Call to Order: Deputy Mayor Swatman

Anticipated Attendees: Deputy Mayor Dan Swatman, Councilmember Donn Lewis and Councilmember Katrina Minton-Davis. Other Councilmembers who may be in attendance: Mayor Johnson, Councilmember Hamilton, Councilmember McKibbin, and Councilmember Watson.

Anticipated Staff: Don Morrison, City Administrator; Jenna Richardson, HR Manager; Cherie Gibson, CFO, Woody Edvalson, Administrative Services Director/City Clerk

Updates and/or Reports:
   1. Personnel Updates and/or Issues; Jenna Richardson

Old Business:
   1. Minutes. Approval of minutes/notes of January 13th FC/COW

New Business:
   1. AB 15-18 Employee recognition; Don Morrison
   2. AB 15-20 Contract renewal for digital orthophotography; John Vodopich
   3. Conversion of street lights to LED lights; Dan Grigsby/Don Morrison.

Closed Session:
   Labor negotiations per RCW 42.30.140

Adjournment:
   There being no further business, the meeting adjourned approximately _______ P.M.
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Call to Order: Deputy Mayor Swatman called the meeting to order at 5:31 p.m.

Roll Call – Committee Members Present: Deputy Mayor Dan Swatman, Councilmember Donn Lewis, Councilmember Katrina Minton-Davis, Councilmember Mark Hamilton, Councilmember Randy McKibbin, Councilmember Tom Watson, and Councilmember Jim Rackley

Other elected and appointed staff members in attendance were Don Morrison, City Administrator; Jenna Richardson, HR Manager; Cherie Gibson, CFO, Woody Edvalson, Administrative Services Director/City Clerk; John Vodopich, Community Services Director; and Dan Grigsby, Public Works Director

Updates and/or Reports:
1. Personnel Updates and/or Issues; HR Manager Jenna Richardson. Two positions currently open within the City were discussed. A Maintenance Worker II position has opened externally, and we are recruiting for a part time bailiff position. This is a non-benefitted position and will likely work less than 20 hours a week.

An update of represented employee negotiations was provided. It was noted that the City met with AFSCME representation last Thursday, January 8th. Due to scheduling conflicts, the next round of negotiations is set for February 4th, and again on February 24th. Also due to scheduling conflicts, the next round of negotiations for the Police Guild contract is set for March 3rd and March 23rd.

Old Business:
1. Minutes. By consensus the Committee approved the minutes from the December 23rd meeting of the Finance Committee/Committee-of-the-Whole.

New Business:
1. Presentation on bond refunding: Jim Nelson presented refinancing the 2008 bonds, and specifically the Justice & Municipal Center and Motorola bonds. The estimated cost savings is $611,000. The interest rate is estimated to be 4.25% - 5%. The Councilmembers questioned if the bonds that are not eligible for refinance are on the market and discussed the same. Mr. Nelson will check with their bond attorney regarding the City benefitting from purchasing bonds by using fund balance. Bond insurance was
discussed, as was the City’s bond rating of AA+. An example of financing schedule was provided. This refinance can be completed quickly, with the interest rate locked by 2/24 give or take a couple days. City Administrator Don Morrison asked the presenter what would happen with the market in the next five weeks, but the presenter does not know what will happen with the market. Councilmember Tom Watson would like to move forward, due to the changing unknowns in the market. Chief Financial Officer Cherie Gibson agrees with Councilmember Watson on moving forward, as time is of the essence. By consensus the Committee approved moving forward with bond refinancing.

**New Discussion Items:**

1. Employee recognition; Don Morrison – City-funded employee recognition. City Administrator Don Morrison indicated that budget notes in the past for employee appreciation had been used as Legislative Authority to make purchases for employee appreciation such as retirement, years of service, and exemplary performance. Notes of this nature were not included in the budget this year. Each department is writing these budget notes now to include in the final budget document. Another option would be to have a specific resolution brought forward to provide Legislative Authority. An instance of a jurisdiction getting a finding from the State Auditor’s Office for placing an employee on paid administrative leave without having the proper Legislative Authority to do so, and if Bonney Lake has such a policy in place was discussed in detail. The Councilmembers indicated a preference of a separate resolution. It was discussed that the resolution will have a maximum spending amount for employee recognition, and that employees are able to pool their personal funds together to increase the spending limit, if desired. This resolution is important to ensure the City is adhering to the law. It was emphasized that this is not changing any budgets, and that everyone will stay within the approved budget. By consensus the Committee approved bringing forward a resolution regarding employee recognition.

**Closed Session:**

Labor negotiations per RCW 42.30.140

**Adjournment:**

There being no further business, the meeting adjourned approximately 6:08 P.M.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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<td>27 January 2015</td>
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<tbody>
<tr>
<td>Resolution</td>
<td>2433</td>
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**Agenda Subject:** Authorizing an Employee Appreciation Program

**Full Title/Motion:** A Resolution of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Employee Appreciation And Recognition Program.

**Administrative Recommendation:** Approve

**Background Summary:** The various employee appreciation and recognition programs of the City have traditionally been included as part of the adopted City budget. In addition, the Council wishes to acknowledge outstanding contributions by City employees and formally authorize a program and set guidelines and parameters for employee appreciation and recognition.

**Attachments:** Resolution

**Budget Information**

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**Budget Explanation:** For 2015 approximately $3,100 is budgeted for employee appreciation, spread among the various departments of the City.

**Committee, Board & Commission Review**

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<th>Approvals:</th>
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<td>Finance Committee</td>
<td>Chair/Councilmember</td>
<td>Dan Swatman</td>
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<tr>
<td>Date: 2015</td>
<td>Councilmember</td>
<td>Donn Lewis</td>
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<td></td>
<td>Councilmember</td>
<td>Katrina Minton-Davis</td>
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Forward to: Consent Agenda: ☐ Yes ☐ No

**Commission/Board Review:**

**Hearing Examiner Review:**

**Council Action**

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**Approvals**

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<th>Date Reviewed by City Attorney:</th>
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RESOLUTION NO. 2433

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN EMPLOYEE APPRECIATION AND RECOGNITION PROGRAM.

WHEREAS, the City of Bonney Lake recognizes that its employees are the organization's most important asset and resource for providing quality public services to the citizens of Bonney Lake, and

WHEREAS, the City recognizes that there is a tradition of exemplary work and dedication to public service among its employees; and

WHEREAS, the City wishes to support and encourage the continuation and growth of dedicated public service and to periodically recognize and express its appreciation to its employees; and

WHEREAS, the public is well served by a City workforce with high morale which is productive, efficient, and motivated; and

WHEREAS, the City Council supports a nominal expenditure of public funds for the purpose of recognizing and appreciating City employees and for attracting and retaining productive, efficient, motivated and qualified employees;

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

Section 1. It is the policy of the City Council to authorize the Mayor, City Administrator and other managers designated by the Mayor to recognize employees, either individually or as a team, for accomplishments including outstanding achievements, safety performance and exemplary public service. Said recognition shall comply with the following guidelines:

A. Any expenditure of funds for employee recognition shall have a clear relationship to the intent of this resolution and support the goal of recognizing exemplary work, dedication to the City, or achievement of City goals, programs, and projects.
B. All funds allocated for employee recognition shall be clearly designated as such in the adopted budget of the City;
C. Individual cash or gift awards may not exceed one hundred dollars ($100) in value per award. A team award may not exceed two hundred dollars ($200) in value. The amount of the award should be commensurate with the achievement.
D. Given the City’s financial constraints, award of additional paid-leave or time off is an appropriate form of employee recognition provided that no department may grant more than 8 hours of additional paid-leave or time-off in any calendar year as an employee award. Said award shall have the express written approval of the Mayor or City Administrator.
E. Awards for participants and/or “winners” of various approved Wellness Committee programs, activities or contests are hereby authorized, and shall be outlined in the annual AWC Well City program plan of the City.

F. Examples of acceptable employee appreciation and recognition include, but are not necessarily limited to, plaques, trophies, signs, paid-leave, gifts, short-term memberships, paid meals, gift cards or gift certificates.

G. If included in the adopted budget of the City, the Administration is authorized to spend up to $700 for employee appreciation and/or recognition awards and door prizes at an annual city-wide employee awards program.

H. To recognize extraordinary accomplishments or the retirement of a long-tenured City employee, the City Council, by motion, may authorize additional employee recognition above the amounts outlined herein when it deems appropriate to so do.

Section 2. The Mayor is hereby authorized to develop and implement such administrative policies and procedures as may be deemed appropriate to carry out the intent of this Resolution.

PASSED BY THE CITY COUNCIL this ______ day of February, 2015.

__________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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

City Council Agenda Bill (AB)

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<td>Community Development/John P. Vodopich, AICP</td>
<td>January, 27 2015</td>
<td>AB15-20</td>
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<tr>
<td>Resolution</td>
<td>2434</td>
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Agenda Subject: Contract Renewal with Pierce County for Digital Orthophotography

Full Title/Motion: A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a renewed agreement for access to County digital orthophotography with Pierce County.

Administrative Recommendation: Approve

Background Summary: The current contract with Pierce County for access to County Digital Orthophotography (Resolution 1917) expired on December 31, 2014, the County has provided a renewed three-year contract commencing January 1, 2015 with the possibility of one three-year extension.

Attachments: Resolution 2434 & Digital Orthophotography Partnership Agreement with Pierce County

BUDGET INFORMATION

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<td>$6,500</td>
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Budget Explanation: The annual maintenance fee of $6,500 was included in the 2015/16 adopted budget.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance/COW  
Date: January 27, 2015  
Chair/Councilmember: Dan Swatman  
Councilmember: Donn Lewis  
Councilmember: Katrina Minton-Davis  
Forward to: Consent Agenda: Yes No

Commission/Board Review:  
Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: John P. Vodopich, AICP  
Mayor:  
Date Reviewed by City Attorney:  
(if applicable):
RESOLUTION NO. 2434

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

WHEREAS, the current contract with Pierce County for access to County Digital Orthophotography (Resolution 1917) expired on December 31, 2014; and

WHEREAS, the County has provided a renewed contract commencing January 1, 2015; and

WHEREAS, the City is desirous of continuing to utilize the County Digital Orthophotography;

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 Digital Orthophotography Partnership Agreement with Pierce County.

PASSED by the City Council this day of , 2015.

________________________________
Neil Johnson Jr., Mayor

ATTEST:

________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

________________________________
Kathleen Haggard, City Attorney
DIGITAL ORTHOPHOTOGRAPHY
PARTNERSHIP AGREEMENT

Agreement # 97846
between
Pierce County
and

City of Bonney Lake, hereinafter called Partner, and Pierce County, hereinafter called COUNTY, agree to the terms of this Digital Orthophotography Partnership Agreement.

WHEREAS the County conducts an orthophotography (orthophoto) construction program to develop a high resolution digital orthophotography database and makes this digital data available for use in the Digital Orthophotography Program;

WHEREAS the Partner needs digital orthophotography for viewing, mapping and analysis and wishes to opt in to the County’s Digital Orthophotography Program;

NOW, THEREFORE, the Partner and County agree to the following responsibilities and terms of the Digital Orthophotography Partnership agreement effective this 1st Day of January, 2015.

It is agreed by the parties:

Product

1. County will establish the orthophotography specifications and requirements for 1”=100” mapping.

   1.1. Imagery is a 1”=800’ color photo, pixel size of 0.5 ft, free of cloud cover, and artifacts that obscure physical features.

   1.2. Every effort is made to utilize the best available terrain model and maintain the horizontal positional alignment of the dataset as compared to the 1998 county orthophotos. This will benefit Partners who have constructed datasets on top of the orthophotos.

2. County will conduct and manage the timely competitive bid, selection, procurement, development, quality control of the Pierce County orthophotography dataset.

3. Partner will determine what geographic area of the orthophoto database the Partner will opt to use.

4. Orthophotography Partnership program provides to the Partner:

   4.1. Orthophoto coverage area defined by: COUNTY

   4.2. Orthophotography for the year(s): prior to and including 2018

   4.3. Other related data sets: ortho-based contours, lidar contours, and full countywide ortho access.

5. Updates to the orthophotography database will be no less than every four years. The frequency of the update is determined by the County following consideration of Partner concerns, budget issues and any other pertinent factors that may affect the quality or cost of the orthophoto database.
6. Other **County** products, services or data sets are not a part of this agreement.

**Product Use**

7. **Partner** will have access to the orthophotography for viewing, mapping and analysis available in the on-line **County's** GIS applications.

8. The **County** licenses the orthophotos from the orthophoto vendor. Access by the **Partner** to the digital orthophotos and associated data is subject to and governed by this agreement, including the following licensing terms:

8.1. The **Partner** shall use the orthophoto data for internal business purposes only.

8.2. The **Partner** may make hardcopy maps of orthophotos (and with other data overlays) for internal or public distribution.

8.3. The **Partner** selecting the maximum user option may copy portions of the orthophoto database to other internal company servers for use with Autocad or other mapping software upon written approval from **County**.

8.4. The **Partner** selecting the maximum user option can request the **County** to make a copy of the orthophotos and provide this data to consultants or engineers who are performing work under contract for a specific **Partner** project. Consultants or contractors must adhere to the terms in this agreement and pay the $80/hr to copy the dataset onto CD or DVD.

8.5. The **Partner** may not post the orthophotos to any web site.

9. The **Partner** may not distribute or permit the distribution of the orthophoto database/files in any digital format to other agencies, the public or third parties. Violation of this restriction will result in a) the **Partner** returning the orthophotography to the **County** thus ceasing use of the product, b) if using online **County** GIS application services, orthophoto access will be discontinued or c) the **County** may also seek legal redress.

10. If the **Partner** uses **County** GIS on-line application services, the **Partner's** GIS users will be provided access to the orthophotography through the on-line application services in CountyView. If the **Partner** does not have on-line access to the **County** GIS, the **Partner** selecting the maximum user option will provide a hard disk to copy the dataset for transfer.

11. The **Partner** has a perpetual agreement to use the orthophotography as defined in this document unless terminated for cause (section 8) or non-payment of agreement fees.

12. **Partner's** rights under this agreement are nonassignable, nontransferable, nonsublicensable and nonexclusive.

13. **Partner** accepts that a limited (larger pixel scale) public domain product may be produced with each acquisition and released with a 6 month schedule delay. This product is for the USGS and National Map program and will be provided only when the USGS contributes funding to the orthophotography program.

**Product Fees and Term**

14. The **Partner** will pay agreement fees for the development and maintenance of the orthophotography.

   Yearly agreement fees for the **countywide** dataset:
Annual maintenance fee is: $1,000 per user per year up to a maximum of $6,500 per year.

15. After the initial contract term, as agreed to in item# 19, the fees will be adjusted based on the number of Partners and the cost of the products provided in the program. The County will notify Partners of changes to the agreement fees.

16. Non-Appropriations (applies to Governmental Agencies only)

16.1. Partner intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each fiscal period during the term of this Agreement: 1) Partner agrees to include in its budget request appropriations sufficient to cover Partner’s obligations under this Agreement and 2) Partner agrees to use all reasonable and lawful means to secure these appropriations.

16.2. In the event that Partner is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose, Partner may terminate this Agreement by giving County at least two weeks’ written notice to terminate as of December 31st of the then current calendar year. Upon termination and to the extent of lawfully available funds, Partner shall remit all amounts due through the date of termination.

17. The Partner may opt out of the County Orthophotography Program by giving County at least two weeks’ written notice to terminate as of December 31st of the then current calendar year. Fees are not refundable.

18. In the event the Partner chooses to opt out of the orthophotography program, the Partner will return the orthophotography to the County and discontinue use of the data.

19. The contract period shall be from January 1, 2015 to December 31, 2018. The Contract shall be renewable for one (1) additional three (3) year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the next term.

Limitations

20. The County makes no warranty, expressed or implied, concerning the orthophotography’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. Partner 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 County’s orthophotography.

Spatial Accuracy

21. Orthophotography can be plotted or represented at various scales other than the original source of the data. The Partner 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.

No County Liability

22. County shall not be liable to the Partner (or transferees or vendees of Partner) or others for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the orthophotography or the use of it. The Partner and any others shall have no remedy at law or equity against the County in case the orthophotography provided is inaccurate, incomplete or otherwise defective in any way.
IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of __________, 2014.

### PARTNER:

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<th>Name</th>
<th>Signature</th>
<th>Date</th>
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<table>
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<tr>
<th>Title of Signatory</th>
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### PIERCE COUNTY:

<table>
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<tr>
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<th>Date</th>
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(less than $250,000)

| or |

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<th>Pierce County Executive</th>
<th>Date</th>
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($250,000 or more)
RESOLUTION NO. 1917

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A RENEWED SUBSCRIPTION AGREEMENT FOR DIGITAL ORTHOPHOTOGRAPHY WITH PIERCE COUNTY IN THE AMOUNT OF A YEARLY MAINTENANCE FEE OF $7,500.00 PER YEAR FOR A TERM OF THREE YEARS.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached hereto and incorporated herein by this reference.

PASSED by the City Council this 24TH day of March 2009.

Neil Johnson, Mayor

ATTEST:

Woody Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney
DIGITAL ORTHOPHOTOGRAPHY
SUBSCRIPTION AGREEMENT

Agreement # 66147
between
Pierce County
and
City of Bonney Lake

City of Bonney Lake hereinafter called Subscriber, and Pierce County, hereinafter called COUNTY, agree to the terms of this Digital Orthophotography Subscription Agreement.

WHEREAS the County conducts an orthophotography (orthophoto) construction program to develop a high resolution digital orthophotography database and makes this digital data available for subscription;

WHEREAS the Subscriber needs digital orthophotography for viewing, mapping and analysis and wishes to subscribe to the County’s Digital Orthophotography;

NOW, THEREFORE, the Subscriber and County agree to the following responsibilities and terms of the Digital Orthophotography Subscription agreement effective this 4th day of JANUARY, 2009.

It is agreed by the parties:

Product

1. County will establish the orthophotography specifications and requirements for 1"=100" mapping.

   1.1. Imagery is a 1"=800' color photo, pixel size of 0.5 ft, free of cloud cover, and artifacts that obscure physical features.

   1.2. Every effort is made to utilize the best available terrain model and maintain the horizontal positional alignment of the dataset as compared to the 1998 county orthophotos. This will benefit Subscribers who have constructed datasets on top of the orthophotos.

2. County will conduct and manage the timely competitive bid, selection, procurement, development, quality control of the Pierce County orthophotography dataset.

3. Subscriber will determine what geographic area of the orthophoto database the Subscriber will subscribe to and use.
4. Orthophotography Subscription program provides to the Subscriber:

4.1. Orthophoto coverage area defined by: COUNTY

4.2. Orthophotography for the year(s): prior to and including 2011

4.3. Other related data sets: ortho-based contours, lidar contours, and full countywide ortho subscription.

5. The County Orthophotography Subscription program includes an update in 2008 to the 2005 orthophoto dataset. Updates to the orthophotography database will be as frequently as every three years and no less than every four years. The frequency of the update is determined by the County following consideration of subscriber concerns, budget issues and any other pertinent factors that may affect the quality or cost of the orthophoto database.

6. Other County products, services or data sets are not a part of this agreement.

Product Use

7. Subscriber will have rights to use the orthophotography for viewing, mapping, analysis and use in a GIS system.

8. The County licenses the orthophotos from the orthophoto vendor. Access by the Subscriber to the digital orthophotos and associated data is subject to and governed by this agreement, including the following licensing terms:

8.1. The Subscriber shall use the orthophoto data for internal business purposes only.

8.2. The Subscriber may make hardcopy maps of orthophotos (and with other data overlays) for internal or public distribution.

8.3. The Subscriber may copy portions of the orthophoto database to other internal company servers for use with Autocad or other mapping software upon written approval from County.

8.4. The Subscriber can request the County to make a copy of the orthophotos and provide this data to consultants or engineers who are performing work under contract for a specific Subscriber project. Consultants or contractors must adhere to the terms in this agreement and pay the $80/hr to copy the dataset onto CD or DVD.

8.5. The Subscriber may not post the orthophotos to any web site.
9. The Subscriber may not distribute or permit the distribution of the orthophoto database/files in any digital format to other agencies, the public or third parties. Violation of this restriction will result in a) the Subscriber returning the orthophotography to the County thus ceasing use of the product, b) if using online County GIS application services, orthophoto access will be discontinued or c) the County may also seek legal redress.

10. If the Subscriber uses County GIS on-line application services, the Subscriber’s GIS users will be provided access to the orthophotography through the on-line application services in CountyView. If the Subscriber does not have on-line access to the County GIS, the Subscriber will provide a hard disk to copy the dataset for transfer.

11. The Subscriber has a perpetual use license to the orthophotography as defined in this document unless terminated for cause (section 8) or non-payment of license fees.

12. Subscriber's rights under this agreement are nonassignable, nontransferable, nonsublicensable and nonexclusive.

13. Subscriber accepts that a limited (larger pixel scale) public domain product may be produced with each acquisition and released with a 6 month schedule delay. This product is for the USGS and National Map program and will be provided only when the USGS contributes funding to the orthophotography program.

Product Fees and Term

14. The Subscriber will pay license fees for the development and maintenance of the orthophotography.

Yearly licensing fees for COUNTY dataset:
Annual maintenance fee in 2009, 2010, 2011: $1,000 per user per year up to a maximum of $7,500 per year.

15. After the initial contract term (2009-2011), the fees will be adjusted based on the number of subscribers and the cost of the products provided in the program. The County will notify Subscribers of changes to the subscription fees.

16. Non-Appropriations (applies to Governmental Agencies only)

16.1. Subscriber intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each fiscal period during the term of this Agreement: 1) Subscriber agrees to include in its budget request appropriations sufficient to cover Subscriber’s obligations under this Agreement and 2) Subscriber agrees to use all reasonable and lawful means to secure these appropriations.

16.2 In the event that Subscriber is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no
other funding source lawfully available to it for such purpose, Subscriber may terminate this Agreement by giving County at least two weeks’ written notice to terminate as of December 31st of the then current calendar year. Upon termination and to the extent of lawfully available funds, Subscriber shall remit all amounts due through the date of termination.

17. The Subscriber may unsubscribe to the County Orthophotography Program by giving County at least two weeks' written notice to terminate as of December 31st of the then current calendar year. Fees are not refundable.

18. In the event the Subscriber chooses to unsubscribe to the orthophotography program, the Subscriber will return the orthophotography to the County and discontinue use of the data.

19. The contract period shall be from January 1, 2009 to December 31, 2011. The contract shall be renewable for one additional three year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the next term.

Limitations

20. The County makes no warranty, expressed or implied, concerning the orthophotography’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. Subscriber 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 County’s orthophotography.

Spatial Accuracy

21. Orthophotography can be plotted or represented at various scales other than the original source of the data. The Subscriber 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.

No County Liability

22. County shall not be liable to the Subscriber (or transferees or vendees of Subscriber) or others for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the orthophotography or the use of it. The Subscriber and any others shall have no remedy at law or equity against the County in case the orthophotography provided is inaccurate, incomplete or otherwise defective in any way.
IN WITNESS WHEREOF, the parties have executed this Agreement this 29th day of April, 2009.

SUBSCRIBER:

Name: [Signature] 3/24/09

Title of Signatory

City Attorney

Mailing Address:

P.O. Box 7380

Bonney Lake, WA 98391

Street Address, if different:

19301 Bonney Lake Blvd.

Bonney Lake, WA 98391

Contact Name: Chuck McEwen

Contact Phone: 253-810-5172

COUNTY:

By [Signature] 3/3/09

Deputy Prosecuting Attorney

Approved as to legal form only

Recommended:

By [Signature] 4/29/09

Budget and Finance

Approved:

By [Signature] 4/25/09

Department Director

(less than $250,000)

or:

By [Signature] 4/25/09

Pierce County Executive

($250,000 or more)

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

<table>
<thead>
<tr>
<th>Department/Staff Contact: Chuck McEwen</th>
<th>Council Meeting Date: March 24th 2009</th>
<th>Agenda Item Number: 09-28</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ordinance Number:</strong> 1917</td>
<td><strong>Resolution Number:</strong> 1917</td>
<td><strong>Councilmember Sponsor:</strong></td>
</tr>
</tbody>
</table>

**BUDGET INFORMATION**
This maintenance fee was budgeted for $7,500.00 in 2009 and in 2010.

<table>
<thead>
<tr>
<th>2009 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7,500.00</td>
<td>$7,500.00</td>
<td>$17,976.17</td>
<td></td>
</tr>
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</table>

**Explanation:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A SUBSCRIPTION AGREEMENT WITH PIERCE COUNTY IN THE AMOUNT OF A YEARLY MAINTENANCE FEE OF $7,500.00 PER YEAR FOR A TERM OF THREE YEARS (2009 – 2011) FOR DIGITAL ORTHOGRAPHIC DATA.

**Administrative Recommendation:**
Recommend approval.

**Background Summary:**
This is a renewed subscription agreement with Pierce County to maintain digital orthographic data for the City’s use. The original subscription agreement (Res 1378) has expired, this will renew our subscription till 2011. The County orthophotography subscription program included an update in 2008 to the 2005 orthophoto dataset. Updates to the orthophotography database will be as frequently as every three years and no less than every four years. The frequency of the update is determined by the County following consideration of subscriber concerns, budget issues and any other pertinent factors that may affect the quality or cost of the orthophoto database. The contract period shall be from January 1, 2009 to December 31, 2011. The Contract shall be renewable for one additional three year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the next term.

**Council Committee Dates:**
- Finance Committee: 3/10/09
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshop:

**Agency/Commission Dates:**
- Planning Agency:
- Design Commission:
- Civil Service Commission:

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

**Council Action:**
- Council Call for Hearing:
- Council Hearings Date: 03/24/09
- Council Referred Back to: Workshop: Committee
- Council Tabled Until: Council Meeting Dates:

**Signatures:**
- Dept. Dir. Mayor [Signature]
- Date City Attorney reviewed Standard contract
FINANCE COMMITTEE

DATE: 03/10/09

ORIGINATOR: Chuck McEwen TITLE: Information Services Coordinator

SUBJECT/DISCUSSION: Renewal Agreement with Pierce County for DIGITAL ORTHOPHOTOGRAPHY SUBSCRIPTION

RESOLUTION # 1917

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
MAYOR YES
CHIEF FINANCE OFFICER YES
CITY ATTORNEY YES

BUDGET INFORMATION

BUDGETED ITEM: YES TOTAL COST: $7,500.00
(Note: If budgeted item, attach copy of budget page and identify)

<table>
<thead>
<tr>
<th>2009 Budget Amount</th>
<th>Required Expenditure</th>
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<th>Remaining Balance</th>
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COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

Dan Swatman, Chair, Finance 3-10-09
Dave King, Chair, Public Safety 3-10-09
James Rackley, Chair, CDC 3-10-09

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK CHIEF FINANCE OFFICER CITY ATTORNEY

Please schedule for Council Meeting date of: March 24th 2009
**CITY of BONNEY LAKE**

**STREET LIGHT CONVERSION FROM HIGH PRESSURE SODIUM VAPOR (HPS) TO LIGHT EMITTING DIODE (LED) LUMINAIRES**

**COST-BENEFIT ANALYSIS**

*(12-12-12)*

<table>
<thead>
<tr>
<th>LUMINAIRE WATTAGE</th>
<th>COST TO UPGRADE (for one Cobra Head luminaire replacement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 W</td>
<td>$291.10</td>
</tr>
<tr>
<td>150 W</td>
<td>$474.77</td>
</tr>
<tr>
<td>200 W</td>
<td>$718.86</td>
</tr>
<tr>
<td>250 W</td>
<td>$921.26</td>
</tr>
<tr>
<td>400 W</td>
<td>$1,389.78</td>
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</table>

**HPS MONTHLY RATES**

<table>
<thead>
<tr>
<th>Wattage</th>
<th>HPS Monthly Rate</th>
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<tbody>
<tr>
<td>100 W</td>
<td>$12.18</td>
</tr>
<tr>
<td>150 W</td>
<td>$14.42</td>
</tr>
<tr>
<td>200 W</td>
<td>$17.38</td>
</tr>
<tr>
<td>250 W</td>
<td>$19.61</td>
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<tr>
<td>400 W</td>
<td>$26.64</td>
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</tbody>
</table>

**LED MONTHLY RATES**

<table>
<thead>
<tr>
<th>Wattage</th>
<th>LED Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 W</td>
<td>$8.38</td>
</tr>
<tr>
<td>150 W</td>
<td>$10.29</td>
</tr>
<tr>
<td>200 W</td>
<td>$11.92</td>
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<tr>
<td>250 W</td>
<td>$15.19</td>
</tr>
<tr>
<td>400 W</td>
<td>$17.44</td>
</tr>
</tbody>
</table>

**Pay Back Period to Recover Conversion Costs:**

<table>
<thead>
<tr>
<th>TIME TO BREAK EVEN</th>
<th>EXISTING CITY STREET LIGHTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Years)</td>
<td>Wattage</td>
</tr>
<tr>
<td>100 W</td>
<td>6.4</td>
</tr>
<tr>
<td>150 W</td>
<td>9.6</td>
</tr>
<tr>
<td>200 W</td>
<td>11.0</td>
</tr>
<tr>
<td>250 W</td>
<td>17.4</td>
</tr>
<tr>
<td>400 W</td>
<td>12.6</td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>Wattage</th>
<th>Total</th>
<th>Cost To Upgrade</th>
</tr>
</thead>
<tbody>
<tr>
<td>750</td>
<td>686</td>
<td>$315,320</td>
</tr>
</tbody>
</table>

**TOTAL (without SR410 Street Lights)**

<table>
<thead>
<tr>
<th>Wattage</th>
<th>Total</th>
<th>Cost To Upgrade</th>
</tr>
</thead>
<tbody>
<tr>
<td>686</td>
<td></td>
<td>$256,359</td>
</tr>
</tbody>
</table>

**Notes:**

1. The only 250 W street lights are on SR410. So, until WSDOT allows LED Upgrades to occur, these street lights would not be included in the program.

2. Total Luminaires does not include street lights that WSDOT pays for at traffic signal intersections.

3. Total Luminaires does include non-cobra-head street lights.

4. Total Luminaires does not include lights in City owned parking lots, parks, sewer lift stations, or water booster pump stations.

5. All new construction in residential areas and other new street lights are required to use LED luminaires only.