

<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>PO Box 7380</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>

Notice is hereby given relative to the completion of contract or project described below

Project Name: 2012 Purchase & Installation of Flygt Pumps

Description of Work Done/Include Jobsite Address(es)
Replaced Flygt pumps at Lift Stations 3,4,6,7,8,13 and a spare that were over 25 years old and had leaks and severely worn.

<table>
<thead>
<tr>
<th>Contractor's Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whitney Equipment Co., Inc</td>
<td>206-963-0332</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>21222 30th Drive SE, Suite 110 Bothell, WA 98021</td>
</tr>
</tbody>
</table>

If Retainage is Bonded, List Surety's Name (or attach a copy)

Surety Agent's Address

<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>
<tbody>
<tr>
<td>7/24/2012</td>
<td>11/19/2012</td>
<td>11/21/2012</td>
<td>council action scheduled-1/22/13</td>
</tr>
</tbody>
</table>

| Contract Amount      | $113,994.55         |
| Additions (+)        | $50.10              |
| Reductions (-)       | $1,896.90           |
| **Sub-Total** $      | **112,147.75**      |

<table>
<thead>
<tr>
<th>Amount of Sales Tax Paid at</th>
<th>9.400%</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If various rates apply, please send a breakdown)</td>
<td>$10,541.88</td>
</tr>
</tbody>
</table>

**TOTAL** $122,689.63

<table>
<thead>
<tr>
<th>Liquidated Damages $</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Disbursed $</td>
<td>$</td>
</tr>
<tr>
<td>Amount Retained $</td>
<td>$</td>
</tr>
</tbody>
</table>

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

Please List all Subcontractors Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number</th>
<th>Affidavit ID (if known)</th>
</tr>
</thead>
</table>

Agenda Packet p. 149 of 172
Please List all Subcontractors Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name:</th>
<th>UBI Number:</th>
<th>Affidavit ID (if known):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
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</tbody>
</table>

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
NO 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.

Comments:
$xxx,xxx.xx of the contract paid is not subject to sales tax (pursuant to WAC 458-20-171).

Contact Name: Triss Weber  
Email Address: webert@ci.bonney-lake.wa.us  
Phone Number: 253-447-4320  
Title: Admin Specialist IV
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>Public Works / Marlyn Campbell</td>
<td>22 January 2013</td>
<td>AB13-11</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>Randy McKibbin</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Accept 97th Street E Sidewalk Improvements project with Jennings NW, 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 The 97th Street E Sidewalk Improvements Project With Jennings NW, LLC.

**Administrative Recommendation:**

**Background Summary:** Resolution 2201 dated April 24, 2012 awarded the construction contract to Jennings NW, LLC for the 97th Street E Sidewalk Improvements project. This project consisted of installing 1,100 linear feet of 8-inch PVC sanitary sewer main, 2,000 linear feet of 8-inch ductile iron water main; 1,275 linear feet of 12-inch CPEP storm main; 2,400 linear feet of curb and gutter, 900 square yards of existing pavement, and paving 1,500 tons of HMA along 208th Avenue East and 97th Street East.

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 7 photos of project, before (2), during (3) and after (2).

**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>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Budget Explanation:** Release of Retainage in the amount of $36,722.81

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development

- **Date:** 15 January 2013

**Approvals:**

- Chair/Councilmember: Randy McKibbin
- Councilmember: James Rackley
- Councilmember: Tom Watson

**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>APPROVALS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Director:</strong></td>
</tr>
<tr>
<td>Dan Grigsby</td>
</tr>
</tbody>
</table>

*Agenda Packet p. 154 of 172*
# PUBLIC WORKS - PROJECT COMPLETION REPORT

## Project Title:
97th Street East Sidewalk Improvements

### Project Financing Summary:

#### Project Revenue Sources:
- **Budget Authorized by City Council:** $1,626,000
- **City Fund Source(s):**
  - 273,000
  - 820,000
  - 453,000
  - 80,000
  - **Total:** 1,626,000

#### Project Expenditures:
- **Study:** N/A
- **Design:** $150,297
- **Total Construction Engineer's Estimate:** $981,370
- **Low Bid/Contract:** $767,037
- **Contingency - 10%:** $76,704
- **Field Engineering Services - 5%:** $38,352
- **Total Construction Actual:** $789,202

#### Total Project Budget Utilized:
- **Total Project Cost:** $939,499

### Actual Revenue Sources utilized for project:
- **Budget Authorized by City Council:** $1,626,000
- **Actual City Funds utilized:**
  - Streets - Neighborhood Sidewalk Improvements: 258,513
  - Water Fund - Leaky Main Loans: 438,207
  - Sewer Fund - Septic System Reduction Program: 171,648
  - Storm - Construction of Capital Assets: 71,131
  - **Total:** 939,499

### Actual Under Budget:
- **$92,891**
Planning

Comprehensive Facilities Plan Approved by City Council: N/A
Study Required: N/A
FY Funding in Budget: N/A
Study Contract NTP Date: N/A
Study Contract Completion Date: N/A

Planning Actual Total = $0

Design

Date RFP Issued N/A
Design Contract Award Date: 5/24/2011
Design Contract Completion Date: 4/1/2012
Design Consultant(s): Parametrix $150,297

Scope of Work Changes: 1
Change Order Summary: 1

Design Actual Total = $150,297

Construction

Date of Advertisement: 3/28/2012
Bid Opening Date: 4/11/2012
Engineer's Estimate: $981,370
Low Responsive/Responsible Bid: $767,037 $760,628
Contract Award Date: 4/24/2012
Contract Completion Date: 9/30/2012
Closeout Date: 1/22/2013

Scope of Work Changes: 1
Change Order Summary: 1
Swales, phones not moved, mismarked water, replaced valve cluster $12,580

Other Construction
hydrant meter $1,846
Water sampling testing $96
Soil Testing $1,984
Advertising $105
Field Engineering Services 11,963

Construction Actual Total = $789,202

Total Project Cost = $939,499

PW Infrastructure Addition(s):
See attached Bill of Sale form

Agenda Packet p. 156 of 172
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:

GRANTOR(S):

GRANTEE:

ABBREVIATED LEGAL DESCRIPTION:

ASSESSOR TAX PARCEL I.D. NUMBERS:

NAME OF PROJECT: 97th St Sidewalks

ADDRESS OF PROJECT:

PROJECT NUMBER:

LEGAL DESCRIPTION: Located here or on Exhibit A of this document

PERSONAL PROPERTY DESCRIPTION: Located here or on Exhibit B of this document

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__.
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Grantor (DEVELOPER) SIGNATURE:

By: ________________________________  By: ________________________________

Its: ________________________________  Its: ________________________________

STATE OF WASHINGTON  )
COUNTY OF PIERCE  )

On this ___ day of ___________, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ___________________________, of ___________________________, to me proven to be the individual described in and who executed the foregoing instrument for himself and acknowledged that he signed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed on behalf of said ___________________________, for uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

______________________________
Printed Name:

NOTARY PUBLIC in and for the State of Washington, residing at: ________________________________
My Commission Expires: ________________________________
Per the request of the City of Bonney Lake the following information is furnished concerning final costs for improvements installed and turned over to the City for the above referenced project.

### WATER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>Amount</th>
<th>Unit</th>
<th>Size</th>
<th>Type</th>
<th>Item</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>2092</td>
<td>L.F. of</td>
<td>8&quot;</td>
<td>Water Main</td>
<td>Water Main</td>
<td>$85,458.20</td>
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<tr>
<td></td>
<td>L.F. of</td>
<td></td>
<td></td>
<td>Water Main</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>L.F. of</td>
<td></td>
<td></td>
<td>Water Main</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>L.F. of</td>
<td></td>
<td></td>
<td>Water Main</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>EACH of</td>
<td>8&quot;</td>
<td>Gate Valves</td>
<td>Gate Valves</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>22</td>
<td>EACH of</td>
<td></td>
<td></td>
<td>Gate Valves</td>
<td>$33,968.00</td>
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<tr>
<td>4</td>
<td>EACH of</td>
<td></td>
<td></td>
<td>Fire Hydrant Assemblies</td>
<td>$15,548.00</td>
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</tbody>
</table>

Cost of Fire Hydrants must be listed separately
Includes Engineering and Sales Tax if applicable

**TOTAL COST FOR WATER SYSTEM**

$146,974.20

### SANITARY SEWER SYSTEM

<table>
<thead>
<tr>
<th>Amount</th>
<th>Unit</th>
<th>Size</th>
<th>Type</th>
<th>Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>785</td>
<td>L.F. of</td>
<td>6&quot;</td>
<td>PVC</td>
<td>Sewer Main</td>
<td>$16,167.50</td>
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<tr>
<td>1128</td>
<td>L.F. of</td>
<td>8&quot;</td>
<td>PVC</td>
<td>Sewer Main</td>
<td>$89,328.00</td>
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<tr>
<td></td>
<td>L.F. of</td>
<td></td>
<td></td>
<td>Sewer Main</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>EACH of</td>
<td>48&quot;</td>
<td>Type1</td>
<td>Diameter Manholes</td>
<td>$12,300.00</td>
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<tr>
<td></td>
<td>EACH of</td>
<td></td>
<td></td>
<td>Diameter Manholes</td>
<td>$</td>
</tr>
</tbody>
</table>

Includes Engineering and Sales Tax if applicable

**TOTAL COST FOR SANITARY SEWER SYSTEM**

$57,795.50
## EXHIBIT B – FINAL COST DATA AND INVENTORY

### Page 2 of 2

#### STORM DRAINAGE SYSTEM

<table>
<thead>
<tr>
<th>Amount</th>
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<th>Size</th>
<th>Type</th>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>171</td>
<td>L.F. of</td>
<td>8&quot;</td>
<td>DI</td>
<td>Storm Lines</td>
<td>$6,104.70</td>
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<tr>
<td>1,393</td>
<td>L.F. of</td>
<td>12&quot;</td>
<td>DI</td>
<td>Storm Lines</td>
<td>$11,046.00</td>
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<tr>
<td>14</td>
<td>EACH of</td>
<td>10&quot;</td>
<td>Polyethylene</td>
<td>Storm Inlet Outlet</td>
<td>$27,072.90</td>
</tr>
<tr>
<td></td>
<td>EACH of</td>
<td></td>
<td>Type</td>
<td>Storm Catch Basin</td>
<td>$13,510.00</td>
</tr>
</tbody>
</table>

Includes Engineering and Sales Tax if applicable

**TOTAL COST FOR STORM DRAINAGE SYSTEM** $57,997.60

#### STREET IMPROVEMENT

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curb, Gutter, Sidewalk</td>
<td>2,372</td>
<td>L.F. of</td>
<td>$36,717.40</td>
</tr>
<tr>
<td>Asphalt Pavement</td>
<td>1315.14</td>
<td>S.Y. of</td>
<td>$107,841.48</td>
</tr>
<tr>
<td>Sign Installation Complete</td>
<td></td>
<td>EACH</td>
<td>$138,558.88</td>
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</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)

<table>
<thead>
<tr>
<th>Number of Poles</th>
<th>$</th>
</tr>
</thead>
</table>

**Kimb Looper**

Print Signatory Name

---

Signature by authorized agent or owner of subject development

---

Agenda Packet p. 160 of 172  Page 5 of 5
NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 602672901  
Date: 1/8/2013

<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>

Notice is hereby given relative to the completion of contract or project described below

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Contract Number</th>
<th>Job Order Contracting</th>
</tr>
</thead>
<tbody>
<tr>
<td>97th Street E Sidewalk Improvements</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of Work Done/Include Jobsite Address(es)

The work consisted of installing 1,100 linear feet of 8-inch PVC sanitary sewer main, 2,000 linear feet of 8-inch ductile iron water main; 1,275 linear feet of 12-inch CPEP storm main; 2,400 linear feet of curb and gutter, 900 square yards of existing pavement, and paving 1,500 tons of HMA along 208th Avenue East and 97th Street East.

<table>
<thead>
<tr>
<th>Contractor's Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jennings NW, LLC</td>
<td>253-863-0464</td>
</tr>
</tbody>
</table>

Contractor Address

1105 140th Ave Ct E    Sumner, WA  98390

If Retainage is Bonded, List Surety's Name (or attach a copy)

Surety Agent's Address

Date Contract Awarded 4/24/2012  
Date Work Commenced 5/30/2012  
Date Work Completed 9/30/2012  
Date Work Accepted council action scheduled-1/22/13

Contract Amount $ 728,679.85  
Additions (+) $ 12,033.00  
Reductions (-) $ 6,256.56  
Sub-Total $ 734,456.29  
Amount of Sales Tax Paid at 9.400% $ 38,751.84  
Liquidated Damages $  
Amount Disbursed $ 736,485.32  
Amount Retained $ 36,722.81

TOTAL $ 773,208.13  
TOTAL $ 773,208.13

NOTE: These two totals must be equal

Please List all Subcontractors Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number</th>
<th>Affidavit ID (if known)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miles Resources LLC</td>
<td>602870349</td>
<td></td>
</tr>
<tr>
<td>Northwest Traffic Inc</td>
<td>602672901</td>
<td></td>
</tr>
<tr>
<td>Advanced Government Services Inc</td>
<td>602304323</td>
<td>415720</td>
</tr>
<tr>
<td>Ground Up Road Const Inc</td>
<td>602790246</td>
<td></td>
</tr>
<tr>
<td>Concrete Services Inc</td>
<td>601334103</td>
<td></td>
</tr>
<tr>
<td>Harlow Construction Co., Inc</td>
<td>601762618</td>
<td>430369</td>
</tr>
<tr>
<td>E S E Corporation</td>
<td>600254258</td>
<td></td>
</tr>
<tr>
<td>Corliss Resources Inc</td>
<td>602237779</td>
<td></td>
</tr>
</tbody>
</table>

Agenda Packet p. 161 of 172
**Please List all Subcontractors Below:**

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number</th>
<th>Affidavit ID (if known)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Comments:**

$322,202.63 of the contract paid is not subject to sales tax (pursuant to WAC 458-20-171).

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

**Note:** The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.

NO 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.
Before Construction
During Construction
City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact: Executive / Gary Leaf</th>
<th>Meeting/Workshop Date: 22 January 2013</th>
<th>Agenda Bill Number: AB13-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Item Type: Resolution</td>
<td>Ordinance/Resolution Number: 2271</td>
<td>Councilmember Sponsor:</td>
</tr>
</tbody>
</table>

**Agenda Subject:** JC Tenant Improvement Change Order

**Full Title/Motion:** A Motion Of The City Of The City Of Bonney Lake, Pierce County, Washington, Increasing The City Of Bonney Lake Justice Center Tenant Improvement Phase 2 Project Contract To Jb Construction Consulting, Inc. To Remedy Previous Defects.

**Administrative Recommendation:** Approve

**Background Summary:** The City has conducted numerous inspections and tests to determine heat loss and insect infiltration issues that have occurred in the Justice Center since its completion. It has been determined that the cause was failure to adequately install vapor wrap, sealant, and screens. This has led to an estimated $10,000/yr in additional heating costs due to heat loss, and an infiltration of flies and other insects which were able to penetrate the building because of missing or deficient wrap, sealant and screens. The fix is fairly expensive because the upper exterior wall panels around the entire building need to be removed and reinstalled to install the wrap, sealant and screens.

**Attachments:** Resolution and Attachment

**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></td>
<td></td>
<td>$57,133.28</td>
<td></td>
</tr>
</tbody>
</table>

**Budget Explanation:** This would come from fund 320 - General Govt. CIP

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
<thead>
<tr>
<th>Council Committee Review: Finance Committee</th>
<th>Approvals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: 22 January 2013</td>
<td>Chair/Councilmember: Dan Swatman</td>
</tr>
<tr>
<td></td>
<td>Councilmember: Mark Hamilton</td>
</tr>
<tr>
<td></td>
<td>Councilmember: Randy McKibbin</td>
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</tbody>
</table>

**Forward to:**

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

<table>
<thead>
<tr>
<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
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<td></td>
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**APPROVALS**

<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(if applicable):</td>
</tr>
</tbody>
</table>

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Version: Oct. 2010
RESOLUTION NO. 2271

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, INCREASING THE CITY OF BONNEY LAKE JUSTICE CENTER TENANT IMPROVEMENT PHASE 2 PROJECT CONTRACT TO JB CONSTRUCTION CONSULTING, INC. TO REMEDY PREVIOUS DEFECTS.

WHEREAS, on October 23, 2012 the City Council awarded by Resolution No. 2247 the City of Bonney Lake Justice Center Tenant Improvement Phase 2 Project to JB Construction Consulting, Inc. in the amount of the amount of $404,597.18 plus a 15% Construction Contingency of $59,219.63; and

WHEREAS, during the Phase II tenant improvement work certain construction defects and/or errors and omissions in the original core and shell construction have been determined which has lead to a heat loss and insect infiltration issue; and

WHEREAS, said defects need to be corrected and can be most efficiently and effected accomplished by the current TI contractor while still on site;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonney Lake that:

1. The Mayor is authorized to sign a change order in the amount of $57,133.28 with JB Construction Consulting, Inc. which includes state sales tax to accomplish the work included on Attachment “A”.

2. The amount of the contract to JB Construction is hereby increased to $461,730.46 plus the original 15% Construction Contingency of $59,219.63 for a total authorized construction cost not to exceed $520,950.09 without express Council approval.

3. The Mayor is hereby authorized to use all administrative and legal remedies available to pursue financial reimbursement for the errors and omissions of prime contractor MJ Takasaki during the construction of the original core and shell of the building.

PASSED and adopted by the City Council this 22nd day of January 2013.

__________________________
Neil Johnson, Jr. Mayor
ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
### JB Construction Consulting, Inc. Cost Breakdown

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Labor</th>
<th>Material</th>
<th>Sub</th>
<th>Labor</th>
<th>Material</th>
<th>Sub</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Remove &amp; Re-Install Panels</td>
<td>20</td>
<td>$1,120.00</td>
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<td>$22,400.00</td>
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<tr>
<td>Bug Screen &amp; Windows</td>
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<td>Traffic Control</td>
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<td>Small Tools</td>
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<td>Materials</td>
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<td>Fuel for Lift</td>
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<td>$1,000.00</td>
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<td><strong>SUBTOTALS</strong></td>
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<td>$31,360.00</td>
<td>$13,219.00</td>
<td>$1,000.00</td>
<td>$45,579.00</td>
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<tr>
<td>Overhead &amp; Profit</td>
<td>15%</td>
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<td>$6,836.85</td>
<td>$52,415.85</td>
<td>$4,717.43</td>
<td>$57,133.28</td>
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<td><strong>TOTALS</strong></td>
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<td>$57,133.28</td>
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