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 & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr.
   A. Flag Salute
   B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.
   C. Announcements, Appointments and Presentations:
      1. Announcements: None.
      2. Appointments: None.
      3. Presentations:
         a. Presentation: “Libraries 2012” – Pierce County Library Director Neel Parikh (15 minutes)
      b. Proclamation: Pierce County READS 2013.
   D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
   A. Public Hearings: None.
   B. Citizen Comments:
      You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the “Consent Agenda” should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.
   C. Correspondence

III. COUNCIL COMMITTEE REPORTS:
   A. Finance Committee
   B. Community Development Committee
   C. Public Safety Committee
   D. Other Reports
IV. CONSENT AGENDA:
The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

A. Approval of Corrected Minutes: March 5, 2013 Council Workshop and March 12, 2013 Council Meeting.

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #65751-65825 (including wire transfers #3012013, 10948863, 20130304, 2013030401, 2013031501, and 2013031601) in the amount of $564,512.87. Accounts Payable check/voucher #65826-65830 in the amount of $16,645.25 for AR deposit refunds. Accounts Payable checks/vouchers #65831-65840 in the amount of $2,186.95 for utility refunds. For a grand total of $583,345.07. VOIDS: Check #64872 – replaced with check #65804.

C. Approval of Payroll: Payroll for March 1st - 15th 2013 for checks #31002-31020 including Direct Deposits and Electronic Transfers in the amount of $416,711.45.


E. AB13-49 – Resolution 2294 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Designating And Appointing the City Clerk and/or City Administrator As Agents Of The City Of Bonney Lake To Receive Claims For Damages Under The Provisions of RCW 4.96.020.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:


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
Proclamation of the City of Bonney Lake

in recognition of Pierce County Library System and The News Tribune’s Pierce County READS, sponsored by KeyBank Foundation and Pierce County Library Foundation.

Whereas, Pierce County READS seeks to engage, involve, and connect people throughout Pierce County; and

Pierce County READS is the largest community reading event in the county, when people read an award-winning book, participate in free events, join with groups to discuss the book, and attend a free event to meet the nationally known, best-selling author on May 17th, 2013, at 7 p.m.; and

Whereas, Pierce County Library is offering this community-wide program in collaboration with numerous community partners.

Now therefore, be it resolved by the Bonney Lake City Council that March 18th through May 17th is proclaimed as:

Pierce County READS

PROCLAIMED this ________________.
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 5:34 p.m.

II. ROLL CALL:
Administrative Services Director/City Clerk Harwood Edvalson called the roll. Elected officials attending were Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Randy McKibbin, Councilmember Mark Hamilton, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, Councilmember Donn Lewis, 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, City Attorney Kathleen Haggard, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist II Renee Cameron.

III. AGENDA ITEMS:

A. Council Open Discussions:

Council Standing Committees. Councilmember Watson said there had been some discussion among the Councilmembers about changing the Standing Committee members and if that is something that would be considered. Councilmember McKibbin said he was of the understanding that this is an item for discussion at the Council Retreat. It was agreed to discuss this issue during the Council Retreat on March 30th.

Transit Survey. Councilmember Lewis said he knows that the City of Buckley is starting their discussion regarding transportation and he thinks the best thing for the different cities to do is to form their own transportation improvement plan for each cities’ needs, which could be linked later. Mayor Johnson said the cities need to figure out their best approach, whether it be with Bonney Lake and Sumner joining together, or something else. Right now all the cities are gathering their data and then will determine whether they will link with other cities for their proposals. He said no matter how the cities choose to proceed, their decision will have to go to a vote of the people for approval. Councilmember Lewis said he thinks the problem will continue where some smaller cities are in jeopardy of losing their public transportation. Mayor Johnson said there are 22 transit agencies in Western Washington which have no real linkage and he hopes that something can be done about linking these agencies together to assist transportation in all the areas. Councilmember Lewis asked if the City was at jeopardy of losing the Sounder bus route. Mayor Johnson said so far so good, and he thinks that since it is such a popular route that it should not be at risk of being terminated. Councilmember Watson thinks the riding demand between Buckley and Enumclaw is huge. City Administrator Morrison said about 100 people have completed the transit survey and he gave a breakdown of percentages he has received from the survey. Councilmember Rackley asked how the survey was worded. Mayor Johnson said it asked what people’s needs were, location, etc. He said the issue will not be fixed overnight and the cities need to keep gathering the necessary data to make a determination on how to proceed.

The February 19, 2013 Workshop, and February 26, 2013 Meeting minutes were forwarded to the March 12, 2013 Council Meeting for action, with minor corrections by Councilmembers Watson and Lewis.

C. Discussion: AB13-04 – Mandatory Refuse Collection Enforcement Issue.

Facilities and Special Projects Manager Gary Leaf introduced Manager Keith Kovalenko and Operation Manager Mark Gingrich from DM Disposal. Councilmember Hamilton said the issue of mandatory service was discussed at the Public Safety Committee on March 4th. The Committee did not have a solution to the problem of non-compliance residents, but there was a consensus to continue to work with the existing system in place. He said the Committee did not have a solution to the problem, but they did not support the City doing full time billing. He said the code and fines are already in effect, even though Council has chosen not to enforce fines at this time. Facilities and Special Projects Manager Leaf said if the City were to recreate a solid waste utility that a new rate study would have to be done and because of the month to monthly billing fluctuations the City would have to return $130,000 to the general fund from the solid waste utility that was dissolved 9 years ago, meaning there would be a significant budget impact to the general fund if the City was to resume billing.

Mayor Johnson asked for the current status of non-compliant residents, how this impacts the City, and whether DM Disposal has any solutions. Facilities and Special Projects Manager Leaf said the number of non-compliant customers when they first looked was approximately 500 residences, and it is now down to approximately 350. He said the majority of non-compliance customer are residents who have moved out and the homes were left vacant, and there were a small number of residences that qualified for the handicapped disability exemption. He thinks there are opportunities to get residents on the mandatory service without having to enforce fines or liens. He said there are exceptions for some, such as “snow birds” who are only part-time residents. This is an accommodation that DM Disposal can make with their customer(s).

Mr. Gingrich from DM Disposal said that they would love to get City residents to 100% compliance and they could do more outreach to the non-compliant customers to make them aware of the fines that can be levied.

Councilmember Rackley said the utility department staff follow up with water and sewer customers who are not paying their bills. He thinks the City and/or DM Disposal need to have someone follow up with these non-compliant residents. Mayor Johnson said it is a matter of how stern the Council wants to be in regards to the non-compliant customers, and whether they would in fact levy penalties. He asked how high of a priority this issue is for the Council.

Councilmember Lewis said if the City has a mandatory policy then it should be treated as mandatory, especially if it is a matter of public health. He expressed concern that if 3-4% are disregarded, then the City is not enforcing its code. He said it would be good to figure out the amount that is not collected, but budgeted. He said he knows for a fact that many new residents are not aware of the mandatory garbage service, so steps need to be taken to make sure residents are aware of the requirements. Mr. Gingrich suggested that the utility department provide additional information in their mailings about the mandatory garbage service. Councilmember Minton-Davis said that obviously residents are affected by not having water and/or sewer, but that isn’t an issue regarding garbage.
Mr. Gingrich said this isn’t just an issue in Bonney Lake, and that many cities are dealing with non-compliant residents. He said that is why they came to the workshop to bring awareness for the greater good for everybody in every city. Mayor Johnson said the City has a framework to work on the non-compliant customers and hopes to achieve 100% compliance.

Councilmember Watson said when property owners or tenants come in to sign up for utility service that they need to be provided the information regarding the mandatory garbage service.

Facilities and Special Projects Manager Leaf said that the minimum fee for a single dump service at the local transfer station is $25.00, so non-compliant customers who have contacted him stating they do their own dumping are not saving any money by using the transfer stations when monthly charges that allow for residential pickup once a week for a month is about the same amount, and then there would be no code violation or public health concern. Councilmember Hamilton said the Public Safety Committee will be reviewing this issue and plans to bring it back to Council to discuss the fine structure to be imposed on non-compliant customers.

Deputy Mayor Swatman asked City Attorney Haggard about the possibility of a fee for availability charges. City Attorney Haggard said that the availability fee is for water and sewer and the City cannot charge an availability fee for mandatory garbage service because the City does not collect on the garbage fees. Mayor Johnson said it would cost more in staff time to have staff every month track down and remind non-compliant residents and then fine them. He said he thinks a charge on their utility bill would be less onerous. Mayor Johnson said if the City is allowed to mandate service how can the City not charge a micro can service. City Attorney Haggard said that if the City takes over the billing then they have the right to charge a minimum service fee. Mayor Johnson said he would like to see DM Disposal charge all non-compliant residents the micro-can charge.

Mayor Johnson said the City will work with DM Disposal to minimize the non-compliance. Councilmember Hamilton said the City has in place an agreement with DM Disposal which can be renegotiated. He asked why the City is involved in trying to collect the fees as he believes it is DM Disposal’s job to seek compliance and collect the service fees from their customers. City Attorney Haggard said there is a public health concern that affects the City and that is why the City is involved. He believes it is an enforcement issue and he thinks DM Disposal needs to continue to work through the process to collect from their customers.

Councilmember Minton-Davis asked how many of the non-compliant homes are owner occupied, she said if there is not a way to track these then it needs to be reviewed.

City Administrator Morrison asked how many customers in the County are mandatory. DM Disposal said that the County is focusing on increasing recycling. They said the Prairie Ridge area has about 75-80% of the residents utilizing garbage service.

Mr. Kovalenko thanked the Council for their time and vowed to work with the City to increase compliance.

Mayor Johnson said the City will do the best they can to minimize the non-compliance and work with DM Disposal to accomplish that. This agenda item was for discussion purposes only, not action.
D. Discussion: AB13-26 – Resolution 2277 – Declaring Surplus Property, And Authorizing The Mayor To Sell Said Property As Established In BLMC Section 2.70.100.

City Administrator Morrison said this is a routine ministerial action to surplus City property enumerated in Exhibit A of the resolution, which was included in the agenda packet. He said the surplus property includes an old single wide trailer recently acquired in the downtown, and vehicles and Equipment Repair & Replacement (ERR) equipment scheduled to be replaced this year. He said some of the ERR equipment would not be officially taken out of commission until the new equipment was received and put into service. Another option to consider was that instead of surplusing the old Senior Center Van is to use it to transport inmates on probation. He spoke about the values that GSA believes they could get for many of the items. Councilmember McKibbin said he did not think the City should have to pay to have the mobile home that is included in Exhibit A removed from a City property. Resolution 2277 was forwarded to the March 12, 2013 Council meeting for action.

E. Discussion: AB13-38 – Evergreen Point Leaky Water Main Replacement Project.

Public Works Director Grigsby provided an additional document to the Council that was not included in the agenda packet regarding the Evergreen Point Leaky Water Main Replacement Project. He said that Public Works Operations & Maintenance staff has patched many sections of the Evergreen Point water main over the last number of years and they are now patching patches. He said in December 2011 a basement flooded due to a water leak in this area and the City received a claim for damages from the property owner. He said this project was designed in 2012 using Public Works Trust Fund (PWTF) money. Due to higher costs to replace the Ponderosa leaky water main, insufficient PWTF money remains to fully fund the Evergreen Point Project. He said this project will require approximately $384,000 of Water SDC funds combined with the remaining PWTF money. At the beginning of 2013, there was approximately $6.5 million available in the Water SDC fund balance. He said 6" and 4" steel pipes will be replaced with 8" ductile iron water pipe and old water meters will be replaced with new radio read meters and that this is the highest priority "shovel ready" water project.

He said staff previously came to Council in December 2012 for authorization to bid the Locust Avenue and 84th Avenue Extension Project, however, the bids came in too high so that project was put on hold. Councilmember Hamilton asked about the amount of funds in the PWTF and Director Grigsby provided an explanation and said that the City does not have to use water from Tacoma Water or SDC funds. Councilmember Lewis asked if there was a recommendation from the Community Development Committee and Councilmembers McKibbin and Rackley recommended approval. Mayor Johnson suggested that Council move the Evergreen Point Water Main Replacement Project forward and consider the Locust Avenue for the future “shovel ready” water project. Council consensus was to take the Locust Avenue project back to the Community Development Committee. The Evergreen Point project was forwarded to the March 12, 2013 Council meeting for action.

IV. Executive Session: Pursuant to RCW 42.30.140(4)(b), the Council entered a closed session with the Human Resources Manager at 6:50 p.m. to discuss labor negotiations for 15 minutes. At 7:07 the closed session was extended for 10 minutes. The Council returned to chambers at 7:14 p.m. No action was taken.
V. ADJOURNMENT:

At 7:14 p.m., Councilmember Rackley moved to adjourn the Council Workshop. Councilmember Watson seconded the motion.

Motion to adjourn approved 7-0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council for the March 5th Workshop:
- Public Works Director Dan Grigsby - Comments Re: Agenda Item III.E. AB13-38 Evergreen Point Leaky Water Main Replacement Project – City of Bonney Lake
CALL TO ORDER – Deputy Mayor Dan Swatman called the meeting to order at 7:04 p.m.

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

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

Staff members in attendance were City Administrator Don Morrison, Assistant Public Works Director Charlie Simpson, 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:


   Judge Ron Heslop administered the oaths of office to Police Sergeants Boyle and Hoag. Councilmembers congratulated the Sergeants. Police Chief Powers thanked the Council and said the department was able to promote from within to fill the sergeant positions after the assistant chief positions were filled. She thanked the Council for their support.

D. Agenda Modifications:

Councilmember Hamilton requested to add agenda item AB13-48 – Resolution 2293 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Rejecting Bids For The Fennel Creek Trail And 192nd Avenue Sidewalks Project Phase 2 And Authorizing A Rebid Of The Project Construction, to the agenda as Full Council Issues, Item A. Councilmember Lewis seconded the motion.

Councilmember Rackley noted that the City Administrator had provided copies of this item to the Council at the Meeting for consideration.
II.  PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A.  Public Hearings: None.

B.  Citizen Comments:

Merilee Hill-Anderson, Sumner School District, spoke on behalf of the S.T.A.R.R. program and Bonney Lake & Sumner Communities For Families (CFF). She invited all to attend the 20th Annual Community Summit on March 21, 2013 at Bonney Lake High School from 3:00 p.m. to 8:15 p.m. She said over the years thousands of kids have provided input and addressed their concerns through these forums. The group received a Pierce County Community Connections grant, which is being used to bring a guest speaker to talk about illicit drugs and community coalitions. She thanked the City for its support of these programs and encouraged them to attend the Summit. She also thanked organizations and businesses in Sumner and Bonney Lake for their financial support.

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, and Councilmember McKibbin was absent. The Committee reviewed its meeting notes, reviewed a proposed ordinance from the Public Safety Committee for changes to boat launch fees, and reviewed the State Auditor’s findings. The Committee also reviewed a draft accounts receivable policy and a proposed hiring policy ordinance. The Committee heard an update from Human Resources regarding hiring for several positions: probation officer, senior accountant, and temporary court clerk.

B.  Community Development Committee: Reporting for Committee Chair McKibbin, Councilmember Rackley said the committee met on Monday, March 11th.

C.  Public Safety Committee: Councilmember Hamilton said the committee met on March 4th and discussed mandatory garbage service; the Committee recommended the fines listed in the code be revised. City Prosecutor Maili Barber proposed an amendment to the Chapter 9 of the Municipal Code which is on the current agenda for consideration (AB13-44). He said a citizen spoke about traffic congestion issues at the Allan Yorke Park boat launch. Police Chief Powers described plans to help mitigate traffic issues on busy summer days. The Committee also discussed the boat launch fee schedule and recommended the City provide an annual launch card for those outside the city limits.

D.  Other Reports:

Community Leaders Breakfast: Councilmember Rackley said he and Mayor Johnson attended a Community Leaders breakfast at the School District the previous week. He said Councilmembers are invited to meet the new Sumner School District Superintendent on Thursday, March 14th at the School District offices.
Community Updates: Councilmember Watson said he and Special Events Coordinator David Wells attended the Communities for Families (CFF) meeting on March 7th. The group discussed CFF’s upcoming Community Summit on March 21st and the Bonney Lake Lions Club’s ‘Death by Chocolate’ fundraiser on March 23rd. The group also got updates on the Drug-Free Communities group, Project Homeless Connect, and the Youth Forums. He said the meeting was well-attended once again.

Park Board: Councilmember Watson said he attended the Park Board meeting on March 11th. The Board discussed the Allan Yorke Park / Dike 13 project, which is underway and looks very nice so far. They discussed issues with bids for the Safe Routes Trail project, which may cause a delay. The Board suggested the City place its electronic reader board along major roads before each election to remind people to vote. The Board also discussed parking fees and limiting boat launches to maximize use at Allan Yorke Park.

IV. CONSENT AGENDA:

A. Approval of Minutes: February 19, 2013 Workshop and February 26, 2013 Meeting.

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #65669-65725 including wire transfer #20130215 (voiding checks #65705, 65706, and 65707 due to multiple page remittances) in the amount of $280,171.63. Accounts Payable check/voucher #65726 in the amount of $32.00 for an AR deposit refund. Accounts Payable checks/vouchers #65727-65738 in the amount of $2,637.66 for utility refunds. Accounts Payable checks/vouchers #65739-65750 in the amount of $96,550.42. For a grand total of $379,391.71. VOIDS: Check #64663 – replaced with check #65556; Check #64768 – replaced with check #65497; Check #65175 – paid in error; Check #65400; Check #65138 – replaced with check #65524; Check #65250 – replaced with check #65749; Check #64977 – replaced with check #65549.

C. Approval of Payroll: Payroll for February 16-28th 2013 for checks #30980 - 31001 including Direct Deposits and Electronic Transfers in the amount of $ 628,791.69.


E. AB13-26 – Resolution 2277 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring Surplus Property, And Authorizing The Mayor To Sell Said Property Pursuant To BLMC Section 2.70.100. Moved to Full Council Issues, Item B.


G. AB13-38 – Resolution 2289 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Call For Bids For The Replacement Of Water Main In Evergreen Point.

Deputy Mayor Swatman asked that Item E. be moved to Full Council Issues, Item B.
Councilmember Rackley moved to approve the Consent Agenda as amended.
Councilmember Lewis seconded the motion.

Consent Agenda approved as amended 6 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

A. **AB13-48 – Resolution 2293** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Rejecting Bids For The Fennel Creek Trail And 192nd Avenue Sidewalks Project Phase 2 And Authorizing A Rebid Of The Project Construction. Added to agenda during Agenda Modifications.

Councilmember Lewis moved to approve Resolution 2293. Councilmember Rackley seconded the motion.

Councilmember Watson asked why staff didn’t catch the errors before the bids were sent to the State for review. City Administrator Morrison said staff review all bid materials after bids are opened publicly. In this case, the bidders failed to complete the bid forms correctly and when the State reviewed the bids, it responded that these bids had to be rejected.

Councilmember Minton-Davis said she initially had concerns about rejecting the bids, but she spoke to the City Attorney and learned that WSDOT had given its blessing to re-bid the project. Councilmember Rackley noted that federal funds were being used for the project and asked whether the City would do its own project accounting. Facilities & Special Projects Manager Gary Leaf, who was in attendance, said the City will use in-house staff for all financial paperwork.

Resolution 2293 approved 6 – 0.

B. **AB13-26 – Resolution 2277** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring Surplus Property, And Authorizing The Mayor To Sell Said Property Pursuant To BLMC Section 2.70.100. Moved from Consent Agenda Issues, Item E.

Councilmember Lewis moved to approve Resolution 2277. Councilmember Rackley seconded the motion.

Deputy Mayor Swatman said a concern was raised whether the old Senior Center bus should be surplussed or refurbished. Assistant Public Works Director Simpson said the old bus was replaced early due to expensive repairs needed, including to the wheelchair lift. He said the City had good reasons to purchase a new bus. He said in recent years his
department has worked to eliminate ‘ghost fleet’ vehicles that are not in use or are not worth keeping in the fleet.

Councilmember Rackley said the old van needed too many repairs to make it worth keeping. Councilmember Lewis said he has experience working with this type of vehicle when working at a Veterans Affairs Home in Orting. They found that it was more cost-effective to rent a van temporarily if one of the vans was out of service, rather than keeping an old vehicle around too long.

Resolution 2277 approved 6 – 0.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT:

At 7:30 p.m., Councilmember Rackley moved to adjourn the Council Meeting.
Councilmember Watson seconded the motion.

Motion to adjourn approved 6 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the March 12, 2013 Meeting:
- City Administrator Don Morrison – AB13-48 – Resolution 2293 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Rejecting Bids For The Fennel Creek Trail And 192nd Avenue Sidewalks Project Phase 2 And Authorizing A Rebid Of The Project Construction – City of Bonney Lake.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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<td>Resolution</td>
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**Agenda Subject:** Award contract to Accu-Comm for services to complete a radio system survey of the sewer and water communications for the City's SCADA system.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Accu Comm Inc. To Complete A Radio System Survey Of The City's Water And Sewer Scada System.

**Administrative Recommendation:** Approve

**Background Summary:** In 2012, the City contracted RH-2 to complete a system wide upgrade analysis of the city's SCADA system. In support of completing a communications upgrade analysis, RH-2 has recommended a radio system survey at all the city's lift station and water sites in determining the efficiency of the radio communications and give recommendations for a proposed network grid of the said sites.

**Attachments:** Resolution 2287, Contract, Area Map

### BUDGET INFORMATION

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**Budget Explanation:**
401.018.034.594.34.65.01 - SCADA Telemetry Upgrade - Water CIP $240,000
402.018.035.594.00.65.01 - SCADA Telemetry Upgrade - Sewer CIP $225,000
Revenue - Water and Sewer SDCs

### COMMITTEE, BOARD & COMMISSION REVIEW

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<td>Katrina Minton-Davis</td>
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Forward to: March 26, 2013 Regular Council
Consent Agenda: ☒ Yes ☐ No

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

Workshop Date(s):
Meeting Date(s): March 26, 2013
Public Hearing Date(s):
Tabled to Date:

### APPROVALS

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<th>Mayor: Neil Johnson Jr.</th>
<th>Date Reviewed by City Attorney:</th>
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*Agenda Packet p. 17 of 44*
RESOLUTION NO. 2287

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH ACCU-COMM, INC. TO COMPLETE A RADIO SYSTEM SURVEY OF THE CITY’S WATER AND SEWER INFRASTRUCTURE COMMUNICATION SYSTEM.

WHEREAS, the City has identified the current operation of the City’s System Control and Data Acquisition (SCADA) system for both the water and sewer infrastructure is handled with outdated controls and unreliable communications equipment; and

WHEREAS, the City Council adopted the SCADA Upgrade Project in both the Water CIP funding and the Sewer CIP funding as part of the 2013 budget; and

WHEREAS, the City has contracted RH-2 Consultants to complete a SCADA system upgrade analysis; and

WHEREAS, RH-2 has recommended a radio system survey of the water and sewer infrastructures communication systems as part of the upgrade analysis.

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

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Accu-Comm Inc. in the amount of $21,706.05 which includes tax.

PASSED BY THE CITY COUNCIL this 26th day of March, 2013.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

______________________________
Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of March, 2013, by and between the City of Bonney Lake ("City") and ___ ("Contractor").

The parties hereby agree as follows:

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

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

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

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

The Contractor and its sub Contractors shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit
is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Contractor receives final payment.

4. **Changes in Work.** The Contractor shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

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

6. **Employment.** Any and all employees of Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Contractor's or Contractor's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Contractor's employees, while so engaged, shall be the sole obligation and responsibility of the Contractor, except as provided in Section 12 of this Agreement. The Contractor's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Contractor agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The Contractor shall include a provision substantially the same as this section in any and all contracts with sub Contractors performing work required of the contractor under this contract. The Contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the Contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Contractor understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Contractor shall be barred from performing any services for the
City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

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

Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**Insurance**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the Contractor’s profession.

**B. Minimum Amounts of Insurance**
Contractor shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C. **Other Insurance Provisions**

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

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

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

D. **Acceptability of Insurers**

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

E. **Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

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

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party’s right to demand strict performance of that or any other provision of this Agreement any time thereafter.

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

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

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

CITY OF BONNEY LAKE

By: ____________________________
   Neil Johnson Jr., Mayor

CONTRACTOR

By: ____________________________
   [Signature]
   Michael J. Bingham, President

Attachments:
Exhibit A: Scope of Work/Deliverables/Fee
Exhibit B: Rates
EXHIBIT A
Scope of Work and Fee Estimate
Accu Comm, Inc.
City of Bonney Lake
SCADA System Radio Survey
March 2013

Scope of Services

The City of Bonney Lake is currently designing an upgraded radio network system for their wastewater lift stations. The system will consist of 23 lift station facilities that will communicate over a 450Mhz radio network. An existing licensed radio network currently exists that will need to keep running during any transition to a new network. The City is also interested in a radio survey for their water system. This system has never used licensed radio for communications and is a possible primary or backup communication option to replace the existing obsolete bridged phone circuits. Due to the priority and security of this system, it will consist of a separate radio network. A new radio survey is required to identify the specific equipment and communication methodology for the new radio network. These radio surveys are required to identify the specific equipment and communication methodology for the new radio networks.

Provided by Accu-Comm, Inc.:

Phase 1: Wastewater Radio Survey

1. Complete a computerized radio survey of the city wastewater lift stations. This radio survey will identify the following:
   a. Locations for new 450Mhz radio repeater locations.
   b. Radio paths for existing lift station facilities.
   c. Elevation changes or Antenna modifications for existing lift station facilities.
   d. Existing FCC license changes.

2. Provide an itemized list of radio communications equipment with estimated pricing. The Cal-Amp Viper SC licensed radio will be the base radio for each site with antennas systems designed for each location. The radio survey will help identify where the radio and antenna equipment should be located and how they should be enclosed and powered.

3. Create and submit the proper documentation to the FCC for any modifications to the existing radio licenses for Wastewater system.

4. Complete an on-site radio survey to confirm design assumptions identified during computerized radio survey.

Phase 2: Water Radio Survey

1. Complete a computerized radio survey of the city water facilities. This radio survey will identify the following:
   a. Locations for new 450Mhz radio repeater locations.
b. Radio paths for existing water facilities.

c. New FCC licensing.

2. Provide an itemized list of radio communications equipment with estimated pricing. The Cal-Amp Viper SC licensed radio will be the base radio for each site with antennas systems designed for each location. The radio survey will help identify where the radio and antenna equipment should be located and how they should be enclosed and powered.

3. Create and submit the proper application(s) documentation to the FCC and designated coordinator for approval to secure a new license for Water to operate upon should the City decide to ask for said license.

4. Complete an on-site radio survey to confirm design assumptions identified during computerized radio survey.

Assumptions:

- RH2 Engineering, Inc., (RH2) and the City of Bonney Lake (Owner) will provide information regarding possible locations of radio equipment, including initial locations and elevations.

- RH2 and Owner will require prior approval of final radio design and components.

- Owner will provide Accu-Comm, Inc. with existing FCC radio license frequency information. These will be used to help identify possible new frequencies that do not conflict with existing frequencies.

- Owner and/or RH2 will provide staff to help Accu-Comm, Inc. with on-site radio surveys.

- The fee estimate included shall be for the design and FCC license applications and/or changes. A contract amendment with Accu-Comm, Inc. may be negotiated if additional fees are required for final FCC licensing.

Project Schedule

Initial radio survey should begin as soon as possible to help complete the lift station upgrade design. Final radio survey should be completed by June 30th, 2013, at the latest. FCC license application(s), should the City decide to ask for said license, submittal should be completed no later than June 30th, 2013. Note: This date can only represent submittal of applications to the proper coordinator and FCC, actual approval of said applications and subsequent granting of license is subject to FCC rules, regulations, and time constraints.
Fee for Services

Accu-Comm, Inc. shall provide the radio survey’s and FCC licensing services identified above by June 30th, 2013.

Phase 1: Wastewater Radio Survey

- The fee for RF Study services shall be on a time and expense basis, not to exceed $10,141.00, without prior written authorization of the Owner.
- FCC fees including ACCU-COMM, INC. Coordinator, and FCC shall be on a time and expense basis, not to exceed $1000.00, without prior written authorization of the Owner.

Phase 2: Water Radio Survey

- The fee for RF Study services shall be on a time and expense basis, not to exceed $7700.00, without prior written authorization of the Owner.
- FCC fees including ACCU-COMM, INC., Coordinator, and FCC shall be on a time and expense basis, not to exceed $1000.00, without prior written authorization of the Owner.
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<th>Description</th>
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<th>Total Labor</th>
<th>FCC (Estimated)</th>
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<td>1.1 Run rough paths, determine system topology, run propagation predictions, verify problem path outcomes, list equipment recommendations by site, compile comprehensive report</td>
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Sewer Lift Station
and
Water Pump Sites

November 14, 2012
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<tr>
<th>Department/Staff Contact: Admin Srvcs / Edvalson</th>
<th>Meeting/Workshop Date: 26 March 2013</th>
<th>Agenda Bill Number: AB13-49</th>
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<tbody>
<tr>
<td>Agenda Item Type: Resolution</td>
<td>Ordinance/Resolution Number: 2294</td>
<td>Councilmember Sponsor:</td>
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**Agenda Subject:** Updating the Address for the Agents of Record for Claims Filed with the City.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing the City Clerk and/or City Administrator as Agents of the City of Bonney Lake to Receive Claims for Damages Under the Provisions of RCW 4.96.020.

**Administrative Recommendation:** Approve.

**Background Summary:** In 2007, the Council took action to designate the City Clerk and City Administrator as the City's designated agents to receive claims for damages under the provisions of RCW 4.96.020. Notice was filed with the County Auditor as required by law. The street address for both of these officers has now changed to the Justice & Municipal Center. It is recommended the Council approve the accompanying resolution which will be filed with the County Auditor to update the street address for in-person delivery. The City Council discussed the proposed ordinance at their workshop meeting on 03/19/13.

**Attachments:** none

**BUDGET INFORMATION**

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<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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**Budget Explanation:** No budget impact to this action.

**COMMITTEE, BOARD & COMMISSION REVIEW**

- **Council Committee Review:**
  - Date: 
  - Approvals: Yes No
  - Chair/Councilmember: □ □
  - Councilmember: □ □
  - Councilmember: □ □
  - Forward to: Consent Agenda: □ Yes □ No

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

**COUNCIL ACTION**

- **Workshop Date(s):** 3/19/2013
- **Meeting Date(s):** 3/26/2013
- **Public Hearing Date(s):**
- **Tabled to Date:**

**APPROVALS**

- **Director:** HTE
- **Mayor:** NHJ
- **Date Reviewed by City Attorney:** (if applicable):
RESOLUTION NO. 2294

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

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

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

   City Clerk and/or City Administrator
   City of Bonney Lake
   9002 Main Street East. (street address)
   P. O. Box 7380 (mailing address)
   Bonney Lake, WA 98391

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

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

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

PASSED by the City Council this 26th day of March, 2013.

______________________________
Neil Johnson Jr., Mayor

ATTEST: APPROVED AS TO FORM:

______________________________
Harwood T. Edvalson, MMC, City Clerk

______________________________
Kathleen Haggard, City Attorney
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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<th>Department/Staff Contact: Community Development/ John P. Vodopich, AICP</th>
<th>Meeting/Workshop Date: March 26, 2013</th>
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<td>Ordinance/Resolution Number: D-13-32</td>
<td>Councilmember Sponsor: McKibbin</td>
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**Agenda Subject:** Ordinance Related To Temporary Private Sewer Connections


**Administrative Recommendation:**

**Background Summary:** On December 11, 2012 the City Council passed Ordinance 1446 which amended the section of the municipal code which addresses connection to the public sewer system. At that meeting, concern was expressed that this Ordinance did not go far enough to allow for the expansion of existing septic systems or the installation of new septic systems. For consideration are proposed revisions to that Ordinance which would allow for new and expanded septic systems.

**Attachments:** Draft Ordinance, Eastown Sewer Map and proposed standard agreement to connect

### BUDGET INFORMATION

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**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<td>Councilmember James Rackley X</td>
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<td>Councilmember Katrina Minton-Davis X</td>
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<td>Forward to: Consent Agenda: □ Yes X No</td>
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**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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**APPROVALS**

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<th>Director: John P. Vodopich, AICP</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney: February 26, 2013</th>
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<td>(if applicable):</td>
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*Agenda Packet p. 35 of 44*
ORDINANCE NO D13-32


WHEREAS, the Bonney Lake City Council wishes to amend the municipal code to clarify the circumstances under which property owners can install private wastewater disposal systems, or maintain existing systems, and when property owners shall be required to connect to the public sewer system.

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

Section 1: Article III of Chapter 13.12 of the Bonney Lake Municipal Code shall be re-titled from “Private Wastewater Disposal” to “Sewer Connections Mandatory.”


Section 3: A new Section 13.12.130 of the Bonney Lake Municipal Code is hereby enacted to read as follows:

Section 13.12.130 – Sewer connections mandatory.

A. Sewer connections mandatory. All new development must connect to the public sewer system unless an exception or special provision in this Section has been met.

B. Exception for single-family residential and duplex. Where a public sanitary sewer is over 250 feet from a lot of record (as measured along centerline of right-of-way or easement from end of sewer main to intersection of right-of-way centerline and extension of the nearest property line), a private wastewater disposal system may be installed in conjunction with the construction of an individual single-family home or duplex if the Tacoma-Pierce County Health Department has issued a permit for the private wastewater disposal system.

C. Limits on use of private waste-water disposal systems. Where a private waste-water disposal system pre-dates the enactment of this Section or has been permitted pursuant to this subsection B of this Section, the private waste-water disposal system may be used so long as it is functioning properly, provided that:
1. When a public sewer main has been installed within 250 feet of the property line, the property must connect to the public sewer at the time of sale or substantial improvement as defined in BLMC 16.20.030; and

2. When a public sewer main has been installed within 250 feet of the property line, the property must connect to the public sewer if the private wastewater disposal system fails or requires replacement.

3. If a property is not connected to the public sewer at the time a connection is required under this Section, the City shall levy penalties in an amount equivalent to such charges that would be levied if said property were connected, pursuant to RCW 35.67.190.

D. Special Conditions for Eastown Zoning District. Properties within the Eastown Zoning District may continue to use existing private waste-water disposal systems for existing or changed uses, and may install new private waste-water disposal systems in conjunction with changes of use or new construction. The Tacoma-Pierce County Health Department must issue a permit for all private wastewater disposal systems. Applicants for development approvals or permits, including but not limited to site plan approvals, building permits, tenant improvements, and certificates of occupancy shall, at the time of permitting, execute an agreement with the City containing the following provisions:

1. A covenant, which shall run with the land and bind future owners of the property, to connect to public sewer service within one year of when sewer service becomes available. For purposes of this Section, sewer service is available when an active public sewer main reaches the property line or is within 250 feet of the property line;

2. An agreement that system development charges and related charges, latecomer fees, and monthly sewer fees shall be due at the time public sewer service becomes available, and that unpaid charges will become a lien on the property;

3. An agreement to install public sewer infrastructure required by then current Bonney Lake Municipal Code, including dry lines located in a public sewer easement, at the time of temporary septic system construction;

4. An agreement that if future construction increases the sewer capacity required by the property, additional system development charges shall be paid.

5. A requirement to decommission the private wastewater disposal system at the time of sewer connection.
Section 4. This Ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

PASSED by the City Council and approved by the Mayor this _____ day of ____________, 2013.

__________________________________________
Neil Johnson, Mayor

ATTEST:

_____________________
Harwood Edvalson
City Clerk

APPROVED AS TO FORM:

_____________________
Kathleen Haggard
City Attorney

Passed:
Valid:
Published:
Effective Date:
AGREEMENT TO CONNECT TO PUBLIC SEWER

WHEREAS, Bonney Lake Municipal Code § 13.12.130 allows an owner of commercial property to utilize a temporary private wastewater disposal system when public sewer is not available, if certain conditions are met; and

WHEREAS, Grantor has applied for approvals to develop Grantor’s commercial property, and public sewer is not available to the property as availability is defined in BLMC § 13.12.130; and

WHEREAS, the Code requires any property owner applying for development approvals, who desires to continue utilizing an existing private wastewater disposal system on the property or to install a new private wastewater disposal system, to execute an agreement with the City to connect to the public sewer system within twelve (12) months of when public sewer becomes available; and

WHEREAS, pursuant to RCW 35.67.190, the City has authority to require all properties to connect to the public sanitary sewer system, and may impose financial penalties for failure to connect in amounts equivalent to charges that would be incurred if the property were connected; and

WHEREAS, it is of vital public importance to ensure timely connections to public sewer service, in order to safeguard the environment and build the City’s sewer rate base, thereby keeping utility rates affordable and stable.

NOW, THEREFORE, the Property Owner (“Grantor”) hereby agrees as follows:

1. In exchange for the City’s granting of development approvals, Grantor agrees to make all connections to the public sewer system that shall be required under City codes and regulations. Such connection(s) shall be made at Grantor’s sole expense within
twelve (12) months of receipt of written notification that a public sewer main is available to the property.

2. The twelve month compliance period shall begin to run when the City provides the Grantor with written notification of the requirement to connect (hereinafter “Notice of Availability”). The Notice of Availability shall be recorded against the Property in the records of the Pierce County Auditor.

3. As a condition of approval for the current development permits, Grantor shall install public sewer infrastructure, including dry lines, across the frontage of the property in compliance with all city standards. Each end of the sewer line, at the property line, shall terminate in a sewer manhole. The City shall review and approve the pipe location, slope, and elevations at each end of the pipe. This frontage may be within a public road, private road, or sewer easement. Grantor shall execute a developer extension agreement with the City, on such form as is acceptable to the City, prior to making the extension. If Grantor is required to or wishes to extend the sewer main across adjacent property not owned by Grantor in order to connect to the public sewer, the City shall, upon request, execute a latecomer agreement with Grantor pursuant to Chapter 35.91 RCW. The Grantor shall be responsible for acquiring any easement crossing other private properties for which the City does not already have an easement or right of way.

4. Connections to the public sewer main shall comply with all City Code and public works standards.

5. Within sixty (60) days of connecting the property to the public sewer, Grantor shall, at its sole effort and expense, decommission the private waste-water disposal system in accordance with all applicable laws and regulations of the Tacoma Pierce County Health Department.

6. Grantor shall pay sewer System Development Charges (SDCs) and related connection charges at the rates in effect at the time the connection is made.

7. In the event a connection is not made within twelve (12) months of written notice of availability, the City shall assess applicable SDCs, latecomer fees, and related charges against the property at the rates in effect at that time. Grantor shall pay the SDCs and related charges within sixty (60) days of receiving an invoice from the City. Grantor shall commence paying the current monthly sewer availability charge and consumption charge (8 CCF) starting at time of connection or twelve months after written notice of public sewer system availability, whichever comes first. Failure to pay within sixty (60) days of receiving an invoice from the City will give rise to a lien on the property under RCW 35.67.200.
8. Additional changes in use of the property subsequent to connection or assessment under Section 5 of this Agreement, when such change(s) result in an increase in equivalent residential units, shall require payment of the incremental increase in the SDC paid and the SDC due.

9. Grantor may at any time prior to the effective date of the requirement to connect apply for a hardship extension for a period of time not to exceed twelve (12) months. The Mayor or designee may grant the hardship extension in its sole discretion for good cause shown, provided that the Grantor shall be charged the applicable monthly sewer availability charge during the period of extension.

10. This Agreement shall run with the land and bind Grantor and all subsequent and successor owners of the Property. Wherever the term “Grantor” appears in this Agreement, it shall be interpreted to include the Grantor and successor property owners.

GRANTOR:

XXXXXXXXXX and XXXXXXXXXXXXXXX

By: _____________________________
Name:
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 [property owner or authorized agent], who the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said [property owner or authorized agent] for the uses and purposes therein mentioned, and on oath stated that the signatory 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: ____________

Agenda Packet p. 43 of 44