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: None.

D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:
   Citizens are encouraged to attend and participate at all Council Meetings. You may address the Mayor and City Council on matters of City business, or over which the City has authority, for up to 5 minutes. Sign-up is not required. When recognized by the Mayor, please state your name and address for the official record. Designated representatives recognized by the chair who are speaking on behalf of a group may have a total of 10 minutes to speak. Each citizen is allowed to speak only once during Citizen Comments.

C. Correspondence

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee

B. Community Development Committee

C. Economic Development Committee

D. Public Safety Committee

E. 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 #69341-69386 in the amount of $242,462.69. Accounts Payable checks/vouchers #69387-69419 (including wire transfer’s #20140811, and 2014080801) in the amount of $42,871.93. Accounts Payable checks/vouchers #69420-69426 in the amount of $10,719.92 for Bonney Lake Days vendors. Accounts Payable checks/vouchers #69427-69430 (including wire transfer #13838804) in the amount of $83,355.72.

C. Approval of Payroll: Payroll for August 1st-15th 2014 for checks #31931-31952 including Direct Deposits & Electronic Transfers is $488,599.41.


V. FINANCE COMMITTEE ISSUES:

A. AB14-111 – Resolution 2406 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Renewed Agreement For Access To County GIS Systems With Pierce County.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

A. AB14-106 – Resolution 2397 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Road Mitigation Agreement With Nash Cascadia Verde LLC (“Nash”) For The SR410 And Veterans Memorial Drive Intersection Improvement Project.

VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES:

IX. FULL COUNCIL ISSUES: None.

X. 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.

XI. 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
CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 5:33 p.m.

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, and Councilmember Jim Rackley. Councilmember Watson was absent.

Deputy Mayor Swatman moved to excuse Councilmember Watson. Councilmember Lewis seconded the motion

Motion approved 6 -0.

Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Chief of Police Dana Powers, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Associate Planner Ryan Harriman, Facilities and Special Projects Manager Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Administrative Specialist II Renee Cameron.

AGENDA ITEMS:

A. Discussion: AB14-70 – Ordinance D14-70 – Expanding the Park Board section of the BLMC and developing a Park Commission Work Plan.

City Administrator Don Morrison said a limited number of the Park Board Commission members met has met and reviewed the Park Commission Board Plan. Councilmember Lewis addressed some of the confusions with the different City Commissions being advisory. City Administrator Morrison said in 2.20.010 establishes that they are an advisory commission. Change it to read, “Support City related park events.” Facilities and Special Projects Manager Gary Leaf addressed some minor corrections and changes. This item was forwarded to the July 22, 2014 Meeting for action.

B. Council Open Discussion.

Sign Board/Banners Advertisement: Councilmember Lewis said he would like Council to consider erecting a sign board next spring to allow advertisement for local businesses. He said the current sign board is intended for non-profit, civil
organizations, and official City events. City Administrator Morrison advised that WSDOT has regulations as to what is allowed. Councilmember Minton-Davis asked about any specific requests for a street banner along a City street. Mayor Johnson spoke about different flags and banner options that may become available. Councilmember Lewis said in discussing Main Street’s use, he would like Council to start considering a possible Christmas parade to the tree lighting ceremony. Councilmember Hamilton said he would like to see the City provide an annual 4th of July fireworks display too. Mayor Johnson spoke regarding an annual 4th of July celebration and the needs to have sponsors, and would like to have it include some vendors and booths at the park, as well as a possible boat parade.

Arts Commission Interviews/Appointments: Councilmember Minton-Davis said interviews have been being conducted and she wanted to know how Council felt about increasing the number of Commissioners from 7 to 9. There was discussion and Council consensus was to increase the Arts Commission membership to appoint nine Commissioners, however, only 8 applicants have been selected to date. Council agreed to modify the current resolution at the next Council meeting to modify the Commission to 9 commissioners. City Administrator Morrison noted that most of the applicants were visual artists and he would like to see more applicants from the performing arts.

Bonney Lake Food Bank Tour: Deputy Mayor Swatman stated that on July 29th at 4:00 p.m. a small tour will be conducted of the Bonney Lake Food - Bread for Life, located at 18409 Veterans Memorial Drive E, Bonney Lake.

August 12, 2014 Absence: Councilmember Hamilton advised he will be absent from the August 12th Council Meeting.

July 22, 2014 Finance Committee/Special Committee of the Whole Meeting: Deputy Mayor Swatman said a Special Finance Committee Meeting/Committee of the Whole will be held on July 22nd at 9002 Main Street E, in Council Chambers at 5:00 p.m. and 6:00 p.m. He advised that there will be demonstrations for the Open Gov software demo, Socrata software demo, and the Citizen Transparency module which is available through Tyler Technologies.


The minutes were forwarded to the July 22, 2014 Meeting for action, with minor corrections.

D. Discussion: AB14-96 – Salary Commission Appointments.

Mayor Johnson summarized the agenda bill and his memorandum as contained in the agenda packet regarding the Salary Commission for their review of the Council’s current stipend for the City’s elected officials. City Administrator Morrison said a Salary Commission is intended to take the politics out of the review. There was discussion amongst the Council, Mayor Johnson and City Administrator Morrison,
and the Councilmembers discussed their concerns and issues with the appointment of a salary commission. Councilmember consensus was to have the Council's current stipend reviewed by the Commission. It was agreed that two separate ordinances would be presented for review at the July 22, 2014 Meeting for Council consideration.

E. Walking Tour of Renwood Apartments.

Mayor Johnson, Deputy Mayor Swatman and Councilmembers Hamilton, Lewis, McKibbin and Minton-Davis as well as members of the staff walked to the Renwood Development at the corner of 90th St E and 188th Ave. E. A representative of the development gave those assembled a tour of the new apartment complex. He said there are a total of 186 apartments. They anticipate occupancy of the first buildings in December of 2014, with final completion of the project in April-May 2015. No action was taken, as this item was for informational purposes only.

F. Discussion: Financial Model Update and Budget Projection Discussion.

This item was tabled to the July 22, 2014 Meeting.

IV. EXECUTIVE SESSION: None.

V. ADJOURNMENT:

At 7:11 p.m., Councilmember Lewis moved to adjourn the Council Workshop. Councilmember McKibbin seconded the motion.

Motion to adjourn approved 6 - 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the July 15, 2014 Workshop:
- City Administrator Don Morrison - Park Commission Feedback E-mail dated July 15, 2014.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.
CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 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 Haigh.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

Mayor Johnson noted that several of the new Arts Commissioners were in attendance and asked the Council to consider taking action on the motion confirming their appointment as the first item on the agenda.

Councilmember Rackley moved to amend the agenda to move motion AB14-102 under Appointments, Item a. Councilmember Watson seconded the motion.

Motion approved 7 – 0.

Mayor Johnson asked the Council to consider making a motion to replace proposed Ordinance D14-100, Full Council Issues, Item D., with a substitute draft Ordinance D14-100, which was provided to the Councilmembers at the meeting.

Councilmember Watson moved to amend the agenda to consider substitute Ordinance D14-100. Deputy Mayor Swatman seconded the motion.

Motion to consider substitute Ordinance D14-100 approved 5 – 2.

Councilmembers McKibbin and Rackley voted no.

a. AB14-101 – A Motion Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor’s Appointment Of Arts Advisory
Councilmember Lewis moved to approve AB14-101, a motion to confirm the Mayor’s Arts Commission appointments. Councilmember Watson seconded the motion.

Councilmembers congratulated and thanked the new commissioners. Mayor Johnson welcomed the new members and said he is excited to see what the new commission will accomplish.

Motion approved 7 – 0.

3. Presentations: None.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Chris Crew, 525 W Elma Hicklin Rd, McCleary, spoke as an attorney representing his client (Saranjit Singh Bassi, 4Ever Healing, LLC). He presented the Council and City Attorney with a claim and legal complaint. He spoke about recreational marijuana retail sales laws and tax revenues. He referred to previous Council meetings where he has spoken to the Council but he has received no feedback, and addressed specific parts of the legal complaint.

Dan Decker, 20401 70th St E, Bonney Lake, spoke in favor of the proposed salary commission ordinance and said he supports raising Councilmember salaries.

Fred Jacobsen, 9100 189th Ave Ct E, Bonney Lake, spoke representing the Greater Bonney Lake Historical Society (GBLHS). He encouraged people to join the GBLHS and provided the application.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee: Deputy Mayor Swatman said the Committee met as the Committee as a Whole at 5:00 p.m. earlier in the evening and heard presentations from two vendors for financial data sharing websites, and discussed personnel updates and other items.

B. Community Development Committee: Councilmember Lewis said the committee met on July 15, 2014 and forwarded one item to the current agenda as a Consent Agenda Issue. Economic Development Committee: Councilmember Minton-Davis said the Committee has not met since the last Council Meeting.
C. **Public Safety Committee:** Councilmember Watson said the Committee has not met since the last Council Meeting.

D. **Other Reports:**

Pierce County Regional Council: Councilmember Hamilton said he attended the PCRC meeting on July 17, 2014. He said Bonney Lake has been awarded $638,000 in funds towards the Veterans Memorial Drive & SR 410 intersection project. He said Public Works Director Grigsby and Engineer Doug Budzynski were largely responsible, and they did a lot of work to make this happen. He said the City of University Place deferred a project which also allowed Bonney Lake’s project to receive this funding. Public Works Director Grigsby said the full intersection improvements project costs are over $5 million, a portion of which is being paid by mitigation for the Tehaleh community project. This funding will cover some of the $1.4 million remaining to fund the project. He said staff are moving forward with design, have acquired right of way, and plan to advertise the project in March 2015. City Administrator Morrison noted that the savings for this project would return to the street capital improvement fund.

Councilmember Hamilton said the PCRC reviewed Pierce County’s new Buildable Lands Report, which shows the City of Bonney Lake needs 2,200 additional units.

IV. **CONSENT AGENDA:**

A. **Approval of Minutes:** July 1, 2014 Workshop Minutes and July 8, 2014 Meeting Minutes.

B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #69036-69066 (including wire transfer # 2014070101) in the amount of $230,724.54. Accounts Payable checks/vouchers #69067 in the amount of $125.49 for Accounts Receivable refunds. Accounts Payable checks/vouchers #69068-69082 in the amount of $1,275.84 for Utility refunds. Accounts Payable checks/vouchers #69083-69118 in the amount of $229,109.10.

C. **AB14-97 – Resolution 2402** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract Amendment No. 2 To Resolution 2286, Awarding The Professional Services Agreement For The Design SR 410 Sidewalk Improvements From Angeline Bridge To 192nd Avenue East Project To Shea, Carr, Jewell Alliance.

D. **AB14-93** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Out Of State Travel For The City’s Financial Operations Supervisor To Attend A Government Finance Officers Association (GFOA) Training Class Titled “Budget Training Academy”.

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

**Consent Agenda approved 7 – 0.**
V. FINANCE COMMITTEE ISSUES:
   A. **AB14-90** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Supporting The Award By The City Of Sumner Of The Construction Management Services Contract For The Wastewater Treatment Facility (WWTF) Expansion To Gray & Osborne, Inc.

   **Deputy Mayor Swatman moved to approve motion AB14-90. Councilmember Lewis seconded the motion.**

   Deputy Mayor Swatman noted that the Finance Committee was unable to review this item at its meeting, and asked staff for additional information. PW Director Grigsby said the complexity and size of the $12 million construction project for the Sumner treatment plant is beyond the capability of either city to manage by themselves. The cities requested and received qualifications from four companies and selected Gray & Osborne. Sumner plans to award the construction contract for this project soon; the Bonney Lake Council has already reviewed and supported this award.

   City Administrator Morrison noted that although this is a City of Sumner contract, the City of Bonney Lake is paying a substantial portion and therefore is able to provide input on the contract awards.

   **Motion AB14-90 approved 7 – 0.**

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES:

   **Councilmember Watson moved to approve Ordinance 1486. Councilmember Lewis seconded the motion.**

   Councilmember Watson said this revision will help the City save money, as when appeals come up the sitting Municipal Judge can handle them.

   **Ordinance 1486 approved 7 – 0.**

IX. FULL COUNCIL ISSUES:

   **Councilmember Watson moved to approve Ordinance 1485. Deputy Mayor Swatman seconded the motion.**
City Administrator Morrison said amendments were made based on input provided at the Council Workshop.

Ordinance 1485 approved 7 – 0.

B. **AB14-102 – Resolution 2403** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Resolution 2356 To Increase The Number Of Members Of The Arts Advisory Commission.

Councilmember Lewis moved to approve Resolution 2403. Councilmember Watson seconded the motion.

Councilmember Minton-Davis thanked the Council for considering the amendment, as the City received many strong applications for commissioners, including student members. City Administrator Morrison said one position remains available and will probably be filled by existing applicants.

Resolution 2403 approved 7 – 0.


D. **AB14-100 – Substitute Ordinance D14-100** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Repealing Chapter 2.68 Of The Bonney Lake Municipal Code, Ordinance No. 629, And Ordinance No. 1014 §§ 2-6, And Amending Ordinance No. 802 Relating To The Compensation Of The Mayor And Council Members.

Councilmember Watson moved to approve Ordinance D14-100. Deputy Mayor Swatman seconded the motion.

City Attorney Haggard explained the substitute ordinance amendments, including language about the effective date, and adding a section to repeal BLMC chapter 2.68. She said repealing this section would be necessary to remove salary-setting authority from the Commission and returning it to the Council, so the proposed ordinance would dissolve and repeal the salary commission.

Councilmember Rackley asked how actions taken by the Salary Commission could be amended by the Council if need be. The City Attorney said a citizen referendum is one option, or the Council could remove authority from the Salary Commission by ordinance and amend salaries, but it would not be effective until the next Council terms began.

Deputy Mayor Swatman said this has been a contentious issue and he worked with the Mayor and City Administrator to develop this revised ordinance as a compromise. He said the Council has not gotten a raise for many years, and although he is not interested in an increase personally, he proposes the Council repeal the Salary Commission, set the salary at a particular level, and be done with the issue. He cautioned that whatever the Salary Commission selects for salaries will go into place and will impact the budget.
Councilmember Rackley said it will take some time for the salary commission to make any decision and it has already been 15 years since the last increase; he said action is long overdue. He said the Commission would allow citizens to make a determination and place a value on Councilmember services.

Councilmember Watson said he was not aware Councilmembers received a paycheck when he ran for election. He spoke in favor of the current ordinance and said salaries need to be reviewed periodically. He expressed concern that a Salary Commission will drastically increase salaries all at once, instead of implementing incremental increases over a period of several years.

Ordinance D14-100 failed 3 – 4. Councilmember Lewis, McKibbin, Minton-Davis and Rackley voted no.

E. AB14-96 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor’s Appointments of Jennifer Ferrell, Douglas Collins, And Steve Riggs To The Salary Commission.

Councilmember Rackley moved to approve Motion AB14-96. Councilmember Minton-Davis seconded the motion.

Councilmember Hamilton said he opposes the Salary Commission, as it defers decision-making for this budget issue to a citizen commission instead of the Council. He said the issue is political and if Councilmembers think the position is underpaid they should discuss it and take action. Deputy Mayor Swatman agreed and noted that the applicants provided no information on their qualifications or interest on their applications. He said raising council salaries will take funds from elsewhere in the budget. Councilmember Watson also said it is wrong for the Council to give this decision authority to a commission instead of making a decision itself, especially given how closely the Council has been monitoring the budget.

Councilmember Lewis spoke in favor of the Salary Commission. He said the Commission was put in place years ago but should have been repealed if the Council did not intend to use it. He said other cities have salary commissions and the City should use it for what it was created for. Mayor Johnson said he will make a recommendation to the Salary Commission to consider adopting the salaries proposed by the City Administrator.

Councilmember Watson said he opposes a big increase in Council salaries all at once to ‘make up’ for 15 years without an increase. He spoke in favor of incremental raises.

Councilmember Minton-Davis agreed that the Salary Commission should be used; she also spoke in favor of incremental salary increases. She questioned whether councilmembers are valued for their service, and whether citizens will consider running for office given the small salary for the amount of time devoted to the position. She said Bonney Lake is the 5th largest city in Pierce County and Council salaries do not measure up. She said the Salary Commission should be appointed and kept in place in the future.

Councilmember Hamilton said the ordinance was never used and should not be revived simply because it is on the books. Deputy Mayor Swatman said it is easier to determine a reasonable salary for the Mayor based on his time, than it is for Councilmembers. He said there is no correlation between city size and councilmember pay in Washington. He said
he hopes a Salary Commission will accept the Mayor’s recommendations.

Motion AB14-96 approved 4 – 3.
Deputy Mayor Swatman and Councilmembers Hamilton and Watson voted no.

F. Presentation: Financial Model Update and Budget Projection Discussion.

City Administrator Morrison said staff recently finished closing the books and providing last-minute revisions to this presentation. He provided a brief synopsis of the current budget status and projections for the 2013-2014 biennial budget and beyond. He noted that the sales tax projection has been reduced 9% based on revenue categories that are under historical averages. He outlined departments that are projected to be at or under budget, and those that are projected to exceed budget allocations.

City Administrator Morrison noted that the City has seen a drastic increase in credit card payments, and staff anticipate that the budgeted funds for credit card service fees will be exceeded. He suggested the Finance Committee investigate options for accepting payments by credit card and how to cover the costs for service fees.

Councilmembers discussed specific questions about departmental budgets and revenue sources. City Administrator Morrison said additional information and various options are outlined in his memo. Mayor Johnson suggested Councilmembers spend time reviewing these items and continue discussions at the next Council Workshop.

X. EXECUTIVE SESSION: None.

XI. ADJOURNMENT:

At 8:11 p.m., Councilmember Rackley 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 July 22, 2014 Meeting:
- City Administrator Don Morrison, City of Bonney Lake – Substitute Ordinance No. D14-100.
- City Administrator Don Morrison, City of Bonney Lake – Budget Status Report and 2015-2016 Biennial Forecast.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.
Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 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 Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson. Councilmember Mark Hamilton was absent. Councilmember Rackley moved to excuse Councilmember Hamilton’s absence. Deputy Mayor Swatman seconded the motion.

Motion approved 6 – 0.

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

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:
   a. AB14-105 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor’s Appointment Of Cherie Gibson As Chief Financial Officer.

   Councilmember Watson moved to approve motion AB14-105. Councilmember Rackley seconded the motion.

   Mayor Johnson said there was a long process to search for the new CFO, and many staff were involved in the interviews. He said Cherie Gibson is a great candidate to step in after CFO Al Juarez retires. Ms. Gibson spoke to the Council, and said she looks forward to serving in Bonney Lake.

   Motion approved 6 – 0.

3. Presentations:
   a. Proclamation: Chief For A Day – Kelahna Miller.
Mayor Johnson read the proclamation aloud and presented it to Kelahna Miller. Chief Powers gave her a badge and introduced Records Clerk Jaime Amsbaugh, who has worked on the Chief for a Day events. Ms. Amsbaugh explained the program and activities the Police Department has worked on to support Kelahna and her family.

b. **Presentation:** East Pierce Fire & Rescue Foundation – Teresa McCallion.

Ms. McCallion, President of the EPFR Foundation, presented Councilmembers with information about the Foundation and its programs. She said the Foundation was formed by citizens to support EPFR’s public education and prevention programs, which were cut during the recession. She described their programs including free smoke alarms, citizen CPR education, and the Sentimental Journey program for hospice patients. She encouraged the Council to learn more about the Foundation on their website at [www.eastpiercefirefoundation.org](http://www.eastpiercefirefoundation.org).

D. **Agenda Modifications:**

The City Attorney provided a proposed Substitute Resolution 2408 for the Council to consider, with revised language for clarification. City Attorney Haggard explained the original proposed language did not specifically give the Mayor authority to sign the attached agreement, which is the intent of the resolution.

**Deputy Mayor Swatman moved to consider Substitute Resolution 2408 as provided by the City Attorney for Finance Committee Issues, Item B. Councilmember Rackley seconded the motion.**

**Motion approved 6 – 0.**

II. **PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**

A. **Public Hearings:** None.

B. **Citizen Comments:**

Jerry Thorsen, East Pierce Fire & Rescue, said the dockside property numbering system for emergency responders is new, but has already been used by a stranded boater on Lake Tapps. He thanked the Police Department for their partnership in this effort. He spoke about the Fire District levy, which received 55% approval but did not pass with the required 60%. He said they submitted a revised levy which will be on the November ballot, and without this levy the District will have a 14% budget shortfall. He reported that a firefighter suffered a sprained ankle fighting a house fire between Bonney Lake and Buckley earlier in the day. Mayor Johnson said the Fire Department offers valuable and important programs for the community, such as SwimSafe.

Lillian McGinnis, 11002 203rd Ave E, Bonney Lake, thanked the Council for their support to citizens with events, including Beautify Bonney Lake and the Milotte Wildlife Film Festival. She also thanked Councilmembers for their time spent in Committee and Council Meetings, and their work in the community.
C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee/Committee of the Whole: Deputy Mayor Swatman said the Committee met at 5:30 p.m. earlier in the evening as a Committee of the Whole and discussed and forwarded a proposed contract for GIS services to a future agenda, and discussed two items which are on the current agenda as Finance Committee Issues. The Committee also reviewed meeting notes and discussed credit card fees.

B. Community Development Committee: Councilmember Lewis said the committee has not met since the last Council Meeting.

C. Economic Development Committee: Councilmember Minton-Davis said the Committee discussed the International Council of Shopping Centers (ICSC) Conference which some of the members attended, where they learned what retailers are looking for in opening businesses.

D. Public Safety Committee: Councilmember Watson said the committee has not met since the last Council Meeting.

E. Other Reports:

Chief Financial Officer’s Retirement: Mayor Johnson said this is CFO Al Juarez’s last Council meeting. He thanked Mr. Juarez for his work over the years to put systems and processes in place that support the City, and which helped reestablished the city’s AA+ bond rating. CFO Juarez thanked the Council and Mayor.

IV. CONSENT AGENDA:

A. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #69119 in the amount of $7,417.06.
Accounts Payable checks/vouchers #69120-69169 (including wire transfer’s #13661914, 20140707, 20140708, and 20140715) in the amount of $868,160.06.
Accounts Payable checks/vouchers #69170-69204 in the amount of $3,372.27 for Utility refunds.
Accounts Payable checks/vouchers #69205-69208 in the amount of $2,400.00 for summer entertainment vendors.
Accounts Payable checks/vouchers #69209-69255 (including wire transfer #’s 7162014, and 716201401) in the amount of $112,620.73.
Accounts Payable wire transfer #2014071701 in the amount of $49,164.19 for p-card purchases.
Accounts Payable checks/vouchers #69256-69304 (including wire transfer #’s 20140701, 20140702, 20140703, 20140704, 20140705, 20140724, and 20140725) in the amount of $210,718.72.
Accounts Payable check/voucher #69305 in the amount of $468.13 for an Accounts Receivable refund.
Accounts Payable checks/vouchers #69306-69340 in the amount of $3,781.29 for Utility refunds.
VOIDS: #69186 – replaced with check #69313.
B. **Approval of Payroll:** Payroll for July 1st–15th, 2014 for checks #31878-31902 including Direct Deposits and Electronic Transfers is $485,899.18. Payroll for July 16th-31st, 2014 for checks #31903-31930 including Direct Deposits and Electronic Transfers is $699,194.40.

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

**Consent Agenda approved 6 – 0.**

V. **FINANCE COMMITTEE ISSUES:**

A. **AB14-112 – Resolution 2407** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With KPG Engineering For Services For The 100% Design Of The 186th Corridor Improvements Project.

Councilmember Lewis moved to approve Resolution 2407. Councilmember Watson seconded the motion.

Deputy Mayor Swatman said the Committee of the Whole discussed this item earlier in the evening. He said the Council supports full design and requested that Public Works staff request a change order to also provide design for the portion from 186th St E to Veterans Memorial Drive East, so the full costs are outlined. Councilmember Watson spoke in support of the proposed resolution, because as the area develops there will be more traffic in the area and the project is needed. Councilmember Lewis also spoke in favor of the project, and noted that Councilmember Hamilton, who was not in attendance, originally pushed the Council to set aside funds to design this corridor. Councilmember Rackley said an initial Council concern was how the project would be funded, but it appears this issue has been worked out.

**Resolution 2407 approved 6 – 0.**


Councilmember Watson moved to approve Resolution 2408. Councilmember Lewis seconded the motion.

Deputy Mayor Swatman spoke in favor of the proposed agreement, noting it makes sense to underground utilities at the same time as other improvements are being made.

**Resolution 2408 approved 6 – 0.**

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

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

IX.  **FULL COUNCIL ISSUES:**


   *Councilmember Watson moved to approve Resolution 2405. Councilmember Lewis seconded the motion.*

   Mayor Johnson said this agreement will provide a prosecuting attorney for the City while Prosecutor Maili Barber is on maternity leave. Human Resources Manager Jenna Richardson described the interview process and Ms. Wood’s experience.

   **Resolution 2405 approved 6 – 0.**

X.  **EXECUTIVE SESSION:** None.

XI.  **ADJOURNMENT:**

   At 7:42 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.

   **Motion to adjourn approved 6 – 0.**

---

Harwood Edvalson, MMC  
City Clerk

Neil Johnson, Jr.  
Mayor

Items presented to Council at the August 12, 2014 Meeting:


Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
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**Agenda Subject:**  WORK IN THE PUBLIC RIGHT OF WAY OUTSIDE THE CITY LIMITS

**Full Title/Motion:**  An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Assigning Responsibility For Funding Rights-Of-Way Permits Outside The City Limits.

**Administrative Recommendation:**  Recommend Approval

**Background Summary:**  Work on the City water and sewer lines in the Rights-of-Way (ROW) outside the city limits of Bonney Lake requires a ROW permit from either Pierce County or the City of Auburn. In accordance with the water and sewer franchise agreements, as the franchisee, the City must apply for these ROW permits and pay the appropriate permit fees. The accumulated cost of these permit fees can exceed several thousand dollars a year from developers connecting to the City of Bonney Lake water and sewer systems. Pierce County has not increased their ROW permit fees since 2004 and is in the process of doing so. Because the City of Bonney Lake no longer has a Utility in Good Standing certification from Pierce County, it is expected that the Pierce County ROW permit fees will increase. The combination of these two events will increase significantly the City's cost to acquire ROW permits in the future. To ensure development pays for development costs, contractors connecting new commercial and residential developments to the City water system outside the City limits would pay the actual cost of the ROW permits. The City would pay all ROW permit fees for CIP projects and when repairs are required to the water and sewer systems outside the City.

**Attachments:**  Ordinance D14-109

### BUDGET INFORMATION

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**Budget Explanation:**

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:**

- **Date:** 19 August 2014
- **Approvals:**
  - Chair/Councilmember: DAN SWATMAN
  - Councilmember: RANDY MCKIBBIN
  - Councilmember: JIM RACKLEY

**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:**

*Version Oct. 2010*

Agenda Packet p. 23 of 74
ORDINANCE NO. D14-109

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADDING A NEW SUBSECTION 12.08.020(E) TO THE BONNEY LAKE MUNICIPAL CODE, RELATING TO PERMIT FEES FOR WORK IN THE PUBLIC RIGHT OF WAY OUTSIDE THE CITY LIMITS.

WHEREAS, work on the City water and sewer lines in the Rights-of-Way (ROW) outside the city limits of Bonney Lake requires a ROW permit from either Pierce County or the City of Auburn; and

WHEREAS, in accordance with the water and sewer franchise agreements the City, as the franchisee, must apply for all ROW permits and pay the appropriate permit fees; and

WHEREAS, the accumulated cost of these permit fees can exceed several thousand dollars a year from developers connecting to the City of Bonney Lake water and sewer systems; and

WHEREAS, under RCW 82.02.020, the City is entitled to recoup its costs expended in handling applications for development approvals.

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

Section 1. Section 12.08.020 of the Bonney Lake Municipal Code, is hereby amended to read as follows:

Where permits are required by this chapter the basic fees for said permit shall be $100 plus an additional amount, to cover inspection costs, calculated as follows:

A. For each street crossing excavation, $1.00 per square foot of patch. Patch must extend 12 inches beyond the extent of trench. Permits for street crossings may only be issued where other methods have been tried and have been unsuccessful, or are deemed to be unsuitable by the public works director. Should such a permit be issued on-site inspection may be required during the backfilling and restoration process.

B. Permits for a push or boring will not require an additional fee. Permits for a push or boring will not require on-site inspection provided the excavation for the pit is at least five feet from the edge of pavement. Conversion of a permit from a push to an open cut will require submittal of an
amended permit application, however the public works director may allow construction to proceed pending receipt of an amended permit application.

C. For any longitudinal excavation outside the pavement section, $0.25 per lineal foot of trench. Longitudinal trenches outside the pavement and within two feet of the edge of pavement are allowed only by variance. Longitudinal trenches within two feet of the edge of pavement will require overlay of one-half of the street for the length of the close trench and 10 feet beyond on each end.

D. Longitudinal trenches within the pavement will be charged on the basis of $1.00 per square foot of patch. Patches are measured 12 inches beyond the extent of the trench. Overlay of one-half the road width will be required.

E. Right-of-Way (ROW) permit fees charged by Pierce County and the City of Auburn for work on the City of Bonney Lake’s water or sewer systems within the County or Auburn rights-of-way, which are paid for by the City as the franchisee prior to start of construction, shall be charged to the developer. Commercial and residential developments connecting to the City utility systems shall pre-pay the ROW fee to the City of Bonney Lake prior to issuance of any permit for construction in the ROW. Should the permit fees increase during construction, the developer shall pay the City the difference within 30-days of notification of the permit fee increase.

Section 2. This Ordinance shall take effect and be in force thirty (30) days from and after its passage, approval and publication as required by law.

PASSED by the City Council and approved by the Mayor this 26th day of August, 2014.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk, MMC

APPROVED AS TO FORM:

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

City Council Agenda Bill (AB)

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<td>Ordinance/Resolution Number: 2411</td>
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**Agenda Subject:** Authorize Agreement with KPG for the Church Lake Road Culvert Environmental Permits

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Agreement With KPG For The Church Lake Road Culvert Environmental Permits.

**Administrative Recommendation:**

**Background Summary:** The main culvert under Church Lake Road is in a condition of failure. This conduit conveys all of the headwaters from Lake Bonney and Lake Debra Jane to Fennel Creek. The city has received the 30% design submittal and we are ready to move forward with the environmental permitting phase of the Church Lake Culvert project. We are bringing on a firm (Widener) to assemble and organize all necessary environmental and project information to complete a Joint Aquatic Resource Permit Application (JARPA). They will also coordinate the approval of the permits the USACE and WDFW for the Section 404 Permitting (discharge of dredged or fill material into waters of the State) and Hydraulic Project Approval (HPA) permit.

They will also complete the appropriate SEPA documentation including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11).

**Attachments:** Resolution, PSA, Vicinity Map

**BUDGET INFORMATION**

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**Budget Explanation:** 415.077.038.594.38.63.03 Storm Drains- Church Lake Rd Culvert Replacement

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<td>James Rackley</td>
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<td>Councilmember</td>
<td>Randy McKibbin</td>
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| Forward to: Consent Agenda: Yes No |
|------------------------------------|--------------------------|
| Yes                                | No                       |

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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<td>Dan Grigsby, P. E.</td>
<td>Neil Johnson Jr.</td>
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*Version Oct. 2010*
RESOLUTION NO. 2411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KPG ENGINEERING FOR ENVIRONMENTAL PERMITTING FOR THE CHURCH LAKE ROAD CULVERT REPLACEMENT PROJECT.

WHEREAS, the City Council adopted the 2013-14 budget; and

WHEREAS, the Public Works Maintenance Staff has identified a failing culvert under Church Lake Road that serves the basin of the main tributary to Fennel Creek from with the City; and

WHEREAS, the Public Works Engineering staff has reviewed the 30% design effort from KPG Engineering and is ready to pursue the next phase of the project which is the environmental permitting process; and

WHEREAS, KPG Engineering has submitted a scope of work to accomplish the environmental permitting phase for the Church Lake Road Culvert Replacement Project in the amount of $10,276;

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 KPG Engineering.

PASSED BY THE CITY COUNCIL this 26th day of August, 2014.

______________________________
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 ______________________, 2013, by and between the City of Bonney Lake ("City") and __KPG, Inc.__________ ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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 Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

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

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

4. **Professional Liability** insurance appropriate to the Consultant's profession.
B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: Neil Johnson Jr., Mayor

By: Terry Wright, Principal

Attachments:
Exhibit A: Scope of Work - Corridor Improvements, Date August 5th, 2014
Exhibit B: Rates: Corridor Improvements, Date August 5th, 2014
Task 1 – JARPA

Widener will assemble and organize all necessary environmental and project information to complete a JARPA. The Consultation shall also coordinate the approval of the permits the USACE and WDFW.

Anticipated permits include the following,
1. 404
2. HPA

Permit applications shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant Widener shall also provide a draft transmittal letter for submittal of the application by the CITY. Draft applications, including supporting information, shall be submitted to the CITY for review and comment. Revised permit applications shall be provided to the CITY for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permits.

Deliverables
1. Three copies of the draft JARPA will be provided for comment
2. Three copies of the final JARPA along with supporting documentation will be provided incorporating County comments.

Task 2 – SEPA

The Consultant shall complete appropriate SEPA documentation including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The Consultant will coordinate with the City of Bonnie Lake to address comments on the SEPA Checklist and provide support for the SEPA process.

Deliverable(s)
• SEPA Checklist
### Exhibit B
Environmental Permitting
Cost Estimate

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**TOTAL ESTIMATED COST**

$10,276.00

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*Rate* refers to the hourly rate for each position.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<td>Community Development/John P. Vodopich, AICP</td>
<td>August 26, 2014</td>
<td>AB14-111</td>
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<th>Ordinance/Resolution Number:</th>
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</thead>
<tbody>
<tr>
<td>Motion</td>
<td>2406</td>
<td>Dan Swatman</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Renewed Network Services Agreement with Pierce County for Access to County GIS Systems

**Full Title/Motion:** A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Renewed Contract with Pierce County for Access to County GIS Systems.

**Administrative Recommendation:** Approve

**Background Summary:** The City last approved a five-year contract with Pierce County for access to the County GIS System in March 2009 (Resolution 1916). That contract expired on December 31, 2013 and the County has provide a renewed, open ended contract effective July 1, 2014. The annual cost to the City of $33,775 has remained unchanged since 2010 and will not increase in 2015.

**Attachments:** Resolution 2406 & Network Services Agreement Contract #92489

**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:**

**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>Finance Committee</td>
<td>Chair/Councilmember</td>
<td>Dan Swatman</td>
<td>X</td>
</tr>
<tr>
<td>Date: August 12, 2014</td>
<td>Councilmember</td>
<td>Donn Lewis</td>
<td>X</td>
</tr>
<tr>
<td>Councilmember</td>
<td>Councilmember</td>
<td>Katrina Minton-Davis</td>
<td>X</td>
</tr>
</tbody>
</table>

Forward to: Consent Agenda: □ Yes X No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s): Public Hearing Date(s):
Meeting Date(s): Tabled to Date:

**APPROVALS**

<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
</tr>
</thead>
<tbody>
<tr>
<td>JPV</td>
<td></td>
<td>(if applicable):</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A RENEWED AGREEMENT FOR ACCESS TO COUNTY GIS SYSTEMS WITH PIERCE COUNTY.

WHEREAS, the current contract with Pierce County for access to County GIS systems (Resolution 1916) expired on December 31, 2013; and

WHEREAS, the County has provided a renewed contract commencing July 1, 2014; and

WHEREAS, the City is desirous of continuing to utilize the County GIS systems;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Network Services Agreement with Pierce County for Access to County Systems.

PASSED by the City Council this ___ day of ________, 2014.

________________________________
Neil Johnson Jr., Mayor

ATTEST:

________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

________________________________
Kathleen Haggard, City Attorney
PIERCE COUNTY
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT
CONTRACT # 92489
FOR ACCESS TO COUNTY SYSTEMS

City of Bonney Lake, hereinafter called Requestor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including:

(Agreement), pp. 1 to 4,
Exhibit A (Scope of Services), pp. A1 to A2,
Exhibit B (Security Access Agreement), pp. B1,
Exhibit C (Disclaimers), pp. C1, and
Exhibit D (Special Provisions), pp. D1

Copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2014, and shall, unless terminated or renewed with a 30 day notice, continue open ended.

This Agreement will be binding upon the Requestor, officers, agents and employees. The person(s) executing this Agreement on behalf of the Requestor are fully authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this __________ day of ____________, 2014.

REQUESTOR:

Name
________________________
Signature
________________________
Title of Signatory
________________________
Address:
________________________
________________________
Mailing Address:
________________________
________________________
Contact: ___________________
Phone: ___________________
Email: ___________________

PIERCE COUNTY:

Deputy Prosecuting Attorney Date
(Approved as to form only)

Recommended:

Budget and Finance Date

Approved:

Department Director Date
(less than $250,000)
Or

Pierce County Executive Date
($250,000 or more)
AGREEMENT FOR ONLINE ACCES TO COUNTY INFORMATION SYSTEMS

The terms of this Agreement will remain in full force and effect from the commencement date noted above open ended, unless either party provides the other with a 30 day notice of termination. The parties, in consideration of the terms and conditions described below, agree as follows:

SCOPE OF SERVICE

The County agrees to provide the services described in Exhibit A, referred to as Service, according to the terms of this Agreement. Requestor agrees to provide access to and use of the Service under this Agreement.

FEE FOR SERVICE

Requestor agrees to pay for the Services in accordance with the rates or charges set forth in Exhibit A(s). The County will notify the Requestor 30 days in advance, in writing, of annual service rate changes. The County will bill the Requestor with terms of net cash, payable within thirty (30) days after the invoice date. Requestor shall pay all applicable taxes related to use of the Service by Requestor. Non-payment for Services shall result in the termination of the Services.

CONDITIONS OF USE

1. Requestor represents and agrees County information and systems will not be used for commercial purposes contrary to the requirements of RCW 42.56.070(9) and WAC 390-13-010.

2. Requestor agrees not to use the Service nor any of its elements or related facilities or capabilities to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation or legal obligation.

3. The parties agree that should Requestor use this Service in a manner contrary to the terms of this Agreement, Requestor will be ineligible to receive any similar service in the future and Requestor will be subject to all applicable civil and criminal penalties. Misuse or damage of service components or County data could result in billable charges for actual damages.

4. The Requestor, its officers, and employees will:
   a. Maintain the confidentiality of County information,
   b. Comply with Pierce County Data Dissemination Disclaimer (Exhibit C) and refrain from releasing or providing County data to other person(s) or entities (secondary data dissemination). Since this County Policy is based on RCW(s) and ordinances, changes may be made annually and will be provided at the same time as the annual service rates (as stated in Fee for Service).
   c. Maintain the proprietary nature of County software, data and systems used by the Requestor under the terms of this Agreement.

These conditions shall be met except upon the prior written consent of the steward County department and the Pierce County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County.
5. Requestor will immediately give to the County notice of any judicial proceeding seeking disclosure of County information by contacting the Pierce County Prosecuting Attorney’s Office.

6. Requestor agrees not to transmit, upload, post or otherwise publish on or over the Service, and not seek on or over the Service, any software, file, information, communication or other content:
   a. Which violates or infringes upon the rights of any other;
   b. Which, under the circumstances and in County’s good faith judgment, is, or is likely to be perceived by an intended recipient or target as defamatory, deceptive, misleading or abusive;
   c. Which constitutes a threat to, harassment of, or stalking of another;
   d. Which adversely affects the performance or availability of the Service or County resources;
   e. Which contains any virus, worm, harmful component or corrupted data;
   f. Which, without the approval of the County, contains any advertising, promotion or solicitation of goods or services for commercial purposes, or
   g. Which allows unauthorized access to County data and systems.

7. Subject to the terms of this Agreement, the County grants to Requestor and authorized users a personal, non-exclusive, non-assignable and non-transferable license to use and display the software (referred to as a Service) provided by or on behalf of the County for purposes of accessing the Service on any machine(s) of which Requestor is the primary user or which Requestor is authorized for use. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials is prohibited. Requestor may not sublicense, assign or transfer this license or the Software except as permitted by the County.

LIABILITY

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

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

1. The County retains the right to modify current systems at its discretion. The County will make no system modifications on Requestor’s behalf unless specifically detailed in Exhibit A. The Requestor is responsible for ascertaining the impact of the changes on their business.

2. Requestor agrees each and every person given the right to access the County systems will use a unique user name assigned by Pierce County Information Technology staff. Each user will sign the most current system and security agreement(s) (Exhibit B) and return them to Pierce County Information Technology Department with written request for security access.

3. Requestor understands priority is assigned to regular County work which may require a reasonable delay in responding to Requestor’s requirements from time to time. The County shall not be held liable for service interruptions.

4. Requestor is to provide and maintain all required service components necessary to connect to County services in the manner authorized by the County.

5. Requestor is to ensure all equipment and software used to access the County systems defined in Exhibit A, will be compatible with existing County configurations.

6. Requestor agrees to keep the County informed of any network connectivity between Requestor and other organizations.

7. Requestor understands and agrees that online access will be available only between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday, exclusive of legal holidays observed by the County. Limited online access may be available outside of these hours. The County shall not be held liability if the system/network is off-line and not accessible.

CONTACTS

1. The County will provide a list of contacts to administer the Services provided under this Agreement.

2. Requestor will provide the names of at least two (2) of their employees who will be the primary contacts with County staff. Requests for new users, user modifications or user assistance will come from these contacts. A method of verification will be provided to these employees to use when identifying themselves to the County.

3. Requestor is to contact the County and request deletion of a staff’s user name within 24 hours following notice of termination of their employment with the Requestor.

DEFINITIONS

Service: The work products described in Exhibit A, Scope of Services.

Annual Service Rate: The fees and charges for the Service(s) from the County that will be reviewed and adjusted yearly as described in Exhibit A, Scope of Services.

Commercial Purposes: See Exhibit C, Disclaimers To and Warranty By Users of Pierce County and/or GIS Data.
Steward Departments: One, or in some cases multiple, County departments are designated as the steward of each particular named computer system and its corresponding set of information media (data files, databases, screens, views, reports, menus, and query access). As such, steward departments have the authority to determine data access methods, the dissemination mechanism and secondary data dissemination rules (primary data dissemination rules are specified in a separate County policy statement) for any request to access such systems and information media. In order to execute this authority, steward departments are responsible for the maintenance of security, accuracy, and integrity of the computer systems and information media.

Data: Information of an electronic or digital format as in diskettes, electronic file attachments, zip disks, file transfer protocol (FTP), Cd’s R/W disks, and any electronic medium such as digital tape.

Document: Hard copy work product information from the Service, including but not limited to letters, words, pictures, symbols, maps, or any combination thereof. Does not include “Data” as defined above.
## EXHIBIT A - WAN
### SCOPE OF SERVICES

**Exhibit A - Online Services from Pierce County**

<table>
<thead>
<tr>
<th>Requestor:</th>
<th>City of Bonney Lake</th>
<th>Contract #:</th>
<th>92489</th>
<th>Calendar Year Rates Shown:</th>
<th>2014</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>System Name:</th>
<th>Pierce County Wide Area Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description of System:</strong></td>
<td>The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.</td>
</tr>
<tr>
<td><strong>Steward:</strong></td>
<td>Information Technology Department</td>
</tr>
</tbody>
</table>

#### Services

<table>
<thead>
<tr>
<th><strong>Ongoing Charges:</strong></th>
<th>The External User Fee is a utilization fee charged to all external users with ability to access the Pierce County internal network. This fee pays for resources necessary to provide remote access and maintain the network.</th>
<th><strong>Charges</strong></th>
<th>External User Fee of $12.00 per external user per month. External User Fee rate may change each calendar year.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Direct Services:</strong></th>
<th>Information Technology Department will charge Requestor for all direct services related to Requestor account maintenance, incident support and other requests for assistance related to the contracted services.</th>
<th><strong>Charges</strong></th>
<th>Direct services outlined in this contract will be charged at External Direct Services rate of $123.00 per hour (2014 rate). External Direct Services rate may change each calendar year.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Communications Links</strong></th>
<th>Requestor is responsible for establishing and paying for their connection to Pierce County using a Pierce County approved method.</th>
<th><strong>Charges</strong></th>
<th>N/A</th>
</tr>
</thead>
</table>

| **Security** | **Remote Access Authorization:** Requestor agrees to use standard 2 factor remote authentication method for each unique user accessing Pierce County. If applicable, user keyfobs will be returned to Pierce County within 15 days of termination of their account access.  
**Encryption:** Requestor agrees to purchase and use any encryption software required by Pierce County to access specific systems. If necessary, requestor agrees to upgrade operating systems on PC’s needing the encryption software in order to comply with encryption software requirements. | **Charges** | A fee equivalent to the current cost of purchasing a keyfob will be charged to the contracting agency to replace any lost keyfobs. |
|------------------|--------------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------|

Access by the Requestor to the above system is approved by:

<table>
<thead>
<tr>
<th>Pierce County Director of Information Technology</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________________________________</td>
<td>------</td>
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<table>
<thead>
<tr>
<th>Pierce County IT Governance and Service Delivery Manager</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________________________________________________</td>
<td>------</td>
</tr>
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<table>
<thead>
<tr>
<th>Requestor</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________</td>
<td>____________</td>
</tr>
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</table>
**EXHIBIT A - CountyView**

**SCOPE OF SERVICES**

**Exhibit A - On-Line Services from Pierce County**

<table>
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<tr>
<th>Requestor:</th>
<th>City of Bonney Lake</th>
<th>Contract #:</th>
<th>92489</th>
<th>Calendar Year Rates Shown:</th>
<th>2014</th>
</tr>
</thead>
</table>

**System Name:** CountyView Suite - Pierce County’s Subscription GIS system

**Description of System:** The CountyView suite of applications allows users to access production GIS data in Pierce County. The system provides users with the ability to display themes of data, perform search and locate, query associated tabular data, perform spatial analysis, and utilize customized County GIS functionality.

**Steward:** Information Technology Department / GIS Division

<table>
<thead>
<tr>
<th>Services</th>
<th>Charges</th>
</tr>
</thead>
</table>
| **Use of CVWeb and CVPro** | CVWeb = $1,365/ea/yr  
CVPro = $3,995/ea/yr  
Agencies with nine or more users can choose to pay an annual fee for any combination of the two applications. Cost is $22,725+ 1,125/per user over nine.  
Total based on options and number of users |
| **GIS Hardware** | No extra fee  
Included |
| **CVWeb and CVPro Agency Support** | CVWeb = 12 hrs/ea/yr  
CVPro = 20 hrs/ea/yr  
(up to a maximum of 180 hrs/yr/agency for all applications)  
Included |

Note: Free training and materials are provided for each licensed user on CVWeb (4 hr class—not deducted from support hours). Users must be familiar with the Windows environment. For CVPro access, “Introduction to ArcGIS I” certification is required. Pierce County can provide training at a cost of $250 per each CVPro user for materials which is charged separately upon completion of training. Other training options exist and can be discussed.
<table>
<thead>
<tr>
<th>CountyView Maintenance</th>
<th>The ongoing maintenance of the CountyView applications require certifying the software on new platform releases, maintaining data sets, loading data sets into the CountyView suite, making enhancements to the system, and adding applications and extensions. Enhancements are in response to user requirements and each agency will have input in this process as well.</th>
<th>No extra fee</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>The GIS Community Service</td>
<td>The growing GIS community in Pierce County can leverage each other’s expertise to optimize the use of GIS. Pierce County GIS will facilitate this sharing of information and data by: -conducting Project meetings as necessary to discuss GIS applications and projects. This meeting is intended for managers and staff to learn about benefits and uses of GIS. -conducting Technical meetings as necessary to discuss technical and quality questions. This meeting is intended for hands-on technical users who have software questions. -prepare the GIS Bulletin which describes the GIS projects in the County, the status of GIS data conversion, notes from the Project meetings and training schedules.</td>
<td>No extra fee</td>
<td>Included</td>
</tr>
<tr>
<td>Ortho Partner</td>
<td>Includes access to all available digital orthophotos (current and historic), impervious surface planimetrics derived from orthos, lidar-based contours, and other layers derived from orthos under this license.</td>
<td>$1,000/user/yr up to a maximum of $6,500/agency/yr (if one user needs orthos, all users must have access – managed at agency level only)</td>
<td>Cost based on number of users up to maximum fee of $6,500 per year per agency</td>
</tr>
</tbody>
</table>

1Hours exceeding this amount will be billed at the Information Technology/GIS personnel hourly rate which changes each calendar year. (2014 rate is $123/hr).

Agency support and CountyView maintenance rates are subject to yearly adjustment.

Access by the Licensee to the above system at the calendar year rates shown is approved by:

<table>
<thead>
<tr>
<th>Pierce County Information Technology Dept. Director</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pierce County GIS &amp; Applications Manager</td>
<td>Date</td>
</tr>
<tr>
<td>Requestor</td>
<td>Date</td>
</tr>
</tbody>
</table>
EXHIBIT B
PIERCE COUNTY COMPUTER NETWORK AND INFORMATION SECURITY ACCESS AGREEMENT
for Employees, Contractors, Volunteers and External Agency Employees.

Access to the Pierce County Network has been provided to you so you may complete specific activities related to your job duties or contractor agreement. Any use beyond what is agreed upon and described in your duties/contract is not allowed. Security will be in place to limit your activities on the network. By signing this agreement, you state that you will not attempt to access information or services not meant to be available to you on the Pierce County network as described in your assigned duties.

You also agree to safeguard any passwords provided to you to access Pierce County systems. You must configure your access to the Pierce County network so that a password must be typed in each time you access the system(s). You cannot share this password with any one else. Log out of Pierce County systems whenever you cease working on the system or whenever you are away from your computer.

You are responsible for any damage caused by actions you take in relation to the Pierce County network that are outside of those described in your duties/contract.

You are to use the utmost discretion in preserving the confidential nature of any information you are authorized to access. Information is to be obtained for authorized purposes ONLY. Obtaining any information for personal use is prohibited; this includes looking up information in any of the computer databases for personal use. As an employee or contractor you may not observe, obtain, nor ask another person to obtain confidential information for personal reasons. "Confidential information" includes (1) information that has been obtained under governmental authority and which is prohibited by law from being disclosed to the public, as well as (2) information which Pierce County or its agencies, officers or agents have a legal duty and/or privilege not to disclose or which is otherwise not available to the public. You shall not disclose confidential information without County authorization. Releasing information may be in violation of the laws of the State of Washington, for example a violation of the provisions of the Criminal History Privacy Act (RCW 10.97) shall constitute a misdemeanor and may result in criminal prosecution. When in doubt, be discreet, and talk with your Pierce County supervisor/contact. It is better to err on the side of caution than on the side of carelessness. County employees must adhere to County policies.

I have read and understand the above policy regarding computer network access and confidential information and have received copy of same

Agency/Employer Name: ____________________________________________

Employee/Contractor Information:

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Initial:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name:</td>
<td></td>
</tr>
<tr>
<td>Office Phone:</td>
<td>Ext:</td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>

Date: ___________ Employee/Contractor Signature: ____________________________

Date: ___________ Pierce County Authorizing Signature: _________________________

(Please route to ITSystemAdmin, IT-Merit 3rd Floor after authorizing signature obtained)

Information Technology Internal Use Only:

<table>
<thead>
<tr>
<th>Keyfob #</th>
<th>Login Name Assigned</th>
<th>Systems Accessed</th>
</tr>
</thead>
</table>
EXHIBIT C

DISCLAIMERS TO and WARRANTY BY USERS OF PIERCE COUNTY AND/OR GIS DATA

1. Limitations and Pierce County Data Dissemination Disclaimer

Requestor seeks access to the data described in “Exhibit A”. The County makes no warranty, express or implied, concerning the data’s content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. ALL DATA IS EXPRESSLY PROVIDED “AS IS” AND “WITH ALL FAULTS”. The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. Users of data are responsible for ensuring the accuracy, currency, and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with the County’s data. No employee or agent of the County is authorized to waive or modify this paragraph. If a user informs others a product is based upon the County’s data, the County specifically requests and directs the user also disclose the limitations contained in this paragraph and paragraph #4.

2. Data Interpretation

The County’s data is developed and maintained solely for County business functions, and use or interpretation of data by the Requestor or others is solely their responsibility. The County does not provide data interpretation services.

3. Spatial Accuracy

Map data can be plotted or represented at various scales other than the original source of the data. The Requestor is responsible for adhering to industry standard mapping practices, which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example, if the zoning data scale is 1” = 2000’, the data sets should be used at a scale of 1” = 2000’ or smaller.

4. Liability

Each party shall not be liable to the other (or transferees or vendees of either party) for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the data or the use of it. Each party shall have no remedy at law or equity against the other in case the data provided is inaccurate, incomplete or otherwise defective in any way.

5. Requestor’s Warranty Against Commercial Use of Lists

RCW 42.56.070(9) prohibits the release of lists of individuals requested for commercial purposes, and Requestor expressly represents no such use of any such list will be made by Requestor or its transferee(s) or vendee(s). “Commercial purposes” means contacting or in some way personally affecting the individuals identified on the list with the purpose of facilities one’s commercial activities.

6. Project Data

Requestors are encouraged to supply their project data back to the County for use by the County.

7. Data Shift

The county will be shifting GIS data to improve the geographic accuracy. Any data the requestor builds on top of the County data may require adjustment. The Requestor assumes responsibility for aligning and registering data to the County data, if necessary.
EXHIBIT D

SPECIAL PROVISIONS

Network Security

In an attempt to prevent the loss of information/data and to minimize the costly effects of network/system security attacks on system maintenance and network downtime, the County reserves the right to terminate, immediately and without notice, Requestor connection(s) to County resources if it appears Requestor’s continued connection to County systems may be harmful (for example, virus, worm or network security attacks) to either County or Requestor. Connection will not be reinstated until County determines such threat no longer exits. Reasonable care will be taken to re-establish connection to the Requestor within a reasonable time. By accessing the County system, Requestor acknowledges the right and discretion of County to terminate Requestor’s connection(s) in the event of a network security threat and agrees County will not be liable to Requestor for interruption of business or in any other fashion in regard to any such termination or failure to terminate. If County staff must provide assistance to Requestor to ensure Requestor’s systems are free from harmful threats, charges will be assessed as described in Exhibit A.

“Conditions of Use”, page 1 above

“Secondary data dissemination” does not include the Requestor’s disclosure of documents printed from the Service. The Requestor agrees to immediately notify the County as provided in section 3, Conditions of Use, of the Agreement when the Requestor receives a request for the County’s data. If the Requestor promptly transmits such a request to the County, the County agrees to respond within the deadline in RCW 42.56.520. The Requestor shall not be required to defend the County concerning the County’s refusal to disclose any data.

If the Requestor receives a request for a document(s) printed from the Service, the Requestor shall make a decision whether such document(s) is/are exempt from disclosure and process the request accordingly. The County need not be contacted in those instances where a request is made for a document(s) only.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
<thead>
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<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<td>PW / DAN GRIGSBY</td>
<td>26 August 2014</td>
<td>AB14-106</td>
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<td>Resolution</td>
<td>2397</td>
<td>DONN LEWIS</td>
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</table>

**Agenda Subject:** SR410 and Veterans Memorial Drive Intersection Improvement Mitigation Agreement

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Sr410 And Veterans Memorial Drive Intersection Improvement Mitigation Agreement With Nash Cascadia Verde Llc, Owner Of The Tehaleh Development.

**Administrative Recommendation:** Recommend Approval

**Background Summary:** The TEHALEH development in Pierce County, formally known as CASCADIA, will add several thousand vehicle trips to City streets and SR410 each day. As partial mitigation of the impact these vehicles will have on these public roads, improvements to the SR410 & Veterans Memorial Drive (VMD) Intersection will be built. This mitigation agreement provides funding for the Tehaleh share of this intersection improvement to the City. It specifies the amount and timing of payment by the developer and actions by the City. In total, the amount paid to the City through this agreement is $4,063,813. To date, the City has expended over $850,000 on design and $390,000 on ROW acquisitions for this project beginning in 2005. The City completed Phase I construction of this project in 2010 with the Main Street and VMD Intersection Improvement contract at a cost of $2,400,000. The construction cost estimate for this, Phase II of this project, is estimated to be $5.3 million. Combining this $4 million with a PSRC grant of $638,000 and reduction in the scope of work of this contract, the City will have sufficient funds to advertise this construction contract in early 2015.

**Attachments:** Resolution 2397, Mitigation Agreement, Development Agreement Table 30, Phase I Summary

**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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</thead>
<tbody>
<tr>
<td>n/a</td>
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**Budget Explanation:**

**Committee, Board & Commission Review**

<table>
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<tr>
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<th>Community Development</th>
<th>Approvals:</th>
<th>Yes</th>
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<tr>
<td>Date: 19 August 2014</td>
<td></td>
<td>Chair/Councilmember: DAN SWATMAN</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Councilmember: RANDY MCKIBBIN</td>
<td>☐</td>
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<td></td>
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<td>Councilmember: JIM RACKLEY</td>
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Forward to: Consent Agenda: ☐ Yes ☒ No

**Commission/Board Review:**

**Hearing Examiner Review:**

**Council Action**

<table>
<thead>
<tr>
<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
<th>Meeting Date(s):</th>
<th>Tabled to Date:</th>
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**Approvals**

<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Grigsby, P.E.</td>
<td>Neil Johnson, Jr.</td>
<td>(if applicable):</td>
</tr>
</tbody>
</table>

Agenda Packet p. 53 of 74
RESOLUTION NO. 2397

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A ROAD MITIGATION AGREEMENT WITH NASH CASCADIA VERDE LLC (“NASH”) FOR THE SR410 AND VETERANS MEMORIAL DRIVE INTERSECTION IMPROVEMENT PROJECT

WHEREAS, NASH is the owner and developer of an Employment-Based Planned Community (EBPC) now known as Tehaleh, located in Pierce County, Washington, that was previously known as Cascadia; and,

WHEREAS, Tehaleh is located on the south side of the City and, at full build out, will construct up to 6,500 homes, several schools, and various commercial businesses that will generate several thousand vehicle trips using City streets and SR410 each day; and,

WHEREAS, due to impact from this traffic increase, Tehaleh is obligated through the State Environmental Policy Act, which is administered by Pierce County, to mitigate the impact of this additional traffic on City streets and SR410; and,

WHEREAS, part of these mitigation requirements include making improvements to the intersection formed by SR410 and Veterans Memorial Drive, which was previously identified as Sumner-Buckley Highway; and,

WHEREAS, the City is willing to accept payment in lieu of NASH designing and building these improvements in the amount of $4,063,813; and,

WHEREAS, the City is willing to accept responsibility for ensuring that these road improvements are made as approved by the Hearing Examiner; and,

WHEREAS, the City will add work to this project that is not a mitigation requirement for sidewalks, street lights, and landscaping; and,

WHEREAS, Washington State Department Of Transportation and Pierce County support the City taking the lead and finishing the SR410 and Veterans Memorial Drive Intersection Improvements;

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with NASH Cascadia Verde LLC.

PASSED by the City Council this 26th day of August, 2014.

________________________________
Neil Johnson Jr., Mayor
ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
ROAD MITIGATION AGREEMENT

This Agreement is made this _____ day of ______________, 2014 between NASH Cascadia Verde LLC, a Delaware limited liability company ("NASH"), and the City of Bonney Lake, a Washington municipal corporation ("City").

1. BACKGROUND

1.1 NASH is the owner and developer of an Employment-Based Planned Community now known as Tehaleh, located in Pierce County, Washington. The Tehaleh property plus additional areas were previously known as Cascadia. The term “Project” here is used to refer to both Tehaleh and Cascadia.

1.2 The City is located in the vicinity of the Project and certain transportation corridors providing access to the Project are located within the City limits. The City has actively participated in the review and approval process for the Project and has a particular interest in certain traffic mitigation measures that are conditions of the approval of the Project, including the mitigation measure that is the subject of this Agreement.

1.3 The original approval of the Project by Pierce County included obligations for the owners to complete traffic improvements at the intersection of SR-410 and the Sumner-Buckley Highway, now known as Veterans Memorial Highway. That obligation was set forth in the original June 18, 1999, Hearing Examiner’s Decision approving the Project and in Exhibit H to the Project Development Agreement dated September 8, 1999.

1.4 In 2005, in connection with the approval of four subdivisions within the Project, the Hearing Examiner approved a modification to this mitigation requirement. That modification, which had been agreed to by the City and the Washington State Department of Transportation ("WSDOT"), was approved by the Hearing Examiner as Condition 30 and now reads:

"30. Exhibit 23 was a draft condition involving traffic improvements at the intersection of SR-410 and Sumner-Buckley Highway. With the agreement of Bonney Lake and WSDOT, the following language should be substituted for Exhibit 23:

‘Cascadia is obligated under paragraph 4.4.3.c. and Exhibit L-2 of the Development Agreement dated September 8, 1999 to make specified improvements ("the improvements") at the intersection of SR-410 and Sumner-Buckley Highway. These provisions are consistent with Conditions 34, 131, 132 and 133 of the Hearing Examiner’s Decision dated June 18,
1999 (the “Decision”). Bonney Lake, with the approval of the Washington State Department of Transportation, has already accepted cash in lieu of related improvements required of the Sky Island development. Condition 33(e) of the Hearing Examiner’s decision approving Cascadia dated June 18, 1999 (also set forth as Condition 33(e) of Exhibit H to the Development Agreement) allows traffic conditions be met by a variety of alternative means. One allowed method is payment to a jurisdiction that has a programmed improvement that includes the required improvements. Here, Bonney Lake has a project in its Capital Facilities Plan (Project No. 301.004.595.30.041) that includes the Improvements. Prior to the City putting the Project out to bid, Cascadia shall contribute to the City of Bonney Lake the estimated cost of the improvements required to be constructed by Cascadia at SR 410/Sumner-Buckley Highway (as specified by the PUD approval documents) based upon the then-most recent available cost estimates. If the actual costs of construction exceed the estimates, Cascadia shall contribute to the City of Bonney Lake the difference within 60 days of receiving a final cost accounting from the City of Bonney Lake. If the actual costs are less than the estimates, Bonney Lake shall refund the difference. Bonney Lake and Cascadia shall maintain regular communications during the design and construction phases so that Cascadia is kept informed of cost changes. Such contribution shall satisfy the Decision conditions described above. Any disputes concerning the scope of Cascadia’s obligation under such conditions of approval, as to the amount of the required contribution, or any other matter pertaining to these conditions shall be referred to the Hearing Examiner for resolution. Nothing in this paragraph shall prevent Cascadia from satisfying such conditions of approval in any other manner permitted by Condition 33 of the Development Agreement.”

1.5 The City and NASH have reached agreement as to how Condition 30 will be implemented. Because the improvements in the City’s road project include work not required by the Project mitigation and the fact that time and background traffic have increased since the mitigation was imposed, it is difficult to determine each party’s share of responsibility with certainty. This Agreement reflects a good faith effort by the parties to determine the fair allocation of the responsibility.

1.6 This Agreement is only intended to satisfy the requirement for improvements at SR-410 and Veterans Memorial Highway, and is not intended to affect any other rights and obligations of the parties in connection with other required improvements.

NOW THEREFORE, IN LIGHT OF THIS BACKGROUND, THE PARTIES AGREE AS FOLLOWS:

2. CONSTRUCTION OF IMPROVEMENTS

As noted in Condition 30, the improvements required for the development of the Project are included in Bonney Lake City Project No. 301.004.595.30.041 (the “Improvements”). The City will be solely responsible for completing all aspects of the Improvements including, but not limited to, design, consultants, environmental documentation and review, securing all

[NASH-Bonney Lake Road Mit Agreement 07162014] -2-
permits, ROW acquisition, utility relocations, construction documents, advertising for bid, reviewing bids and awarding the contract to a contractor at its discretion, managing all aspects of the construction, inspection, and acceptance of the Improvements by appropriate governmental authorities.

3. **NASH’S OBLIGATION**

NASH’s sole obligation with respect to the Improvements and the implementation of Condition 30 is to make the payments described in this paragraph.

NASH will contribute a total of $4,063,813 toward the design, permitting, right-of-way acquisition, construction and all other Improvement elements in accordance with the following schedule:

- **a.** $523,813 within 30 days of the City providing written evidence to NASH that the City has executed a contract with the general contractor for the Improvements. If construction of the Improvements does not commence within 90 days after execution of the contract, the payment will automatically be returned to NASH.

- **b.** $1,000,000 within 30 days of the City providing written evidence to NASH that construction of the Improvements is 25% complete.

- **c.** $1,000,000 within 30 days of the City providing written evidence to NASH that construction of the Improvements is 50% complete.

- **d.** $1,000,000 within 30 days of the City providing written evidence to NASH that construction of the Improvements is 75% complete.

- **e.** $540,000 within 30 days after the following requirements have all been met: (1) the City has provided written evidence to NASH that construction of the Improvements is 100% complete; (2) the City and other appropriate agencies have accepted all work; (3) utility providers have accepted all work; and (4) all retainage has been released to the contractor.

4. **POSTING OF BOND**

NASH shall secure its payment obligation under Paragraph 3 with a Financial Payment Guarantee Bond (the “Bond”) to the City, which will be posted with NASH’s initial payment. The Bond amount shall be decreased concurrently with each of the NASH payments made to the City in accordance with the schedule in Paragraph 3. Upon NASH’s posting of the Bond in compliance with this paragraph, the City within five (5) business days of such posting shall complete the attached Certificate of Mitigation evidencing NASH’s satisfaction of its obligations under Condition 30 and return the completed Certificate to Pierce County at the following address:

[NASH-Bonney Lake Road Mit Agreement 07162014] -3-
Dennis Hanberg, Director
Planning and Land Services
2401 South 35th Street
Tacoma, WA 98409

With a copy to:

NASH Cascadia Verde, LLC
Attention: Scott Jones
505 S. 336th Street #430
Federal Way, WA 98003

William T. Lynn
Gordon Thomas Honeywell LLP
1201 Pacific Ave #2100
Tacoma, WA 98402

Notwithstanding anything to the contrary, NASH shall not be obligated to extend the Bond beyond October 31, 2017 and City will take no action to prevent the release of same.

5. TIMING OF CONSTRUCTION

The City shall commence construction of the Improvements on or before June 1, 2015, and complete the Improvements on or before October 31, 2017.

6. FULL AND FINAL PAYMENT

In calculating the amount to be paid by NASH under Paragraph 3, the parties included a 15% contingency ($536,400) above what would otherwise have been NASH’s share of the anticipated Improvement costs. The City and NASH agree that this is a reasonable and equitable estimate to account for typical change orders and unforeseen costs in a construction project such as this one. The parties agree that, because of this additional payment, the obligations under Paragraph 3 above constitute a full and final payment by NASH of all costs to satisfy Condition 30 and the traffic mitigation required at SR-410 and Veterans Memorial Highway. NASH’s obligations under Condition 30 are not subject to change based on the final cost of the Improvements, change orders, imputed interest, any unforeseen costs or any other reason or condition of any kind or description whatsoever. The City agrees not to seek any additional amounts from NASH, and NASH agrees not to seek any refund under Condition 30.

7. GRANT FUNDS.

The City is seeking grant funding for the Improvements. Any grant funds received will be applied towards the City’s cost of the Improvements. Notwithstanding Paragraph 6 above, if the grant funding received is greater than the City’s cost contribution to the Improvements, NASH’s obligation under Paragraph 3 of this Agreement shall be reduced or refunded by the amount above the City’s cost.

8. ENTIRE AGREEMENT

This Agreement represents the complete and final expression of the parties’ intentions and agreements on the matter. There are no other agreements. This Agreement supersedes
and cancels any prior negotiations or communications between the parties with respect to the subject matter.

9. CONSTRUCTION/INTERPRETATION

This Agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.

10. VENUE

Venue for any action covering this Agreement shall be the Pierce County Superior Court.

11. ASSIGNMENTS

Neither party may assign or delegate any right or duty under this Agreement without written consent of the other party.

12. SUCCESSORS OR ASSIGNS

If either party to this Agreement ceases to exist by reason of merger, consolidation, dissolution or any other corporate change of form, and if there is a successor corporation or entity surviving the change of form or otherwise to which the duties of any contracting party are assignable, then the terms and provisions of this Agreement are deemed to apply to that successor or assign, so long as the applicable laws of the State of Washington allow such corporation or entity to assume those duties and responsibilities.

13. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement and every provision.

14. NOTICE

All communications, notices and demands of any kind that a party under this Agreement requires or desires to give to the other party shall be in writing and either (a) delivered personally; (b) sent by facsimile transmission with an additional copy mailed first class; or (c) deposited in the U.S. Mail, certified mail postage prepaid return receipt requested and addressed as follows:

If to:  
NASH Cascadia Verde, LLC  
Attention: Scott Jones  
505 S. 336th Street #430  
Federal Way, WA 98003

With a copy to:  
William T. Lynn  
Gordon Thomas Honeywell LLP  
1201 Pacific Ave #2100  
Tacoma, WA 98402
If to:  
City of Bonney Lake  
P.O. Box 7380  
City of Bonney Lake, 98391  

With a copy to:  

Notice by hand-delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered 48 hours after deposited. Any party at any time by notice to the other party may designate a different address or person to receive notice as described above.

15. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute on agreement with the same effect as if both parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart and re-attached to another counterpart. This Agreement shall be deemed executed and delivered upon each party’s delivery of executed signature pages which may be delivered by facsimile or electronic mail with the same effect as delivery of the originals.

CITY OF BONNEY LAKE  

By ____________________________  
NEIL JOHNSON, JR.  

Its ____________________________  
MAYOR

NASH CASCADIA VERDE, LLC  

By ____________________________  
S[Signature]

Its Authorized Signatory
CERTIFICATE OF MITIGATION

This Certification is made this _____ day of ______________, 2014 by the City of Bonney Lake, a Washington municipal corporation ("City"), in recognition of the following:

BACKGROUND

1. NASH Cascadia Verde, LLC is the owner and developer of an Employment-Based Planned Community now known as Tehaleh, located in Pierce County, Washington ("NASH"). The Tehaleh property plus additional areas were previously known as Cascadia. The term "Project" is used herein to refer to both Tehaleh and Cascadia;

2. The original approval of the Project by Pierce County included obligations to complete traffic improvements at the intersection of SR-410 and the Sumner-Buckley Highway, now known as Veterans Memorial Highway, as set forth in the original June 18, 1999, Hearing Examiner’s Decision approving the Project and in Exhibit H to the Development Agreement dated September 8, 1999;

3. In connection with the approval of four subdivisions within the Project, the Hearing Examiner approved a modification to this mitigation requirement. That modification, which was agreed to by the City and the Washington State Department of Transportation, was approved by the Hearing Examiner as Condition 30;

4. Condition 30 provided that the Project owner could satisfy its obligations to undertake specified traffic improvements by paying a sum of money to the City to cover the estimated costs of the improvements;

5. The City and NASH agreed that NASH would satisfy the obligations in full under Condition 30 by contributing a total of $4,063,813 toward the design, permitting, right-of-way acquisition, construction and all other project elements, on an agreed contribution schedule; and

6. NASH commenced payment of its $4,063,813 contribution in accordance with the agreed-upon schedule and secured its contribution with a Financial Payment Guarantee Bond to the City;

In consideration of the above, the City declares and certifies to Pierce County and the Pierce County Examiner that NASH has satisfied in full all of its obligations under Condition 30 to complete traffic improvements at the intersection of SR-410 and the Veterans Memorial Highway.

CITY OF BONNEY LAKE

By _____________________________

NEIL JOHNSON, Jr.

Its _____________________________

[Agenda Packet p. 63 of 74]
### Table 30
Timing of Proposed Mitigation Improvements (Revised)

<table>
<thead>
<tr>
<th>Mitigation Trigger (Phase I Dwelling Units)</th>
<th>Mitigation Trigger (Total PM Peak Hour Trips)</th>
<th>Location (number designations correspond to Figure 34)</th>
<th>Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>7) SR-410/Myers Road</td>
<td>Close EB left and SB left movements</td>
</tr>
<tr>
<td>50</td>
<td>113</td>
<td>9) SR-410/S. Prairie Rd.-198th</td>
<td>NB left turn lane, SB left turn, add EB right-turn overlap phase/equipment</td>
</tr>
<tr>
<td>50</td>
<td>113</td>
<td>10) SR-410/Sumner-Tapps Hwy, Ramps</td>
<td>New signal, off-ramp realignment</td>
</tr>
<tr>
<td>50</td>
<td>113</td>
<td>8) SR-410/Sumner-Buckley/181st</td>
<td>Second EB left turn. Revise center-turn lane on Sumner-Buckley to EB thru lane</td>
</tr>
<tr>
<td>150</td>
<td>339</td>
<td>11) SR-410/234th Ave. E.</td>
<td>New signal, other improvements per WSDOT</td>
</tr>
<tr>
<td>150</td>
<td>339</td>
<td>6) SR-410/SR-165</td>
<td>New signal, rechannelize</td>
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<tr>
<td></td>
<td></td>
<td>13) Rhodes Lake Rd.</td>
<td>Widen and reconstruct to improve roadway.</td>
</tr>
<tr>
<td>350</td>
<td>792</td>
<td>5) SR-162/Pioneer Way</td>
<td>New signal</td>
</tr>
<tr>
<td>500</td>
<td>1131</td>
<td>16) SR-410/214th Ave. E.</td>
<td>Revised signal timing, other improvements as proposed by East Lake Tapps project</td>
</tr>
<tr>
<td>500</td>
<td>1131</td>
<td>4) 200th Ave. Cl./S. Prairie Rd.</td>
<td>New signal including SB right-turn overlap phase/equipment</td>
</tr>
<tr>
<td>500</td>
<td>1131</td>
<td>2) 198th Ave. E. /120th St. E.</td>
<td>New signal</td>
</tr>
<tr>
<td>650</td>
<td>1471</td>
<td>1) 198th Ave. E.</td>
<td>New arterial, Rhodes Lake Road to 199th</td>
</tr>
<tr>
<td>650</td>
<td>1471</td>
<td>1) Rhodes Lake Road/198th Ave. E.</td>
<td>New signal</td>
</tr>
<tr>
<td>650</td>
<td>1471</td>
<td>1) Rhodes Lake Road/198th Ave. E.</td>
<td>NB left turn lane</td>
</tr>
<tr>
<td>650 (±/-)</td>
<td>1471 (±/-)</td>
<td>1) 198th Ave. E. south of 120th</td>
<td>Overlay or provide pavement maintenance, as required</td>
</tr>
<tr>
<td>650</td>
<td>1471</td>
<td>9) SR-410/S. Prairie-198th Ave. E.</td>
<td>Second NB left turn lane</td>
</tr>
<tr>
<td>850</td>
<td>1924</td>
<td>4) 200th Ave. Cl./S. Prairie Rd.</td>
<td>EB left turn lane</td>
</tr>
<tr>
<td>850</td>
<td>1924</td>
<td>4) 200th Ave. Cl./S. Prairie Rd.</td>
<td>Two SB lanes from SR-410</td>
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<tr>
<td>1000</td>
<td>2263</td>
<td>4) 200th Ave. Cl./S. Prairie Rd.</td>
<td>SB right turn lane</td>
</tr>
<tr>
<td>1000</td>
<td>2263</td>
<td>3) 200th Ave. Cl./104th St. E.</td>
<td>New signal</td>
</tr>
<tr>
<td>1000</td>
<td>2263</td>
<td>4) 200th Ave. Cl./S. Prairie Rd.</td>
<td>Second EB left turn lane</td>
</tr>
<tr>
<td>1200</td>
<td>2716</td>
<td>8) SR-410/Sumner-Buckley/181st</td>
<td>Revised signal timing</td>
</tr>
<tr>
<td>1200</td>
<td>2716</td>
<td>1) 198th Ave. E.</td>
<td>Second lane SB from Rhodes Lake Rd. to 120th St. E.</td>
</tr>
<tr>
<td>1200</td>
<td>2716</td>
<td>4) 198th Ave. E.</td>
<td>Four lane arterial south of 120th St. E.</td>
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<td>1350</td>
<td>3055</td>
<td>3) 200th Ave. Cl./104th St. E.</td>
<td>NB left turn lane &amp; SB right turn lane</td>
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<tr>
<td>1550</td>
<td>3508</td>
<td>8) SR-410/Sumner-Buckley/181st</td>
<td>WB right turn lane</td>
</tr>
<tr>
<td>++ (see below)</td>
<td>++</td>
<td>14) SR-162/Military Road</td>
<td>To be determined</td>
</tr>
<tr>
<td>++</td>
<td>++</td>
<td>15) 214th Avenue East/112th Street East</td>
<td>New signal, possible channelization</td>
</tr>
<tr>
<td>++</td>
<td>++</td>
<td>12) SR-162/6th St. E.</td>
<td>New signal</td>
</tr>
<tr>
<td>++</td>
<td>++</td>
<td>17) SR-410,214th Ave. E to Hinkleman Extension</td>
<td>Widening</td>
</tr>
<tr>
<td>++</td>
<td>++</td>
<td>18) SR-410, Sumner-Tapps Hwy. to Sumner-Buckley Hwy.</td>
<td>To be determined, potential widening</td>
</tr>
</tbody>
</table>

**++ The need, nature, timing and proportionate share participation for these improvements would be determined as part of the Traffic Mitigation Plan of the project's Development Agreement.**

1 See Appendix D to Appendix H of this EIS. These trigger levels are estimates. Timing of improvements to 198th will be determined as part of the Mitigation Plan, which will be part of the Development Agreement.

2 While not needed for Phase I of the Cascadia project, considerations of construction sequence may dictate adding a second northbound lane at the same time.

3 The schedule for these improvements would be determined by Pierce County.

4 Indicates those improvements which would likely improve response capability from Bonney Lake Fire District #24.

5 Signalization at SR-410W. Mason Ave. would be considered as mitigation in addition to signalization at this intersection.

6 Italicized improvements relate to those that are part of the Pierce County Transportation Improvement Plan deemed critical to Cascadia.

**Note:** The proponent's proportionate share may be concentrated into constructed projects, rather than piecemeal financial contributions to all improvements listed above. Impacts that were to be addressed by any projects not contributed to or constructed by the proponent would have to be mitigated by Pierce County, other jurisdictions or other development proponents.
Downtown Roadway and Utility Improvement Project

Phase 1 of this two phase Downtown Improvements project is complete. This project was completed ahead of schedule and under budget.

- **Design and ROW** costs = $1.2 million.
- **Construction** costs totaled $2.4 million.
- Downtown Regional Stormwater Pond Design & Construction = $1.0 million

**Contract Awarded:** 25 August 2009
**Ribbon Cutting Ceremony:** 27 April 2010

- **City of Bonney Lake Mayor:** Neil Johnson Jr.

- **Prime Contractor, Johansen Excavating:**
  - Rob Bonnett (Principal), Mike Dysert (Contract Supervisor), and Jacob Cimmer

- **Design Team:**
  - **Transpo**, Represented by Kevin Collins
  - **KPG**, Represented by Terry Wright
  - **Shea, Carr, & Jewell**, Represented by Perry Shea and Brandon Johnson

- **Undergrounding Partners:**
  - **PSE**: Jeff Payne and Dennis Booth
  - **QWEST**: Karen Berry

A summary of contract improvements achieved by this contract:

- Traffic Signal at Main Street and OSB Highway.
- OSB Hwy widened to five lanes.
- Main Street widened from OSB Hwy to back of City Annex parking lot.
- Water line upgrade from OSB Hwy to Interim Justice Center and across SR 410 to west side of SR 410.
- Undergrounding of utility lines within project limits.
- Sidewalk and storm water line built on east side of SR410 from Main Street to OSB Highway.
- Frontage improvements along Greenwood Development on OSB Hwy.
- Street Trees with tree grates and street lights within project limits.

*The goal of this Public Works project is to install the utilities and road system that will attract further development into the Bonney Lake Downtown area!*
Funding for the Downtown Improvements project was provided by:

- **Traffic Impact Fees** (that have been collected since 2003)
- **Water System Development Charges**
- **Federal Safety Grant**
- **Transportation Improvement Board Sidewalk Grant**
- **Street Maintenance Budget for Overlay**
- **Interim Justice Center bond funds**

**Project Highlights:**
For the first time, a partnership between PSE and the City was established with PSE paying 60% of the costs to place their utility lines underground using a Schedule 74 rate structure. Also contributing to the undergrounding effort was Qwest, Comcast and the City of Bonney Lake.

Another significant Public Works project that has greatly contributed to the revitalization of the Downtown area is the construction of a Regional Downtown Stormwater Pond. This pond supports the drainage of the entire downtown commercial zone as well as some outlying residential developments.

Additional projects supported by the infrastructure of this effort will include soon to be completed construction of the new Interim Justice Center and the future Developer/City partnership with the Greenwood development.

**Stay tuned for Phase 2, SR410 and Old Sumner Buckley Hwy Intersection Improvements:**
Phase 2 Design is underway and final plans are expected by mid summer 2010. The City is seeking funding for construction of this $3.5 million project.

Phase 2 will:
- Reconstruct the traffic signal at SR 410 and Old Sumner Buckley Highway;
- Add an additional east bound left turn off of SR 410 onto OSB Hwy;
- Add a dedicated westbound right turn lane off of SR410 onto OSB Hwy;
- Complete five lanes on Old Sumner Buckley Highway;
- Add new sidewalks and street lights on both sides of SR410; and,
- Add a raised, landscaped median with street lighting on SR410.

**Special Thanks to:**
City of Bonney Lake Mayor and City Council, for their vision, leadership, and support.

**City Staff:**
Public Works Director, Dan Grigsby, P.E.
City Engineer, John Woodcock, P.E.
Project Manager, Art Larson
Support Service Coordinator, Marlyn Campbell

**TRANSPO (Roadway Design):** Tim Hedges  
**KPG Engineering (Design Consolidation):** Terry Wright and Katerina Molina  
**INTOLIGHT (Street Lights):** Steve Avis  
**PSE (Undergrounding):** Jeff Payne and Dennis Booth  
**JOHANSEN EXCAVATING:** Mike Dysert (Contract Supervisor), and Jacob Cimmer (Chief Estimator)
4 March 2005

Charles F. Lappenbusch, Jr.
Senior Vice President
Cascadia Development Corporation
500 – 108th Avenue NE, Suite 1620
Bellevue, Washington 98004-5500

Dear Chuck;

In response to our recent meetings and the letter you sent on 13 January 2005, I welcome this opportunity to begin the active design-construction phase of the Cascadia Development.

Our first opportunity to work together for our mutual benefit will be to kick off the design-construction of the intersection improvements at SR 410 and Old Sumner Buckley Highway. We look forward to the series of facilitation meetings you are setting up with my staff and other stakeholders. We understand that Cascadia will accomplish the design of this project with the City contributing some funding proportional to the extension of Sumner Buckley transition from SR 410 to 184th Street. The construction phase of this project will be sponsored by the City of Bonney Lake with inspection and other oversight costs being funded by Cascadia.

Our second opportunity to work together will be to expedite completion of the 192nd Avenue Corridor Study. This study will identify the best layout to connect SR 410 with Rhodes Lake Road by connecting both ends of 192nd Avenue. The sooner this study is done, the sooner the city can obtain funding and begin construction. To assist the City in expediting this action, we discussed, and hereby request the first phase of funding for Cascadia traffic mitigation in the City of Bonney Lake be moved from 2008 to 2005. Our current estimate for this engineering study and hearings is approximately $159,000. Since the total amount of the mitigation action pledged for 2008 is $180,000, we respectfully request the entire amount be transferred to the City in 2005. This will allow us to finish the study, any necessary hearings, and possibly commence acquisition of necessary right-of-way.

Thank you very much for your prompt response and consideration of the above scope of work.

Sincerely,

Robert Young

19306 Bonney Lake Blvd., P.O. Box 7380, Bonney Lake, WA 98390-0944, (253) 862-8602; FAX (253) 261-5014
**City of Bonney Lake, Washington**

**City Council Agenda Bill (AB)**

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<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tr>
<td>Executive / Don Morrison</td>
<td>26 August 2014</td>
<td>AB14-108</td>
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<td>Policy / Chief Powers</td>
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<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<tr>
<td>Ordinance</td>
<td>D14-108</td>
<td>Watson</td>
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**Agenda Subject:** Disposal of Forfeited Firearms

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake Adding A New Chapter 9.17 To The Bonney Lake Municipal Code Relating To The Disposal Of Forfeited Firearms.

**Administrative Recommendation:** Approve

**Background Summary:** RCW 9.41.098 provides that forfeited firearms may be disposed of in any manner determined by the local legislative authority (City Council). To date, the City Council has not established a formal policy for the disposal of forfeited firearms. This ordinance would establish such a policy and bring the City into compliance with this section of state code.

**Attachments:** Ordinance

### BUDGET INFORMATION

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<th>Current Balance</th>
<th>Required Expenditure</th>
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**Budget Explanation:** NA

### COMMITTEE, BOARD & COMMISSION REVIEW

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<tr>
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<th>Public Safety</th>
<th>Approvals:</th>
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<tr>
<td>Date: 7 July 2014</td>
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<td>Chair/Councilmember: Watson</td>
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<td>Councilmember: Hamilton</td>
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<td>Councilmember: Rackley</td>
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**Forward to:** Consent Agenda: Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

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<tr>
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### APPROVALS

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<th>Mayor:</th>
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ORDINANCE NO. D14-108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADDING A NEW CHAPTER 9.17 TO THE BONNEY LAKE MUNICIPAL CODE RELATING TO THE DISPOSAL OF FORFEITED FIREARMS.

WHEREAS, RCW 9.41.098 provides that forfeited firearms may be disposed of in any manner determined by the local legislative authority;

WHEREAS, the Bonney Lake City Council desires to adopt a policy regarding the disposal of such firearms;

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

Section 1. A new Chapter 9.17 is hereby added to the Bonney Lake Municipal Code to read as follows:

Chapter 9.17
DISPOSAL OF FORFEITED FIREARMS

Sections:
9.17.010 Purpose.
9.17.020 Disposal of forfeited firearms.

9.17.010 Purpose.
The purpose of this chapter is to provide for the disposal of certain firearms that may come into the possession of the Bonney Lake police department in accordance with and pursuant to Chapter 9.41 RCW (adopted by reference).

9.17.020 Disposal of forfeited firearms.
(1) Except as provided in subsections (2) and (3) of this section, firearms that are:

(a) Judicially forfeited and no longer needed for evidence; or

(b) Forfeited due to a failure to make a claim under RCW 63.32.010, 63.40.010 (hereby adopted by reference), or BLMC 2.70.110, may be retained or disposed of by the Bonney Lake police department, per the direction of the Mayor or City Administrator, as follows:
(i) Retained for departmental use, except that the department shall retain no more than 10% of legal forfeited firearms in accordance with RCW 9.41.098(2)(b).

(ii) Traded to licensed dealers,

(iii) Auctioned to licensed dealers, or

(iv) Destroyed.

(2) Antique firearms and firearms recognized as curios, relics, and firearms of particular historical significance by the United States Treasury Department Bureau of Alcohol, Tobacco and Firearms are exempt from destruction and shall be disposed of by auction or trade licensed dealers.

(3) All firearms that are unlawful for any person to manufacture, own, buy, sell, loan, furnish, transport, or have in possession, or under control, shall be destroyed; provided, however, if such firearms may be rendered lawful by removal or alteration of components, the police department may, in its discretion, remove or alter components and thereafter dispose of such firearms in accordance with subsection (1) of this section.

(4) Any proceeds received from the trade or auction of firearms shall be budgeted and appropriated for use by the police department for law enforcement purposes, pursuant to BLMC 3.72.

(5) A firearm confiscated in compliance with subsection (1) shall not be surrendered, except:

(a) To the prosecuting attorney for use in subsequent legal proceedings;

(b) For disposition according to an order of a court having jurisdiction,

(c) To the owner if a court orders the firearm returned upon a showing there is no probable cause to believe he or she illegally possessed the firearm, or the firearm was stolen from the owner, or the owner neither had knowledge of nor consented to the act or omission involving the firearm which resulted in its forfeiture, pursuant to RCW 9.41.098(d)(3).
Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

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

Section 4. Effective Date. 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 26th day of August, 2014.

____________________________________________________________
Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk, MMC

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney