

CITY COUNCIL MEETING

**March 24, 2009
7:00 P.M.**

AGENDA



"Where Dreams Can Soar"

The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.

Website: www.ci.bonney-lake.wa.us

SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: *If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address such items on the "Consent Agenda" should do so during the "Citizen Comments" portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before taking action. Please look for the sign-up sheets near the Council Chamber doorway. (See Item II B. for Citizen Comments on other items of City business.)*

I. CALL TO ORDER – Mayor Neil Johnson, Jr.

A. Flag Salute – Mayor Neil Johnson, Jr.

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Jim Rackley.

[Management Staff expected to be in attendance: City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

3. Presentations: [A 1.2]

a. **Proclamation in Support of the 2010 Federal Census.**

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the "Consent Agenda" should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.

C. Correspondence: [A 1.2]

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee
- B. Community Development Committee
- C. Public Safety Committee
- D. Other Reports

IV. CONSENT AGENDA:

The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

- A. **Approval of Corrected Minutes:** [March 3, 2009 Council Workshop](#) and [March 10, 2009 Council Meeting](#).
- B. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #54796 thru #54845 (including wire transfer # 2262009) in the amount of \$686,845.11. Accounts Payable checks/vouchers #54846 in the amount of \$95.29 for utility account refunds. Accounts Payable checks/vouchers #54847 thru 54852 in the amount of \$311.21 for utility account refunds. Accounts Payable checks/vouchers #54853 thru 54939 (including wire transfer # 4492468) in the amount of \$143,341.91.
- C. **Approval of Payroll:** Payroll for March 1-15th, 2009 for checks 28082-28111 including Direct Deposits and Electronic Transfers in the amount of: \$ 387,580.83.
- D. **AB09-27 – Resolution 1916** – Authorizing a Renewed Contract for Access to County GIS Systems with Pierce County for a Term of 5 Years Starting January 1st 2009 Ending in December 31st 2013.
- E. **AB09-28 – Resolution 1917** – 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.
- F. **AB09-39 – Resolution 1920** – Authorizing an Agreement with Bonney Lake Food Bank to Operate the Concession Stand at Allan Yorke Park for May 2009 until April 2010.
- G. **AB09-47 – Resolution 1925** – Authorizing a Construction Services Agreement with CTI Inc. to Remove Excess Dirt from the Future Public Works Maintenance Facility off of 96th Street East.
- H. **AB09-50 – Resolution 1926** – Authorizing a Professional Services Agreement with Stripe Rite, Inc. for the 2009 Street Striping Project.
- I. **AB09-52 – Resolution 1927** – Authorizing a Water Developer Extension Agreement with Lakeland East LLC for the Lakeland Planning Area 16 Developments.
- J. **AB09-53 – Resolution 1928** – Authorizing a Water Developer Extension Agreement with Lakeland East LLC for the Lakeland Planning Area 7 Development.
- K. **AB09-54 – Resolution 1930** – Authorizing a Water and Sewer Developer Extension Agreement with Mr. Bart Tracy for the Tracy Long Plat.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- A. AB09-38 – Ordinance D09-38** – Amending Section 19.04.050 of the Bonney Lake Municipal Code Relating to the Annual Adjustment of Transportation Impact Fees.
- B. AB09-49 – Resolution 1929** – Adopting the Street Tree Master Plan as Complete.

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

X. ADJOURNMENT

For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA



PROCLAMATION

WHEREAS, Article I, Section 2 of the Constitution of the United States provides for a decennial census, and

WHEREAS, an accurate census count is vital to our community and residents' well-being by helping planners determine where to locate schools, day-care centers, roads and public transportation, hospitals and other facilities, and is used to make decisions concerning business growth and housing needs; and

WHEREAS, more than \$300 billion per year in federal and state funding is allocated to states and communities based on census data; and

WHEREAS, census data ensure fair Congressional representation by determining how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts; and

WHEREAS, the 2010 Census creates jobs that stimulate economic growth and increase employment opportunities in our community; and

WHEREAS, the information collected by the census is protected by law and remains confidential for 72 years;

NOW, THEREFORE, I, Neil Johnson, Jr., Mayor of the City of Bonney Lake, do hereby proclaim Bonney Lake's commitment to partner with the U.S. Census Bureau to help ensure a full and accurate Census count in 2010. As a 2010 Census partner, we will:

- Support the goals for 2010 Census complete count, and will disseminate 2010 Census information to encourage those in our community to participate;
- Encourage people to become informed as to the purposes and uses of the census to raise overall awareness of the 2010 Census and ensure a full and accurate census;
- Cooperate and coordinate with community based groups to advocate on behalf of the 2010 Census;
- Support census takers as they help our community complete an accurate count;
- Call upon Congress and the Census Bureau to collect and distribute useful and timely community information as a result of the decennial census process.

- Signed this 24th day of March, 2009

Neil Johnson, Jr., Mayor

CITY COUNCIL WORKSHOP

**March 3, 2009
5:30 p.m.**

MINUTES

City of



“Where Dreams Can Soar”

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Website: www.ci.bonney-lake.wa.us

Audio Time Stamp ↓

Call to Order:

Mayor Neil Johnson, Jr. called the Workshop to order at 5:32 p.m.

Roll Call: [A1.3]

City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember David King and Councilmember James Rackley.

[Staff Members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Community Development Director John Vodopich, Police Chief Mike Mitchell, Public Works Director Dan Grigsby, Community Services Director Gary Leaf, City Attorney Jim Dionne, Administrative Services Director/City Clerk Harwood Edvalson and Records & Information Specialist Susan Duis.]

Agenda Items:

5:33:32

1. **Council Open Discussion:**

Mayor Johnson announced that he would be leaving the Workshop at 6:00 p.m. to visit Liberty Ridge Elementary and participate in a PTO program to read to kids. He planned to read ‘Yertle the Turtle’ during the event.

Coffee & Conversation with the Mayor

Councilmember Rackley said he attended the first ‘Coffee and Conversation’ with Mayor Johnson on Monday, March 2, 2009. Mayor Johnson said he has asked the City Attorney to research an issue brought up by a citizen about an area doctor. Councilmember King asked if the Mayor had scheduled which councilmember would be attending each coffee. Mayor Johnson asked councilmembers to let him know their availability if they want to participate in the event, which will be scheduled on the first Monday each month at 9:00 a.m. at the Senior Center.

Lions 4 Kids’ Celebration

Deputy Mayor Swatman said Lions 4 Kids is celebrating their new facility with an event on Sunday, March 8, 2009 from 1:00-5:00 p.m. He invited everyone to attend.

Sumner Sewer Meeting

Deputy Mayor Swatman said he attended a meeting with Sumner on the sewer system on February 25, 2009. He said the City has a cost sharing agreement with Sumner and issues like rebuilding the flood wall, facilities and capacity issues should be considered. He suggested the Council discuss these issues at a future workshop. Mayor Johnson said he has asked Public Works Director Grigsby to review the City’s options.

City Budget

Deputy Mayor Swatman said the budget needs to be carefully reviewed at the Council Retreat this spring. He said revenues are down significantly but not much has been cut from the budget yet. Councilmember King said the Council should look at short term as well as long-range effects of the downturn in the economy. He said the current City administration has worked hard to remain transparent about projects and funds, and have not raised taxes much at a time when many are worried about how their tax dollars are being used. He noted some positive news, such as City project bids coming in far below engineer's estimates. He said citizens should know the City is prepared for a worse case scenario and the Council's vision is not being affected by economic panic.

Council Retreat

Councilmembers discussed when to schedule the Council Retreat and what topics should be discussed. The retreat was set for Saturday, March 28, 2009 for an all-day session. Councilmembers expressed their preference to hold the retreat locally.

Animal Services Contract

Councilmember King said Metro Animal Services briefed the Public Safety Committee on services at their meeting March 2, 2009. He said they can provide much better metrics about the number of calls coming in from different areas. He said in Bonney Lake, the number of animals reported in January was the same as the three-month average last year. He said costs go up as calls increase and the City is due to renegotiate the interlocal agreement for these services soon. He suggested the item be discussed at the Council retreat along with other budget items.

Parliamentary Procedures

Councilmember Decker noted the Councilmembers received the 4th edition of Sturgis' 'Rules of Parliamentary Procedures' this week. City Administrator Morrison said the Council adopted the 4th edition when it adopted its revised Council rules in 2008.

State Stimulus Package

Councilmember Hamilton asked if the City submitted any requests for stimulus funds for sewer, water and road improvements, as the deadline is March 7, 2009. Public Works Director Grigsby said the City does not have any 'shovel ready' projects that meet the criteria at this time. City Administrator Morrison said the Executive Assistant is researching possible funding options now. Mr. Morrison also spoke with State Representative Dave Reichert, but no one has information about what funding will come to the 8th District yet. He said chances for funding coming to Bonney Lake seem slim but they will keep working on options. Councilmember Decker said the stock market is falling and will get worse, and appreciates the Mayor's work to keep things above board.

City's 60th Birthday Celebration

Councilmember Carter thanked staff for their work on the City's 60th Birthday celebration on February 28th. She said the new portion of Main Street is now open, also.

Bonney Lake Conservation Association

Councilmember Carter said the Conservation Association is holding a Rain Garden class with Stream Team. She said residents on Lake Bonney are interested in installing

rain gardens on their properties. Councilmember Carter asked Community Services Director Leaf to bring a sample of the Lake Bonney swale to the class to be analyzed.

5:58:32

2. **Review of Council Minutes:** February 17, 2009 Council Workshop and February 24, 2009 Council Meeting.

Councilmember Carter noted that “Pierce” is misspelled on p.3 of the February 24, 2009 Minutes. By Council consensus, the minutes were moved forward with the correction to the March 10, 2009 Meeting.

Mayor Johnson left the Council Workshop at 5:59 p.m.

5:59:24

3. **Presentation and Discussion:** Street Tree Master Plan.

Community Services Director Leaf said the draft Street Tree Master Plan has been available for public comment on the City website for about a year. The plan was prepared by Michelle Whitfield, a former City employee who was retained as a consultant for this project. One third of the \$10,000 cost to develop the plan was covered by a grant from the Washington State Department of Natural Resources. The plan is part of the Community Forestry plan and applies only to city-owned properties and right-of-ways in Bonney Lake. The plan recommends species that provide beautification, clean air, and traffic calming without interfering with power lines or damaging roads and sidewalks. The cost to implement the full plan is estimated at \$1 million over 10 to 20 years. The cost to maintain the 3,000 trees in the plan once they are planted and established would be about \$30,000 per year.

Councilmember King said in discussions about urban forestry, there was a focus on using native plants, but most of the plants in the plan are not native species. Director Leaf said evergreens are a common native plant but should not be planted close to roads. He said evergreens could be planted along the SR 410 corridor. Some native plants including maple trees are included in the plan, but others were selected for maintenance, color, etc. Councilmember Carter said spacing, width and height were also considered. She said native plants require less water usage to maintain.

City Administrator Morrison said the Street Tree Master Plan serves as an operational guide and identifies City streets and arterials that should have trees. He said the City’s goal is to maintain ‘Tree City USA’ status and implement parts of the plan over time. Councilmembers spoke in favor of adopting the plan and looking to the future. Councilmembers discussed funding options including using City funds, grants, donations and assistance from volunteers. Council consensus was to bring the plan forward as a resolution to the March 10, 2009 Meeting.

6:21:05

4. **Discussion:** AB09-38 – D09-38 – Temporary Freeze of Transportation Impact Fee Rate at 2008 Level.

Deputy Mayor Swatman said the Transportation Impact Fee rate increased 21.7% in 2009. Councilmembers discussed how the proposed ordinance would affect development and available funds. Councilmember Rackley said a sales tax incentive program like the one recently passed for Easttown and Downtown development would

be a better solution. He said freezing the TIF rate eliminates funds needed for necessary road improvements. Councilmember Hamilton said the City's rates are based on a study by Transpro, and the standards should be the same for all cities setting rates. He asked why Bonney Lake's rates are higher for some types of development, like single-family residential, than other area cities. Public Works Director Grigsby said the standards are the same, but a growing city needs more road improvements than an established City like Tacoma or Renton, so the costs of development are higher. He said each time the Transportation element of the Comprehensive Plan is revised the base line for TIF rates are reset. These rates are adjusted annually between Comprehensive Plan amendments. The Council changed the index used to adjust TIF rates from the Engineering News Record Construction Cost Index (CCI) to the WA State Department of Transportation CCI in 2008 (Ordinance 1284). He said the DOT CCI rate went up 21.7% on January 1, 2009, while the Engineering News Record CCI went up about 3.85%. Director Grigsby said the index is calculated each October and the rate may go down in October 2009 due to falling oil prices. City Administrator Morrison added that the new rate assumes \$4.00 per gallon fuel costs and bids coming in 30% over engineer's estimates, while gas is closer to \$2.00 per gallon and bids come in 30% under estimates today.

Councilmember Swatman provided councilmembers with an example of the City's fees for a restaurant, using Applebee's as an example. The estimated cost of fees and permits for this business is \$426,000. By comparison, Tukwila's total was \$201,000 and Auburn's was \$209,000. He said TIF fees are part of the costs, and there may be a better way to attract businesses. He noted that the proposed ordinance would not allow TIF rates to increase until 2011 at the earliest. Councilmembers King, Rackley, Decker and Bowen said they supported the proposed ordinance.

Councilmembers asked which, if any, businesses did not locate in Bonney Lake due to City fees. City Administrator Morrison said both Red Robin restaurants and the Fennel Creek Apartment developer said fees were an issue and/or made a project unfeasible in Bonney Lake. Deputy Mayor Swatman said the Council should review all development fees, as TIF fees are only part of the cost to developers. The proposed ordinance was moved forward by Council consensus to the March 10, 2009 Meeting.

6:55:57

5. **Discussion:** Council Retreat Topics and Date(s).

The Council discussed a proposed retreat date of March 28, 2009 and potential topics during open discussion. Deputy Mayor said some proposed agenda items, such as code enforcement and municipal code updates, might be better suited to regular workshop discussion. Discussion of Council Retreat topics was continued to the March 17, 2009 Workshop for continued discussion.

At 7:00 p.m., Deputy Mayor Swatman called for a five-minute break, to be followed directly by an Executive Session.

7:05:31

6. **Executive Session:**

Pursuant to RCW 42.30.110(1)(b) and RCW 42.30.110(1)(i) the City Council adjourned to an Executive Session with the City Attorney at 7:05 p.m. to discuss potential

litigation and property acquisition for twenty minutes. The Workshop reconvened at 7:29 p.m.

7:29:20

7. **Adjournment:**

At 7:29 p.m., Councilmember Bowen moved to adjourn the workshop. Councilmember Rackley seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

No items were submitted to the Council Workshop of March 3, 2009.

CITY COUNCIL MEETING

**March 10, 2009
7:00 P.M.**

MINUTES



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Audio Time
Stamp ↓

I. CALL TO ORDER – Mayor Neil Johnson 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: [A 1.3]

City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton and Councilmember Dave King. Councilmember Jim Rackley was absent.

[Staff members in attendance were City Administrator Don Morrison, City Attorney Jeff Ganson, Chief Financial Officer Al Juarez, Community Development Director John Vodopich, Police Chief Mike Mitchell, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson and Records & Information Specialist Susan Duis.]

Councilmember Decker moved to excuse Councilmember Rackley’s absence from the Meeting. Councilmember King seconded the motion.

Mayor Johnson said Councilmember Rackley and Public Works Director Grigsby were attending a meeting of the Pierce County Regional Council related to federal stimulus package funding, and were therefore unable to attend the Council Meeting.

Motion approved 6 – 0.

C. Announcements, Appointments and Presentations: [A 3.6.9]

1. Announcements:

Mayor Johnson noted upcoming events including the Bonney Lake Easter Egg Hunt on April 11, 2009 at 11:00 a.m. at Allan Yorke Park. He said he and Councilmembers Carter, Rackley, King and Swatman attended the celebration for the new Lions 4 Kids House on March 8, 2009. The City was presented with a certificate of appreciation for its contributions.

2. Appointments:

- a. **AB09-48** – A Motion of the Bonney Lake City Council Confirming the Mayor’s Reappointment of Planning Commissioners Randy McKibbin, ~~Dennis Poulsen~~ and Grant Sulham; Design Commissioners David Colbeth, Paul Webber and Raymond Bunk III; and Park Board Commissioners Brian Cebe and Richards Rawlings.

**Deputy Mayor Swatman moved to approve the motion.
Councilmember Decker seconded the motion.**

Mayor Johnson said the City realized that Dennis Poulsen moved out of the City and is no longer eligible to serve on the Planning Commission. Mr. Poulsen will finish his term, which expires April 6, 2009. Mayor Johnson said there are currently no Planning Commissioners who live in Ward 1 or Ward 5, and encouraged residents of those areas to apply to serve on the commission.

Motion approved 6 – 0.

3. Presentations: None.

D. Agenda Modifications:

Deputy Mayor Swatman made a motion to move AB09-45, Full Council Issues Item A., to the March 24, 2009 Workshop as an action item. Councilmember Carter seconded the motion.

Deputy Mayor Swatman explained that staff is still working on the draft ordinance and asked that it be pulled for consideration at a later date.

Motion approved 6 – 0.

7:06:29

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None. [A 3.6.12]

B. Citizen Comments: [A 1.5]

Merry Pantaleo, 18802 111th St E, Bonney Lake, invited the Council and Mayor to attend the Community Summit on March 26, 2009 at Calvary Community Church. The free event is sponsored by the Community for Families Coalition, and the speaker this year will focus on youth engagement. Mayor Johnson said City staff will present “Sidewalk & Street Lights – Safe Travel” at the summit. Deputy Mayor Swatman said he has attended this event in the past and highly recommends it.

Mayor Johnson added that he attended a youth summit at Bonney Lake High School last week and had given councilmembers notes on the event. Students said drugs are an issue in area high schools, and said they would like to see more restaurants, a recreation center and a bowling alley in Bonney Lake.

Joyce Labender, 17807 77th St E, Bonney Lake, said her security system has had three false alarms recently and she was charged \$100 by the City. She said the last time it went off, she asked the police to check her property. They told her they came out and the perimeter looked good, but they could not have seen her whole property unless they went over the fence. She said she has called the alarm company to check the system, but it is not fair to be penalized for something she has no control over. She said she cannot afford the fee on her budget. Mayor Johnson asked Ms. Labender to give her contact information to the Police Chief. He confirmed that the City code is that a fee is assessed after three false alarms. Community Services

Director Gary Leaf said false alarms are very common, and the City should ensure people are aware of the fees for false alarms.

- C. Correspondence: None. [A 1.2]

7:12:54

III. COUNCIL COMMITTEE REPORTS: [A 3.6.4]

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening, and discussed extending the Allan Yorke Park snack shack lease with the Bonney Lake Food Bank, renewing the Pierce County GIS Service contract and digital orthophotography subscription, and a request for proposals for utility billing services. He said the Council should work on a long-range budget model to plan for the future.
- B. Community Development Committee: Councilmember Bowen said the committee met on March 9, 2009 and forwarded Resolutions 1921, 1922 and 1923 to the current meeting agenda.
- C. Public Safety Committee: Councilmember King said the committee met March 2, 2009 and heard a presentation from Metro Animal Services related to service calls, improvements, and costs. He said he expects service costs to increase when the City renegotiates its contract with Metro in the coming months.
- D. Other Reports: None.

7:15:43

IV. CONSENT AGENDA: [A 3.6]

- A. **Approval of Corrected Minutes**: February 17, 2009 Council Workshop and February 24, 2009 Council Meeting.
- B. **Accounts Payable Checks/Vouchers**: Accounts Payable checks/vouchers #54613 thru #54680 (including wire transfer #'s 11509, 81508, 91508, 101508, 111708, 121508, 970427, 970428, 4426789 & 23913739) in the amount of \$1,482,375.03. Accounts Payable checks/vouchers #54681 thru #54795 (including wire transfer #'s 200901, 338001, 338002, 338003, 338004, 338005, 338006, 338007, 338008, 338009, 338010, 338011 & 338012) in the amount of \$390,190.73.
- C. **Approval of Payroll**: Payroll for February 1-15th, 2009 for checks 28013-28044 including Direct Deposits and Electronic Transfers in the amount of: \$ 371,116.88; and Payroll for February 16-28th, 2009 for checks 28045-28081 including Direct Deposits and Electronic Transfers in the amount of: \$ 543,334.18.
- D. **AB09-43 – Ordinance 1309** – An Ordinance of the City of Bonney Lake, Pierce County, Amending the City of Bonney Lake Employee Classification and Compensation Plan to Include a Salary Differential for any Regular Employee of the City Called to Active Military Duty for More than Thirty (30) Consecutive Days.
- E. **AB09-44 – Ordinance 1310** – An Ordinance of the City of Bonney Lake, Pierce County, Amending Section 2.70.090 of the Bonney Lake Municipal Code and the

Corresponding Portion of Ordinance No. 1251 Relating to the Use of Credit Cards in the Procurement and Disposition of Goods and Services for the City.

- F. **AB09-05 – Resolution 1909** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign an Agreement with Bruce Dees to Design a Trail and Bridge for the Safe Routes to School Project.
- G. ~~**AB09-40 – Resolution 1921**~~ – ~~A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with RH2 Engineering for the Design of the Leaky Water Main Replacement Project, Phase 2B.~~ *Moved to Community Development Issues, Item A.*
- H. **AB09-41 – Resolution 1922** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign the Closeout Loan Agreement with the Public Works Trust Fund Loan Board (Loan 06-962-pre-101).
- I. **AB09-42 – Resolution 1923** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Awarding the SR410 16-Inch Sanitary Sewer Replacement Contract to Pape and Sons Construction, Inc.

Resolution 1921 was moved to Community Development Committee Issues, Item A., for discussion.

Councilmember King said important items are sometimes approved on the Consent Agenda without any discussion. He said he wanted to highlight Ordinance 1309, and it is important for the City to make up the difference in salary for those who are called to serve in the military. He said this Ordinance is especially important to himself and others as a veteran. Councilmember Bowen agreed and said though he is not a veteran, many people in the community serve their country, and he is very proud to vote in favor of this Ordinance.

Councilmember Decker moved to approve the Consent Agenda as modified. Councilmember Carter seconded the motion.

Consent Agenda approved 6 – 0.

V. FINANCE COMMITTEE ISSUES: None.

7:19:10

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- A. **AB09-40 – Resolution 1921** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with RH2 Engineering for the Design of the Leaky Water Main Replacement Project, Phase 2B.

Deputy Mayor Swatman moved to approve Resolution 1921. Councilmember King seconded the motion.

Deputy Mayor Swatman said the proposed contract includes design of a sidewalk, and asked whether it is appropriate to use water funds to pay for this item. City Attorney Ganson said if sidewalk installation is required when improvements are made, it would seem to be an appropriate use of enterprise funds.

Deputy Mayor Swatman moved to table Resolution 1921 to the March 24, 2009 Workshop as an action item. Councilmember Bowen seconded the motion.

Motion approved 6 – 0.

7:22:35

VII. PUBLIC SAFETY COMMITTEE ISSUES:

- A. **AB09-35 – Ordinance 1311** – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Chapter 9 of the Bonney Lake Municipal Code to Create a New Section 9.35 Relating to Public Nudity.

Councilmember Decker moved to approve Ordinance 1311. Councilmember King seconded the motion.

Councilmember Bowen moved to amend Ordinance 1311 to remove the sentence: “Whereas, it is in the public interest to maintain the social order, morality, health, welfare, and safety of the citizens of Bonney Lake.” Councilmember Decker seconded the motion.

Councilmember Bowen said the Council will very likely pass the proposed ordinance, and he is in favor of it. However, he said he finds the wording about social order, morality, health, welfare and safety is untenable when related to alcohol, tobacco and gambling. He said the overuse of alcohol, which is a legal, regulated substance, can do immense damage and is much more dangerous to society than public nudity.

Motion to amend the ordinance failed 2 – 4. Deputy Mayor Swatman and Councilmembers Carter, King and Hamilton voted no.

Councilmember King said the State legislature is currently reviewing, and will likely pass, a measure that would make an exception to any public nudity ordinance for breast feeding in public. He noted that proposed Ordinance 1311 is consistent with expected state law, per BLMC Section 9.35.040. Councilmember Decker called for the question.

Original main motion approved 6 – 0.

VIII. FULL COUNCIL ISSUES:

- A. ~~AB09-45 – Ordinance D09-45~~—An Ordinance of the City of Bonney Lake, Pierce County, Washington, Relating to the Permit and Permit Application Extensions and Amending Section 15.04.081 of the Bonney Lake Municipal Code and the Corresponding Sections of Ordinances 1308, 1230, and 1035.

This item was pulled from the agenda during Agenda Modifications.

IX. EXECUTIVE SESSION: None.

7:28:20

X. ADJOURNMENT:

At 7:28 p.m. Councilmember Bowen moved to adjourn the meeting. Councilmember Hamilton seconded the motion.

Motion approved 6 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

No items were submitted to the Council Meeting of March 10, 2009.

**ACCOUNTS PAYABLE AND
UTILITY REFUND CHECKS/VOUCHERS**

3/24/2009

Accounts Payable checks/vouchers #54796 thru #54845 (including wire transfer # 2262009) in the amount of \$686,845.11.

Accounts Payable checks/vouchers #54846 in the amount of \$95.29 for utility account refunds.

Accounts Payable checks/vouchers #54847 thru 54852 in the amount of \$311.21 for utility account refunds.

Accounts Payable checks/vouchers #54853 thru 54939 (including wire transfer # 4492468) in the amount of \$143,341.91.

PAYROLL CERTIFICATION

Payroll for March 1-15th, 2009 for checks **28082-28111** including Direct Deposits and Electronic Transfers in the amount of: **\$ 387,580.83.**

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

<u>Department/Staff Contact:</u> Chuck McEwen	<u>Council Meeting Date:</u> MARCH 24 TH 2009	<u>Agenda Item Number</u> 09-27
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 1916	<u>Councilmember Sponsor:</u>

<u>BUDGET INFORMATON</u>			
This was budgeted for \$15,000.00 in 2009 and in 2010.			
<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
001-000-016-518-80-042-00	\$15,00.00	\$15,000.00	\$0.00
<u>Explanation:</u> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A RENEWED CONTRACT FOR ACCESS TO COUNTY GIS SYSTEMS WITH PIERCE COUNTY FOR A TERM OF 5 YEARS STARTING JANUARY 1 ST 2009 ENDING IN DECEMBER 31 ST 2013.			

<u>Administrative Recommendation:</u> Recommend approval.

<u>Background Summary:</u> This is a renewed agreement with Pierce County for community information/network services agreement for access to County Systems. The term of this agreement shall commence on the 1 st day of January, 2009 and shall, unless terminated or renewed elsewhere in the agreement terminate on 31 st day of December, 2013. The scope of services is outlined in Exhibit A, which include access to the Pierce County Wide Area network. This is a renewal of a contract originally approved on April 11 th , 2000. Estimated annual cost is \$15,000 and has been budgeted for in the 2009-2010 budgets. This agreement allows use County GIS systems.

<u>Council Committee Dates:</u> Finance Committee: 3/10/09 Public Safety Committee: Community Development & Planning Committee: Council Workshop:	<u>Agency/Commission Dates:</u> Planning Agency : Design Commission: Civil Service Commission:	<u>Board/Hearing Examiner Dates:</u> Park Board: Hearing Examiner:
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<u>Council Action:</u>		
Council Call for Hearing:	Council Hearings Date: 03/24/09	
Council Referred Back to:	Workshop:	Committee
Council Tabled Until:	Council Meeting Dates:	

<u>Signatures:</u>		
Dept. Dir.	Mayor 	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 NETWORK SERVICES AGREEMENT #66127 (GIS)

RESOLUTION # 1916

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 INFORMATON

BUDGETED ITEM: YES TOTAL COST: \$15,000.00

(Note: If budgeted item, attach copy of budget page and identify)

Table with 4 columns: 2009 Budget Amount, Required Expenditure, Impact, Remaining Balance. Values: \$15,000.00, \$15,000.00, \$15,000.00, \$0.00

Explanation: This is a renewed agreement with Pierce County for community information/network services agreement for access to County Systems. The term of this agreement shall commence on the 1st day of January, 2009 and shall, unless terminated or renewed elsewhere in the agreement terminate on 31st day of December, 2013. The scope of services is outlined in Exhibit A, which include access to the Pierce County Wide Area network and more specifically Pierce County GIS applications and GIS data storage. This is a renewal of a contract originally approved on April 11th, 2000. Estimated annual cost is \$15,000 and has been budgeted for in the 2009-2010 budgets. This agreement allows the continued use of County GIS systems.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Table with 4 columns: Name, DATE, APPROVED, DISAPPROVED. Rows for Dan Swatman, Dave King, James Rackley with handwritten dates and signatures.

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

RESOLUTION NO. 1916

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A RENEWED CONTRACT FOR ACCESS TO COUNTY GIS SYSTEMS WITH PIERCE COUNTY FOR A TERM OF 5 YEARS STARTING JANUARY 1ST 2009 ENDING IN DECEMBER 31ST 2013.

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

AGREEMENT FOR ON-LINE ACCESS TO COUNTY INFORMATION SYSTEMS

The terms of this Agreement will remain in full force and effect for a five (5) year period ending on December 31st, 2013, subject to thirty (30) days written notice of termination by either party to the other.

The parties, in consideration of the terms and conditions described below, agree as follows:

SCOPE OF SERVICE

- 1) 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 and all other resources necessary to use the Service under this agreement.

FEE FOR SERVICE

- 2) 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 statement 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

- 3) Requestor represents and agrees that the 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**
- 4) 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.
- 5) 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.
- 6) 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 Pierce County data to other persons 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 Section 2).

- c) Maintain the proprietary nature of Pierce 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**.

- 7) **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.
- 8) **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; or
 - f) which, without the approval of the **County**, contains any advertising, promotion or solicitation of goods or services for commercial purposes.
 - g) which allows unauthorized access to **County** data and systems.
- 9) Subject to the terms of this Agreement, the **County** grants to **Requestor** and authorized users a personal, non-exclusive, nonassignable and nontransferable license to use and display the software (referred to as Software) provided by or on behalf of **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 **County**.

LIABILITY

- 10) 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.
- 11) 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** 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 **County's** conduct relating to this agreement. There are no third party rights created by this agreement.

SYSTEM OPERATIONS

- 12) The **County** retains the right to modify current systems at its discretion. The **County** will make no systems modifications on **Requestors'** behalf unless specifically detailed in Exhibit A. The **Requestor** is responsible for ascertaining the impact of changes on their business.
- 13) **Requestor** agrees that each and every person given the right to access **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 to Pierce County Information Technology Department with written request for security access.
- 14) **Requestor** understands that priority is assigned to regular **County** work which may require a reasonable delay in responding to **Requestors'** requirements from time to time. The **County** shall not be held liable for service interruptions.
- 15) **Requestor** is to provide and maintain all required service components necessary to connect to **County** services in the manner authorized by the **County**.
- 16) **Requestor** is to ensure that all equipment and software used to access the Pierce County systems defined in Exhibit A, will be compatible with existing **County** configurations.

- 17) **Requestor** agrees to keep the **County** informed of any network connectivity between **Requestor** and other organizations.
- 18) **Requestor** understands and agrees that on-line 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 on-line access may be available outside of these hours. The **County** shall not be held liable if the system/network is off-line and not accessible.

CONTACTS

- 19) The **County** will provide a list of contacts to administer the Services provided under this agreement.
- 20) **Requestor** will provide the names of at least two (2) of their employees who will be the primary contacts with Pierce 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 Pierce County.
- 21) **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**.

SPECIAL PROVISIONS

- 22) Special provisions are listed in Exhibit D.

EXHIBIT A

SCOPE OF SERVICES

Exhibit A - On-Line Services from Pierce County

Requestor:	City of Bonney Lake	Contract #:	66127	Calendar Year Rates Shown:	2008
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System Name:	Pierce County Wide Area Network
Description of System:	The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.
Steward:	Information Technology Dept.

Services		Charges	
	All services listed are offered but may not be applicable. This will depend upon the connection Requestor and Pierce County Information Technology Dept. Specialist determine is best for the application.		
One-time setup:	Information Technology Dept. will set up accounts with passwords for a list of users provided by the Requestor for each system included in this Exhibit A.	Information Technology Dept. charges:	1) User account setup is included as part of monthly user fees (see on-going charges).
Training:	No training offered.	Information Technology Dept. charges:	N/A
Ongoing Charges:	<p>The Wide Area Network monthly charge is a utilization fee charged to all users on the network that pays for resources necessary to maintain and enhance the network.</p> <p>Information Technology Dept. will set up accounts with passwords for any new users for each system included in this Exhibit A.</p> <p>Service Desk level one connectivity phone support.</p> <p>Direct services specifically outlined in this exhibit A are:</p> <ul style="list-style-type: none"> ➤ Configuration and connectivity assistance ➤ Desktop and Network Support for County supported products 	Information Technology Dept. charges:	<p>1) Wide Area Network charge of \$12.20 per external user per month². Service Desk level one connectivity phone support and account setup/deletion included in this monthly charge.</p> <p>2) Additional Wide Area Network connection fee of \$12.20 per user per month² for all users connecting via the Internet.</p> <p>3) Direct services outlined in this contract will be charged at our personnel rate of \$83.00 per hour¹ in 15 minute increments.</p>

Other:	Communications Links:	Requestor agrees to pay all installation and monthly telecommunications charges for lines used to access Pierce County.
	Security:	<p><u>Remote Access Authorization:</u> Requestor agrees to use remote authentication keyfob for each unique user accessing Pierce County when outside of the county's infrastructure. User keyfobs will be returned to Pierce County within 15 days of termination of their account access. A fee equivalent to the current cost of purchasing a keyfob will be charged to the contracting agency to replace any lost keyfobs.</p> <p><u>Encryption:</u> 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.</p>

¹ Hourly rate to be used will be the Information Technology Dept. personnel hourly rate which changes each calendar year. 2008 is \$83.00.

² Monthly rate to be used will be the Monthly User Fee for Pierce County which changes each calendar year. 2008 rate is \$12.20 per user per month.

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

Pierce County Information Technology Dept. Director

Date

Pierce County IT Operations Manager

Date

Requestor

Date

Exhibit A - On-Line Services from Pierce County

Requestor:	City of Bonney Lake	Contract #:	66127	Calendar Year Rates Shown:	2009
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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

Services		Charges	
Use of CVWeb and CVPro	CountyView applications have been in production since 1998 at Pierce County. The CountyView suite of software has been customized and optimized for local government business functions and includes data management for over 800 themes of data, owner-notify tools, locate function, and quick map production. CVWeb is a web-based application that contains efficient searching, viewing, reporting and basic mapping functionality. Simple data creation tools are provided. Clients are responsible for ensuring the functionality in CVWeb will meet their business needs. CVPro is based on ESRI's ArcGIS and includes advanced functionality such as spatial analysis, customized mapping, attribute and feature editing, and data conversion tools.	CVWeb = \$1,300/ea/yr CVPro = \$3,800/ea/yr Agencies with nine or more users can choose to pay an annual fee for any combination of the two applications. Cost is \$21,630 + \$1,080/per user over nine.	Total based on options and number of users
GIS Hardware	To connect to Pierce County's CVWeb application, the agency will share the use of a clustered GIS internet server with other agencies. CVPro users will connect to an internal ArcGIS server that is also shared between the online agencies and will have access to the extensions and customized tools that Pierce County has acquired or designed. For either application, the servers will be equipped with the necessary software licenses to serve the users' needs. The user's login/password must be protected to keep use at acceptable levels of performance	No extra fee	Included
CVWeb and CVPro Agency Support	Analyst assistance for up to a maximum of 180 hours/yr/agency for all GIS applications. Support includes: <ul style="list-style-type: none"> - on-call phone support, technical advice, and troubleshooting related to the CV application during regular County business hours - training on advanced functionality within the CV application - monthly onsite user meetings if requested <p>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 \$150 per each CVPro user for materials which is charged separately upon completion of training. Other training options exist and can be discussed.</p>	CVWeb = 12 hrs/ea/yr CVPro = 20 hrs/ea/yr (up to a maximum of 180 hrs/yr/agency for all applications) ¹	Included

CountyView Maintenance	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.	No extra fee	Included
The GIS Community Service	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.	No extra fee	Included
Ortho Partner Option	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.	\$1,000/user/yr up to a maximum of \$7,500/agency/yr (if one user needs orthos, all users must have access – managed at agency level only)	Cost based on number of users up to maximum fee of \$7,500 per year per agency

Hours exceeding this amount will be billed at the Information Technology/GIS personnel hourly rate which changes each calendar year. (2009 rate is \$100/hr).

Agency support and CountyView maintenance rates are subject to yearly adjustment. Access by the Requestor to the above system at the calendar year rates shown is approved by:

Pierce County Information Technology Dept. Director

Date

Pierce County GIS Manager

Date

Requestor

Date

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:

First Name:		Middle Initial:	
Last Name:			
Office Phone:	-	-	Ext: _____
Email Address:			

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:

Keyfob #	Login Name Assigned	Systems Accessed
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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 Pierce County's data. No employee or agent of Pierce County is authorized to waive or modify this paragraph. If a user informs others that a product is based upon Pierce County's data, the County specifically requests and directs that the user also disclose the limitations contained in this paragraph and in paragraph 4.

2. Data Interpretation

Pierce County data is developed and maintained solely for County business functions, and use or interpretation of data by the Requestor or others is the 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"=200' and the city boundary data set 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 that 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 facilitating 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.

Requestor: _____ Authorized Agent: _____ Date: _____

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 that 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 that such threat no longer exists. 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 that 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 attached.

"Conditions of Use," Section 6

"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 6 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 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
Council Agenda Bill (C.A.B.) Approval Form**

<u>Department/Staff Contact:</u> Chuck McEwen	<u>Council Meeting Date:</u> MARCH 24 TH 2009	<u>Agenda Item Number</u> 09-28
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 1917	<u>Councilmember Sponsor:</u>

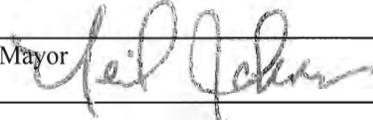
<u>BUDGET INFORMATON</u>			
This maintenance fee was budgeted for \$7,500.00 in 2009 and in 2010.			
<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
001.000.016.518.80.41.00	\$7,500.00	\$7,500.00	\$17,976.17
<u>Explanation:</u> A RESOLUTION OF THE CITY COUNCIL 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.			

<u>Administrative Recommendation:</u> Recommend approval.

<u>Background Summary:</u> 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.
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<u>Council Committee Dates:</u> Finance Committee: 3/10/09 Public Safety Committee: Community Development & Planning Committee: Council Workshop:	<u>Agency/Commission Dates:</u> Planning Agency : Design Commission: Civil Service Commission:	<u>Board/Hearing Examiner Dates:</u> Park Board: Hearing Examiner:
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<u>Council Action:</u>		
Council Call for Hearing:	Council Hearings Date: 03/24/09	
Council Referred Back to:	Workshop:	Committee
Council Tabled Until:	Council Meeting Dates:	

<u>Signatures:</u>		
Dept. Dir.	Mayor 	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 INFORMATON

BUDGETED ITEM: YES TOTAL COST: \$7,500.00

(Note: If budgeted item, attach copy of budget page and identify)

Table with 4 columns: 2009 Budget Amount, Required Expenditure, Impact, Remaining Balance. Values: \$7,500.00, \$7,500.00, \$7,500.00, \$17,976.17

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COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Table with 4 columns: Name, DATE, APPROVED, DISAPPROVED. Rows for Dan Swatman, Dave King, James Rackley with handwritten dates and signatures.

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

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 ___day of _____, 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 _____ day of _____, 20____.

SUBSCRIBER:

Name

(Signature) Date

Title of Signatory

City Attorney Date
Approved as to legal form only

Mailing Address:

Street Address, if different:

Contact Name: _____

Contact Phone: _____

COUNTY:

By _____
Deputy Prosecuting Attorney Date
Approved as to legal form only

Recommended:

By _____
Budget and Finance Date

Approved:

By _____
Department Director Date
(less than \$250,000)

or

By _____
Pierce County Executive Date
(\$250,000 or more)

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

<u>Department/Staff Contact:</u> Gary Leaf, Comm. Svcs. Dir.	<u>Council/Wrkshp Mtg Date:</u> 3/24/2009	<u>Agenda Bill Number</u> AB09-39
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<u>Ordinance Number:</u>	<u>Resolution Number:</u> 1920	<u>Councilmember Sponsor:</u>
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<u>BUDGET INFORMATON</u>			
<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
\$0	\$0	\$0	\$0

Explanation:

Agenda Subject:

A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with the Bonney Lake Food Bank to operate the City of Bonney Lake's concession stand at Allan Yorke Park.

Administrative Recommendation:

Recommend the City Council authorize the Mayor to sign the concession stand agreement.

Background Summary:

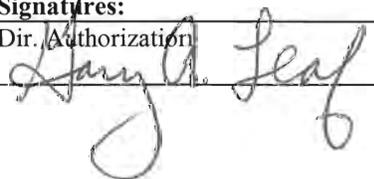
Staff and the Park Board recommend approving renewal of the concession stand for 2009. The Bonney Lake Food Bank also intends to operate the summer lunch program again this year. The stand will be made available to nonprofit entities at mutually agreed-upon times. Terms and conditions are the same as last year's agreement.

<u>Council Committee Dates:</u>	<u>Commission Dates:</u>	<u>Board/Hearing Examiner Dates:</u>
Finance Committee: 3/10/09	Planning Commission:	Park Board: 2/9/09
Public Safety Committee:	Civil Service Commission:	Hearing Examiner:
Community Development & Planning Committee:		
Council Workshops:		

Council Action:

Council Call for Hearing:	Council Hearings Date:	
Council Referred Back to:	Workshop:	Committee:
Council Tabled Until:	Council Meeting Dates:	

Signatures:

Dir. Authorization: 	Mayor: 	Date City Attorney Reviewed: Standard
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FINANCE COMMITTEE

DATE: March 10, 2009

ORIGINATOR: Gary Leaf

TITLE: Community Services Director

SUBJECT/DISCUSSION: A resolution of the City Council of the City of Bonney Lake, approving the Bonney Lake Food Bank to lease the concession stand at Allan Yorke Park for 2009-2010.

Staff and the Park Board recommend approving renewal of the concession stand for 2009. The Bonney Lake Food Bank also intends to operate the summer lunch program again this year. The stand will be made available to nonprofit entities at mutually agreed-upon times. Terms and conditions are the same as last year's agreement. The proposal is to allow the Food Bank to use this facility at no cost to them.

RESOLUTION: 1920

REQUEST OR RECOMMENDATION BY ORIGINATOR:

Discuss and forward to council with a recommendation to approve.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

MAYOR X
FINANCE DIRECTOR X
CITY ATTORNEY

BUDGET INFORMATON

BUDGETED ITEM: TOTAL COST: N/A

(Note: If budgeted item, attach copy of budget page and identify)

Table with 4 columns: 2009 Budget Amount, Required Expenditure, Impact, Remaining Balance. All values are N/A.

Explanation: No significant impact.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Table with 4 columns: Name, DATE, APPROVED, DISAPPROVED. Includes signatures and dates for Dan Swatman, Dave King, and James Rackley.

COMMITTEE COMMENTS: Pending Power Cost

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK FINANCE DIRECTOR CITY ATTORNEY

Please schedule for Council Meeting date of: March 24th, 2009

Consent Agenda - [] Yes [] - No

RESOLUTION NO. 1920

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH BONNEY LAKE FOOD BANK TO OPERATE THE CONCESSION STAND AT ALLAN YORKE PARK FOR MAY 2009 UNTIL APRIL 2010.

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 in "Attachment A."

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

Mayor Neil Johnson, Jr.

AUTHENTICATED:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

**CONCESSION AGREEMENT
FOR A FOOD CONCESSION STAND
AT ALLAN YORKE PARK**

This Agreement, by the City of Bonney Lake, Pierce County, Washington, hereinafter called the City, and **the Bonney Lake Food Bank**, Sole Proprietor, hereinafter called Concessionaire, is made on the following terms and conditions:

Concessionaire has applied for permission to operate a concession stand at Allan Yorke Park located within the City of Bonney Lake, Washington; and

Concessionaire has the necessary experience and personnel, and is willing to enter into this Agreement to operate said concession; and

The City desires to permit operation of concessions at said park which are consistent with and in furtherance of the public's use and enjoyment of the park;

Witnesseth, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. Grant, Term, and Operation of Concession

1.1 The City, acting pursuant to its vested authority, grants to Concessionaire, for the term and upon the conditions and provisions hereafter specified the right and privilege to operate and maintain a concession stand at Allan Yorke Park.

This grant is expressly conditioned on operation of a concession that is consistent with and in furtherance of the public's use and enjoyment of the park.

1.2 The term of the concession shall be from **May 1, 2009** , to **April 30, 2010**. Concessionaire shall notify the City, in writing, at least 90 days prior to expiration of the term of this agreement, its desire to continue or cancel this contract for the next year. Renewal will be at the City's discretion. In the event of termination of this Agreement, for any reason, prior to the termination date specified in this section, no refund shall be made of any payment(s) already made pursuant to section 3.1 of this Agreement.

1.3 Concessionaire agrees to operate the concession stand for this term, and to supply the food and personnel necessary to operate the concession stand to properly serve the public. The minimum services to be provided are more specifically described in the following articles. Concessionaire shall operate or conduct no other business activity within said City park unless specifically authorized to do so by the Bonney Lake City Council.

1.4 A security deposit of \$100.00 shall be remitted to the City of Bonney Lake upon signing of this Agreement. This deposit shall be refunded to Concessionaire following certification by the Community Services Director at the end of the term of this Agreement that the building and equipment are in satisfactory condition exclusive of normal wear and tear.

1.5 The concession will be operated out of the North end of the maintenance building in Allan Yorke Park.

1.6 Nothing herein contained shall be construed as making Concessionaire the agent of the City for any purpose or as authorizing or empowering Concessionaire to obligate or bind the City in any manner.

1.7 The Concessionaire shall work with the Community Services Director to develop options for nonprofit service clubs to participate in concession stand operation during special events.

II. Required Level of Concession Services.

2.1 At a minimum the following concession services shall be available at Allan Yorke Park:

(1) Hours of Operation shall generally be 10:00 AM till 8:00 PM on days when the park facilities are in use or other special times as deemed necessary by the City, from May 1, 2008 through September 8, 2008 and at other times of the year for special events. Additional hours may be made available upon City of Bonney Lake approval. Weekdays before school is out may have later openings.

(2) Food items available may include but are not limited to the following suggestions:

- (a) Cold Drinks
- (b) Coffee

- (c) Candy Bars
- (d) Ice Cream Bars and Popsicles
- (e) Popcorn
- (f) Hot Dogs
- (g) Cheese Nachos
- (h) Sandwiches

(3) A statement of daily hours of operation during the month with daily weather conditions noted to be submitted to the City at the end of each month.

III. Responsibilities of Concessionaire

3.1 Concessionaire shall keep adequate records and make those records available to the City for purposes of verifying the gross revenue. Concessionaire shall furnish a statement of gross revenue and expenditures to the City by September 30, 2008. Concessionaire hereby authorizes the Tax Division of the State of Washington to release to the City of Bonney Lake, a statement of receipts from sales and services made at this concession as filed during the period of this contract.

3.2 Concessionaire agrees to provide the "Required Level of Concession Services" as outlined in Article II of this agreement.

3.3 Concessionaire agrees to acquire and maintain all licenses, permits, and certifications necessary for the operation of the aforementioned concession stand. The Concessionaire shall furnish the City copies of all required licenses and permits before beginning operation and those which may be required during the period of the contract after beginning operation. However, the City will obtain "Site Plan" approval from the State of Washington Department of Health.

3.4 Concessionaire agrees to provide adequate personnel to maintain and operate the concession stand.

3.5 Concessionaire agrees to maintain the concession stand and all grounds within 75 feet in a neat, clean, sanitary and safe condition.

3.6 Concessionaire agrees that all personnel will be required to and will comply with the "General Rules and Standards for Visitor Services" attached hereto and identified as Addendum "A" to this contract. The "General Rules and Standards for Visitor Services" are hereby made a part of this contract.

3.7 Concessionaire agrees to purchase and maintain a Liability insurance policy from an insurance company licensed in Washington and rated with AM Best no lower than a B+ in the amount of \$1,000,000.00, and to hold the City harmless, defend, and indemnify it from any accidents, injuries or claims of any kind resulting from Concessionaire's operations. Concessionaire agrees to include the City as a co-insured on the insurance policy required above in this paragraph. Concessionaire shall provide a certificate of insurance to the City.

3.8 Concessionaire will be responsible for all costs associated with the installation, maintenance, and removal of propane gas tanks and connections to the existing facilities. The City reserves the right to give final approval for use of propane gas and to require its removal.

3.9 Concessionaire shall not erect any sign on the concession premises or in the vicinity thereof without obtaining the advance written approval of the City.

3.10 Concessionaire shall strictly obey all laws of the State of Washington and all Ordinances of the City of Bonney Lake, and will not allow the violation of any of these laws, or ordinances by any other party on or adjacent to the premises in which this concession is operated.

3.11 City shall make available for the Concessionaire's use any equipment on the premises and listed in the inventory list attached hereto as Exhibit "C" and which by reference is incorporated herein. Concessionaire shall be responsible for maintenance, repair and replacement of City owned equipment at the Concessionaire's sole expense. Said City owned equipment shall be maintained in good operating condition. Any equipment not specified on the "Site Plan", approved by DOH, shall be prohibited from use in the operations of the Concession Stand.

IV. Non-Discrimination Policy

4.1 Concessionaire agrees that in all hiring or employment made possible or resulting from this Agreement:

(1) There shall be no discrimination against any employee or applicant for employment because of sex, age, race color, creed, national origin, marital status, veteran status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) No person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), veteran status, marital status, or the presence of any sensory, mental or physical handicap.

(3) Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the Agreement by the parties and may result in ineligibility for further agreements.

V. Termination by City

5.1 If, in the judgment of the Mayor, the manner of operation of the concession or the quality of equipment or service does not meet the requirements of this Agreement, or if Concessionaire is in default of any other term of this Agreement, City shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance.

5.2 If Concessionaire fails or refuses to remedy such unsatisfactory performance or default within five (5) calendar days after receipt of such notice, the City may terminate this Agreement immediately. The decision of the Mayor on any such matter shall be final.

5.3 Notwithstanding the above, nonpayment of the concession fee or of any installment thereof five (5) calendar days after said fee is due shall be full justification for the City to take immediate possession of the concession and premises, and for immediate cancellation of this Agreement.

VI. Termination by Concessionaire

6.2 Concessionaire may terminate this Agreement by giving thirty (30) days written notice to City of such intention to terminate.

VII. No Assignment

7.1 Neither this Agreement nor any rights or privileges hereunder shall be assigned or sublet without the consent of the City. Consent to assignment shall not be unreasonably withheld by the City.

VIII. Surrender

8.1 Concessionaire shall immediately surrender possession of the premises to the City on the termination of this Agreement for any reason, and Concessionaire shall pay any costs or expenses incurred by the City to regain possession where Concessionaire fails to comply with this provision.

IX. Interpretive Provisions

9.1 The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors, administrators, and assigns, and shall be construed in accordance with the laws of the State of Washington.

9.2 TIME IS OF THE ESSENCE of this Agreement, and of each and every term, condition and provision herein.

9.3 The waiver by the City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

9.4 Each term of this Agreement is material and breach by Concessionaire of any one of the terms herein shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the City.

9.5 If any term or provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or persons or circumstances other than those as to which it is held invalid, or unenforceable, will not be affected and will continue in full force.

9.6 This Agreement contains the entire agreement between Concessionaire and the City of Bonney Lake and there are no promises, conditions, terms, obligations, statements, or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by all parties.

9.7 This Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising out of this Agreement shall be in Pierce County, Washington. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs.

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

ATTEST:

CITY OF BONNEY LAKE

Harwood T. Edvalson
City Clerk

Neil Johnson Jr.
Mayor

APPROVED AS TO FORM:

CONCESSIONAIRE

James J. Dionne,
City Attorney



Owner

**ADDENUM “A”
GENERAL RULES AND REGULATIONS
FOR VISITOR SERVICES
CITY OF BONNEY LAKE**

This concession agreement is made with the express agreement that the Concessionaire will comply with the following:

I. APPEARANCE

- a) Employees shall be neat, presentable and well-groomed at all times.
- b) Clothing must be clean at all times, properly fitted and properly buttoned.

II. IDENTIFICATION

- a) Employees shall wear name tags at all times. The name tags shall be supplied by the operator and must be worn in a readily visible location on the shirt/blouse/jacket.

III. ATTITUDE AND MANNERISMS

- a) All employees at all times must deal with the public in a professional, polite, courteous, patient and helpful manner.
- b) All employees shall reflect a general attitude to provide a positive public service, and to meet the needs and desires of the public, facility users and other staff.
- c) Profanity, vulgar or obscene language is not acceptable under any circumstances. Vulgar actions or actions which may be interpreted by the public as being obscene or inappropriate are also not acceptable under any circumstances.

IV. EMPLOYEE CONDUCT

- a) Smoking is not allowed in the service area or in the food preparation areas.
- b) Only authorized personnel shall be within restricted, non-public sections of a service facility or area.
- c) Employees shall not have friends or acquaintances congregate in the service area to converse for extended periods of time.
- d) The Concessionaire shall not permit any lewd or immoral conduct in or about the assigned space occupied by him.

V. OPERATIONS

- a) All facilities must reflect a high standard of cleanliness, positive image, and pride in the operation. During on duty hours, all employees shall pick up trash and cigarette butts, shall clean windows and floors, and shall do general house-keeping inside and in the immediate vicinity of the service facility.
- b) Proper signage shall be posted. Prices shall be posted and they shall be current.
- c) Signage shall be posted to inform the public of unusual circumstances, hazards, etc.
- d) Stock shall be maintained in sufficient quantity at all times.
- e) Damaged, dated merchandise and food items or unsuitable stock shall not be sold and shall be removed from shelves.
- f) All stock items, food or merchandise shall be of a standard acceptable to the public. Inferior goods shall not be sold.
- g) Staffing levels shall be adequate to handle the expected demand level. Additional staffing shall occur during peak user months, special events, etc.
- h) Employees shall maintain clean service areas at all times including counters, shelves, chairs, floors, equipment, etc. Employees conducting maintenance duties shall properly wash when returning to provide food service.
- i) Employees shall provide only factual information. Employees shall direct the public to other locations so that proper information can be gained.

Allan Yorke Park Concession Stand Proposal

Please return completed form to the City of Bonney Lake, no later than May 31, 2009

1. Company name or individual, address, phone number.

2. Experience, include experience of proposed staff that will operate the facility.

3. Proposed hours of operation.

4. Proposed menu and service items.

5. List of references and past employer contacts.

Name	Address	Phone #
------	---------	---------

ADDENDUM "B"
ELECTRICAL POWER
CONCESSIONAIRES RESPONSIBILITY

Since the entire Park facilities is served by one electrical service, which includes the concession area and installation of a separate service is impractical, the following method shall be used to establish the concessionaires financial responsibility for power consumption. The City has established through the records that the average monthly electrical consumption was \$_____.

The estimated base amount for 2009/2010 shall be \$_____ per month and that the Concessionaire's responsibility is for any amount greater than the City's base amount.

The Bonney Lake City Council has agreed to waive this section for 2009/2010.

ADDENDUM "C"
**CONCESSION EQUIPMENT PROVIDED BY THE CITY AT NO COST TO
THE CONCESSIONAIRE**

1. Counters
2. Stainless Steel Tables (3)
3. Refrigerator
4. Freezer
5. Food Preparation Cart
6. Ice Maker
7. Microwave
8. Coffee Pot
9. Mop Bucket & Mop
10. 3-Tub Sink

Action Item #1

COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 16, 2009

ORIGINATOR: Dan Grigsby

TITLE: PW Director

SUBJECT: Award the Purchase of Surplus Dirt construction contract to CTI Inc. to remove excess material from the future Public Works Maintenance site on 96th Street East.
The City of Bonney Lake accepted proposals for the purchase of surplus dirt at the planned new maintenance center site located at approximately 96th Street East and 217th Avenue East. Proposals were opened on January 16, 2009. Two contractors submitted bids on that date, Lloyd Enterprises Inc and CTI. Lloyd Enterprises proposed charging the city \$8.75 per cubic yard to remove the material from our site; CTI proposed paying the city \$0.10 per cubic yard to remove the material from our site. The city is proposing that CTI be awarded the contract to remove the approximately 40,000 cubic yards of excess material per their contract quote. The approximate value to be paid to the city for the excess material will be \$4,000.00.

ORDINANCE/RESOLUTION: 1925

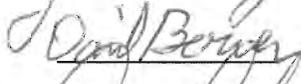
REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR _____
CITY ATTORNEY _____

2009 Budget Amount Required Expenditure Impact Remaining Balance

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>3-16-09</u>		_____
David Bowen	<u>3-16-09</u>		_____
Dan Decker	<u>3-16-09</u>		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: March 24, 2009
Consent Agenda: Yes No

RESOLUTION NO. 1925

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONSTRUCTION SERVICES
AGREEMENT WITH CTI INC. TO REMOVE EXCESS DIRT FROM THE FUTURE
PUBLIC WORKS MAINTENANCE FACILITY OFF OF 96TH STREET EAST**

Whereas, the City of Bonney Lake solicited an Invitation to Quote for Purchase of Surplus Dirt in January of 2009; and

Whereas, the City has received 2 quotes for the Request for Proposals for Purchase of Surplus Dirt project and has determined the most responsible quote for this contract was received from CTI Inc in the amount of \$0.10 per cubic yard of dirt removed; and

Whereas, the City Council finds that it is in the public interest that this project be carried out at this time;

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 to award this contract to CTI Inc. in the amount of \$0.10 per cubic yard paid to the City for the excess of material removed. The approximate amount paid to the city by CTI Inc. would be \$4,000.00.

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

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

PURCHASE AND SERVICE AGREEMENT

THIS PURCHASE AND SERVICE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Bonney Lake (" City") and City Transfer Inc (" Buyer").

The parties hereby agree as follows:

1. **Scope of Work.** The Buyer has proposed to purchase and remove surplus City dirt from the proposed new public works maintenance center site in conformance with the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using equipment and staff provided by Buyer, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Buyer shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement.
- 2.. **Payment.** The City shall be paid by the Buyer for the dirt and completed work rendered under this Agreement pursuant to the rates set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for purchase of surplus dirt, *provided*, the Buyer has performed all work within the Scope of Work (Exhibit A).
3. The Buyer 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 City receives final payment.
4. **Changes in Work.** The Buyer 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.
5. **Extra Work.** The City may desire to have the Buyer perform work 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.
6. **Employment.** Any and all employees of Buyer, while engaged in the performance of any work or services required by the Buyer under this Agreement, shall be considered employees of the Buyer 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 Buyer's or Buyer'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 Buyer's employees, while so engaged, shall be the sole obligation and responsibility of the Buyer, except as provided in Section 12 of this agreement. The Buyer's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Buyer 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 Buyer 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 Buyer shall include a provision substantially the same as this section in any and all contracts with sub Buyers performing work required of the contractor under this contract. The Buyer 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 Buyer failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Buyer understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Buyer 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 for nonperformance upon not less than ten (10) days written notice to Buyer, subject to the City's obligation to pay Buyer 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 Buyer, a final payment shall be made to the City for actual cost of work complete at the time of termination of the Agreement. In addition, the City 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 Buyer of the termination notice. If the accumulated payment(s) made to the City 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 City shall immediately reimburse the Buyer for any excess paid.

B. In the event the services of the Buyer are terminated by the City for fault on the part of the Buyer, 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 Buyer in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

10. **Termination by Buyer.** Buyer 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.** Buyer 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 acts, errors or omissions of the Buyer in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

13. **Insurance.** The Buyer 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 Buyer, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Buyer 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 Buyer'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.

B. Minimum Amounts of Insurance

Buyer 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.

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 Buyer'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 Buyer's insurance and shall not contribute with it.

2. The Buyer'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 VII.

E. Verification of Coverage

Buyer 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 Buyer before commencement of the work.

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

15. **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.

16. **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.

17. **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.

18. **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 Buyer hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Buyer, 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

CITY TRANSFER, INC.

By: _____
Neil Johnson Jr., Mayor

By: _____

Attachments:

Exhibit A: Scope of Work
Exhibit B: Proposal with Rates

Exhibit A

Scope of Work

REQUEST FOR PROPOSALS FOR PURCHASE OF SURPLUS DIRT

1.0 Background: The City of Bonney Lake is planning to construct a maintenance center on a portion of the 17 acre site commonly known as the “peaking water tank” located at approximately 96th Street and 217th Street East, Bonney Lake. There is approximately 40,000 cubic yards of existing dirt fill currently on the site leftover from excavation of the water tank project, ~~plus an additional 20,000 cubic yards of native material to be removed.~~

2.0 Requirements:

- A. Purchaser will load and transport all soil off City property.
- B. Purchaser must be willing to receive all of the fill dirt which is estimated to be 40,000 cubic yards of fill dirt ~~plus 20,000 cubic yards of native material.~~
- C. Dirt will be dumped at purchaser’s site and purchaser is responsible for any grading or stacking.
- D. Purchaser must secure any applicable permits and comply with all City standards and codes pertaining to the project.
- E. Purchaser must be prepared to accept fill dirt beginning no later than October 1, 2009 and finishing no later than April 1, 2010.
- F. Purchaser will take all necessary action to ensure no dirt, mud or muddy water is carried onto 96th Street East from the site. Appropriate measures than may be necessary will include some or all of the following actions: gravel exit driveway, wheel wash, vacuum street sweeper.
- G. Contractor shall be responsible for securing the site at the end of each work day to ensure no unauthorized vehicles enter the site.
- H. Stormwater erosion control. Appropriate actions will be taken to ensure all Pierce County storm water regulations are complied with.

3.0 Soils Information: The purchaser accepts responsibility for determining if the dirt is satisfactory for their application.

4.0 Submission Requirements: A complete signed original proposal and one copy must be submitted in a sealed envelope. Materials submitted in response to this proposal shall become the property of the City and will not be returned. All submittals received will become a public record and cannot remain confidential. Any proprietary or copyrighted material should be clearly noted. Faxed or e-mailed submittals will not be accepted. All Submittals must arrive at the following address no later than 4:00 pm on Friday, January 16, 2009:

City of Bonney Lake
Attn: Woody Edvalson, City Clerk
P.O. Box 7380
19306 Bonney Lake Blvd.
Bonney Lake, WA 98391-0944

General questions regarding the submittal or selection process should be directed to the City Administrator at 253-447-4307. Any questions regarding specifics related to the dirt or permit requirements should be directed to the Public Works office at 253-447-4348.

- 5.0 Right of Rejection and Clarification:** The City of Bonney Lake reserves the right to reject any and all proposals and to request clarification of information from any proponent. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this request.
- 6.0 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- 7.0 Right of Negotiation:** The City of Bonney Lake reserves the right to negotiate with the best proposer the exact pricing, terms and conditions of the contract.
- 8.0 Evaluation Criteria:** Proposals will be judged on the following criteria, at a minimum:
 - A. Purchase Amount.
 - B. Location of site for delivery of the dirt
 - C. Ability of the purchaser to take possession and remove the dirt in accordance with the City's needs and plans
 - D. Payment terms proposed
- 9.0** The City of Bonney Lake reserves the right to reject any and all proposals and to waive any informality in the bidding.
- 10.0 Proposals are to include the following information:**
 - A. Name and address of proposer including Federal Employer Identification Number (EIN) and Washington UBI Number.
 - B. Nature of the use for the dirt.
 - C. Exact location of the site to which the dirt will be delivered.
 - D. General plans and schedule for the removal of the dirt.
 - E. Evidence that purchaser can accept delivery in accordance with the City's project schedule.
 - F. Payment terms proposed by the purchaser.
 - G. Cubic yard price offered by the purchaser.

Exhibit B



January 16, 2009

TO: City of Bonney Lake
Woody Edvalson, City Clerk
PO Box 7380
19306 Bonney Lake Blvd.
Bonney Lake, WA 98391-0944

FROM: Keith Benson

Proposal: Purchase of surplus dirt

Location: "Peaking Water Tank"
96th Street and 217th Street East
Bonney Lake, WA

Proposed by: City Transfer, Inc.
East Valley Highway E
Sumner, WA 98390
Contact: Keith Benson (253) 850-1775, Fax (253) 850-1797

Federal I.D. #: 91-0828036

Washington UBI #: C173-005-384

Nature of Use: Processing/Resale

Delivery Location: 2720 East Valley Highway E
Sumner, WA 98390

Removal Schedule: 40-60 working days commencing no later than October 1, 2009

Evidence of Acceptance: State Pit I.D. B-231
City of Sumner Conditional Use Permit

Payment Terms: Net 30 days end of removal period

Cubic Yard Price: \$0.10 per cubic yard

Exclusions:

- Removal of any hidden structures or obstructions.
- Organic materials, wood, clearing or construction debris.
- Site grading, contouring, compacting to specified grades and elevations.
- Project related permits, fees, and applications.
- Site engineering or survey.
- Hauling restrictions or limitations excluding the anticipated working hours of 7:00am – 5:00pm, Monday through Friday.

Proposed By:

A handwritten signature in black ink, appearing to read "Keith Benson". The signature is stylized and written in a cursive-like font.

Keith Benson
City Transfer, Inc.



34667 Pacific Highway South
 P.O Box 3889 Federal Way, WA 98063-3889
 FAX (253) 838-0103
 PHONE: (253) 874-6692

Date: January 16, 2009

Proposal To: City of Bonney Lake
 Address: PO Box 7380
 City, State, Zip: Bonney Lake, WA 98391-0944

Project Name: Purchase of Surplus Dirt Project
 Project Address: 96th Street & 217th Street East
 City, State, Zip: Bonney Lake, WA

This proposal is based upon plans and specifications prepared by n/a together with the terms and conditions of this Proposal Contract.

Our proposal is to furnish the following items, subject to the terms and conditions set forth below and to the GENERAL TERMS AND CONDITIONS attached to this proposal as Exhibit A:

Inclusions:

- A: Proposer Information: Lloyd Enterprises, Inc EIN: 91-0823122 UBI: 171-004-642
- B: Dirt will be used as fill dirt or for resale.
- C: Dirt will be delivered to Lloyd Enterprises' gravel pit in Milton, WA (80 – 5th Avenue.) Lloyd Enterprises reserves the right to take the dirt to alternate permitted sites as opportunity arises.
- D: Upon a notice to proceed Lloyd Enterprises will remove approximately 1,500 to 2,000 yards per day.
- E: Lloyd Enterprises' gravel pit in Milton is already permitted to accept fill dirt.
- F: See attached Exhibit A for payment terms.
- G: **City of Bonney Lake shall pay Lloyd Enterprises: \$8.75 / Cubic Yard (truck measure) for material export.**

Exclusions:

- Permits and fees
- Penalties & liquidated damages
- Engineering
- Hazardous or contaminated material handling
- Sales and use taxes¹
- Materials and density testing
- Bonds
- Hydroseeding

Should the purchaser tender his own purchase order or contract, this proposal shall be a part of the agreement. Quotations are firm for a period of 30 calendar days after the date of the quotation.

Terms of payment are net 30 days subject to approval or modification by Lloyd Enterprises Inc. according to Exhibit "A".

Submitted by: [Signature]
 For Seller, Lloyd Enterprises Inc.
 Name of Seller's representative: Steve Bauman
 Title of Seller's representative: Estimator

Accepted by: _____
 For Buyer: _____
 Name of Buyer's representative: _____
 Title of Buyer's representative: _____
 Date: _____

¹ Use tax is not included for Washington State Dept. of Revenue Rule 171 work. Value of materials subject to Use Tax will be provided on request.

EXHIBIT "A"
Lloyd Enterprises Inc. – GENERAL TERMS AND CONDITIONS

1. PROPOSAL ACCEPTANCE PERIOD

Proposals, unless otherwise noted, are firm until the 90th calendar day after the date of the proposal. Thereafter said proposal and the terms hereof may be changed by Seller. If material is to be delivered or to be specially manufactured for Buyer, then directing or allowing Lloyd Enterprises Inc. (herein Seller) to commence work or to prepare to commence work constitutes acceptance by the Buyer of Seller's proposal and these General Terms and Conditions.

2. PRICES

Proposed items are subject to final measurement by Seller unless otherwise stated on the proposal. Prices exclude all items not specifically described. Alterations to or deviations from the items specified in the proposal shall be considered outside the scope of this contract and will not be performed unless specifically agreed to in writing to set forth the price and other terms concerning the performance of such additional work.

3. TAXES

Unless otherwise indicated, all federal, state and local taxes, assessments, fees, duties and charges levied by reason of this contract are excluded from and are in addition to the prices quoted in the proposal, except that for the portion of the work specifically represented by the Buyer to be public road construction work subject to Revenue Rule 171, Seller will include applicable use tax. If at any time any other or additional portion of the work to be performed under this contract is determined or claimed to be public road construction and therefore subject to use tax, then Buyer agrees to reimburse Seller for the cost of all such taxes required to be paid by Seller.

4. PERFORMANCE

In the absence of a specific performance date in the proposal, Seller will commence performance on a date, and at a rate of speed mutually agreed upon by Buyer and Seller, subject to all other terms and conditions hereof. Buyer is to prepare all work areas so as to be acceptable for Seller's work. Seller will not be called upon to start work until sufficient areas are ready to ensure continuous work until job completion. Work called for herein is to be performed during Seller's regular working hours. Overtime rates will be paid for by Buyer for all work performed outside normal working hours.

Buyer agrees not to transfer or assign this contract or any interest therein without the written consent of the Seller.

5. EXCUSABLE DELAYS

All work and materials are contingent upon and subject to strikes, lockouts, shortages of labor, floods, fires, weather, accidents, embargoes, car shortages, carrier's delay, consequences of war, or acts of civil or military authority, other causes of delay affecting supply of finished products or raw materials, or other causes beyond control of Seller. The obligations of Seller under this contract shall be suspended during the continuance of such events, or, at the option of the Seller, on the occurrence of said events this contract may be terminated by Seller's written notice to Buyer.

Buyer shall make no demand upon Seller for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be assessed against Buyer on account of Seller's work, and no liquidated damages or actual damages may be assessed against Seller for delays or causes attributed to other contractors or third parties or arising outside the scope of this contract.

6. CREDIT APPROVAL/PAYMENT TERMS

Any and all credit terms must be agreed to in writing between Buyer and Seller. Seller shall have ten (10) calendar days from receipt of this fully executed contract within which to notify Buyer that Seller has approved or disapproved Buyer's credit.

7. REPUDIATION, BUYER'S BREACH OF CONTRACT

If Buyer fails to timely pay any amount due hereunder, if any portion of this contract is breached, or if, at any time, in Seller's judgement, Buyer's credit is impaired, Seller shall forthwith have the right, without prejudice to any other remedies of Seller, to decline further performance under this contract except for cash until such time as said credit has been re-established to Seller's satisfaction and/or to make written demand upon Buyer for:

- (a) Immediate payment of all amounts due and owing to Seller pursuant Hereto; and/or
- (b) Payment in advance of future amounts to become due hereunder; and/or
- (c) Such other assurances as Seller may deem necessary to adequately assure Seller that Buyer will perform its obligations under this contract.

If Buyer has not fully satisfied Seller's demand within a reasonable time not exceeding thirty (30) days from receipt thereof, Seller may, at its sole option, deem this contract to have been repudiated by Buyer.

Buyer agrees that in the event Buyer fails to fully perform its obligations to pay Seller, Seller shall have the right to remove all materials sold hereunder. Furthermore, Buyer shall pay reasonable charges for management and employee time that Seller incurred to obtain payment, removing materials previously supplied for which Seller has not been paid, store any materials provided by Seller, court costs and attorney's fees or cost or expenses of any kind or nature incurred by Seller, whether in court, arbitration, bankruptcy or administrative proceedings.

8. PAST DUE ACCOUNTS

In the event Buyer shall fail to pay for such labor, materials and equipment as provided herein, Buyer agrees to pay interest on the declining balance at a rate of 1.5% per month (eighteen percent (18%) per annum), or the highest rate allowed by law.

9. INTEGRATION

This contract, consisting of all documentation contained herein and on the proposal form and the exhibits, riders and addenda, if any, attached hereto and incorporated herein contains the entire and only agreement between Buyer and Seller, there being merged herein all prior and collateral representations, promises and conditions including the terms and conditions of any purchase order submitted by the Buyer.

10. APPLICABLE LAW

All issues relative to the execution, validity, interpretation, performance and enforcement of this contract shall be governed by the laws of the State of Washington. All parties hereto hereby consent to the jurisdiction of the courts of the State of Washington. Buyer agrees that venue of any action to enforce the rights and obligations set forth herein will be laid in King County, Washington.

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

Department/Staff Contact: Assistant PW Director Charles Simpson	Council/Wkshp Meeting Date: March 24, 2009	Agenda Item Number AB09-50
Ordinance Number:	Resolution Number: 1926	Councilmember Sponsor:

BUDGET INFORMATION			
2009 Budget Amount	Required Expenditure	Impact	Remaining Balance
\$53,000	\$19,198	\$19,198	\$ 33,802
Explanation: 001.000.042.542.10.41.XX Road and Street Maintenance, Professional Services			
Agenda Subject: Award the 2009 Street Striping Professional Services Contract to Stripe Rite Inc.			

Administrative Recommendation:

Background Summary:

The City of Bonney Lake solicited invitation to quote's, off the Small Works roster for the street striping from 3 vendors, to re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edge line, and to double coat the chip sealed streets.

The apparent lowest quote was Stripe Rite in the amount of **\$19,198.00**. The 2 other quotes were Apply-A-Line -\$24,344.00 and Road Runner - \$24,600.00. *2009 CHIP SEAL MAP IS ON WEB SITE.*

Attachments:
 Resolution #1926
 Quote Tracking Results
 Stripe Rite Inc bid sheet (quote)
 Invitation to Quote and Specifications
 Contract
CHIP SEAL MAP

Council Committee Dates:	Commission Dates:	Board/Hearing Examiner Dates:
Finance Committee:	Planning Commission:	Park Board:
Public Safety Committee:	Civil Service Commission:	Hearing Examiner:
Community Development & Planning Committee: 3/16/09		
Council Workshop:		

Council Action:

Council Call for Hearing:	Council Hearings Date:
Council Referred Back to:	Workshop: Committee
Council Tabled Until:	Council Meeting Dates:

Signatures:

Dept. Dir. <i>D. J. Gregson</i>	Mayor <i>Neil Johnson</i>	Date City Attorney reviewed
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COMMUNITY DEVELOPMENT COMMITTEE

Action Item #2

DATE: March 16, 2009

ORIGINATOR: Dan Grigsby

TITLE: Public Works Director

SUBJECT: Award the 2009 Street Striping Professional Services Contract to Stripe Rite Inc.

The City of Bonney Lake solicited invitation to quote's, off the Small Works roster for the street striping from 3 vendors, to re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edge line, and to double coat the chip sealed streets. The apparent lowest quote was Stripe Rite Inc. in the amount of \$19,198.00. The 2 other quotes were Apply-A-Line -\$24,344.00 and Road Runner Striping - \$24,600.

ORDINANCE/RESOLUTION: 1926

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE FINANCE DIRECTOR _____ CITY ATTORNEY _____

<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
\$ 53,000	\$19,198	\$ 19,198	\$33,802.00

Explanation: 001.000.042.542.10.41. Road and Street Maintenance, Professional Services

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	3-16-09	<i>James Rackley</i>	_____
David Bowen	3-16-09	<i>David Bowen</i>	_____
Dan Decker	3-16-09	<i>Dan Decker</i>	_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO: CITY CLERK CITY ATTORNEY

Please schedule for City Council Meeting date of: March 24, 2009.

Consent Agenda: Yes No

RESOLUTION NO. 1926

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH STRIPE RITE INC FOR THE 2009 STREET STRIPING
PROJECT.**

Whereas, the City of Bonney Lake solicited an Invitation to Quote from our Small Works Roster for 2009 Street Striping on March 5, 2009; and

Whereas, the City has received 3 quotes for the 2009 Street Striping project and has determined the lowest responsible quote for this contract was received from Stripe Rite Inc. in the amount of \$19,198; and

Whereas, sufficient funds are available in the Street Fund budget; and

Whereas, the City Council finds that it is in the public interest that this project be carried out at this time;

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 to award this contract to Stripe Rite Inc. in the amount of \$ 19,198.

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

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Quote Tracking

Date of quote opening: **5-Mar-09**

Department: **STREET**

Contact Person: **Steve Willadson, Public Works Lead**

Budgeted Amount:
\$ 53,000.00
Striping & Markings

Quote Description: **2009 Street Striping**

Vendors Quotes:				<u>Purchase Order #</u>	
<u>Quote Package Delivered:</u>		<u>Co. Rep.</u>			
2/19/2009	3/05 2009	Larry	Stripe Rite Inc. (253) 863-2987		
2/19/2009	3/05 2009	Russ	Apply-A-Line Inc. (253) 735-3232		
2/19/2009	3/05 2009	Eben	Roadrunner Striping (253) 535-5153		
Quote Submitted					
<u>Yes</u>	<u>No</u>				
✓		Larry	Stripe Rite Inc. (253) 863-2987		
✓		Russ	Apply-A-Line Inc. (253) 735-3232		
✓		Eben	Roadrunner Striping (253) 535-5153		
<u>Quantity</u>	<u>Price Each</u>	<u>Units</u>	<u>Item Description</u>	<u>Vendor</u>	<u>Quote</u>
1	16921	278,719 L FT	Re-stripe existing city streets	<i>Stripe Rite Inc</i>	16921
1	2277	33,686 Lin FT	Re-stripe 2008 chip seal streets (2) Coats		2277
1	20792	278,719 L FT	Re-stripe existing city streets	<i>Apply-A-Line Inc</i>	20792
1	3552	33,686 Lin FT	Re-stripe 2008 chip seal streets (2) Coats		3552
1	20940	278,719 L FT	Re-stripe existing city streets	<i>Roadrunner Striping</i>	20940
1	3660	33,686 Lin FT	Re-stripe 2008 chip seal streets (2) Coats		3660

Bold = Low Bid

<i>Stripe Rite Inc</i>	Bid Subtotal	19198
	Total	\$ 19,198.00

<i>Apply-A-Line Inc</i>	Bid Subtotal	24344
	Total	\$ 24,344.00

<i>Roadrunner Striping</i>	Bid Subtotal	24600
	Total	\$ 24,600.00

No other Contractor Available	Bid Subtotal	
	Total	\$

City of Bonney Lake
Public Works:

Street

Striping 2009:

Contents:

1. Invitation to Quote
2. Specification: Striping on City Streets 2009
3. **Striping Quantities**
4. City of Bonney Lake Road Section Map
5. Contractor Agreement

Prepared By,
Steve Willadson, Public Works Lead
Office (253) 447-4300
Cell (253) 261-5224



City of Bonney Lake
Small Public Works Project
Prevailing Wages are required to be paid

Invitation to Quote
Date: Feb. 19, 2009

The City of Bonney Lake is accepting bids for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

Project Title: 2009 Street Striping

Scope of Work:

Re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edgeline, and double coat chip sealed streets. Attached spreadsheets are highlighted according to the type of striping required for that particular street. Contractor will be allowed to stripe all streets with the exception of chip seal streets which will be completed at a later date, yet to be determined.

- Markings must conform to DOT specifications, section 8 - 22.
- Traffic control will be provided by the contractor.
- Contractor will notify the City two weeks in advance of starting work.
- Two coats of paint will be applied to 2009 Chip Seal streets (see attached spread sheet, chip seal streets highlighted).
- Markings will be applied to the following approximate footage (see attached spread sheets).

Please see enclosed: Bid sheet, 2008 Striping specifications, Striping Quantities, City of Bonney Lake road section map, and contractor agreement

Date Proposals are requested: 3:00 p.m., Mar. 05, 2009.

If you are interested in submitting a quote on this project please return packets to Marlyn Cambell at 8720 184th Ave E (Annex Building). If you have any questions please contact Steve Willadson at (253) 261-5224.



**City of Bonney Lake
Small Public Works Project
Bid Sheet**

Company Name: Stripe Rite Inc
 Address: 1813 137th Ave. E.
Sumner, WA 98390
 Phone Number: 253-833-0484
 Fax Number: 253-863-3120
 Contact Name: Dave Stetson

Project Title: 2009 Street Striping

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 60 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Skip CL	17.7 (93,700 LF)	Miles	\$180.00	\$3,186.00
2	SP/SDCL	4 (21,155 LF)	Miles	\$450.00	\$1,800.00
3	DBL CL	7.7 (40,777 LF)	Miles	\$530.00	\$4,081.00
4	Edgeline	22.9 (119,080 LF)	Miles	\$315.00	\$7,213.50
5	Turn Lane (White)	0.8 (4,007 LF)	Miles	\$800.00	\$640.00
6	Chip Seal Skip CL	3.1 (16204 LF)	Miles	\$275.00	\$852.50
7	Chip Seal SP/SDCL	0 (LF)	Miles	\$	\$

8	Chip Seal DBL CL	0 (LF)	Miles	\$	\$
9	Chip Seal Edgeline	3. (17482 LF)	Miles	\$ 475.00	\$ 1,425.00
10	Chip Seal Turn Lane (White)	0 (LF)	Miles	\$	\$
				\$	\$
11				\$	\$
				\$	\$
12				\$	\$
13				\$	\$
				\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$
'8				\$	\$
19				\$	\$
Sub-Total					\$ 19,198.00
Total Bid					\$ 19,198.00

Specification: Pavement Marking/Striping on City Street 2009

Section 8-22. Pavement Marking

8-22.1 Description

The subparagraph of the second paragraph entitled "Crosswalk Stripe" is deleted and replaced with the following:

8-22.5 Payment

Section 8-22.5 is supplemented by the following:

 "Plastic Crosswalk Stripe." per linear foot.

 "Painted Bicycle Lane Stripe (8-inch)." per linear foot.

These quantities are calculated from the most recent information available and are to be used for quotation purposes only. Additional roads may be added to this contract AND/OR roads shown on the striping list may be deleted after the contract is awarded. Section 1-04.6 increased or Decreased Quantities shall not apply to this contract.

QUOTATIONS AND AWARD:

The Department of Public Works reserves the right to reject any and all quotation, to waive informalities in the quote and to accept the quotations deemed to be in the best interest of the City of Bonney Lake. Quotation not in hand at the stated hour will not be considered.

Contractor will be allowed to stripe all streets with the exception of chip seal streets which will be completed at a later date, yet to be determined. The city will notify the contractor when the chip seal is completed.

PAVEMENT MARKING:

Section 8-22.1 of the Standard Specification shall be amended to read as follows:

SKIP CENTER LINE:

A BROKEN YELLOW line 4 inches wide. The broken or "skip" pattern shall be based on a 40-foot unit consisting of a 10-foot line and 30-foot gap and will be omitted through intersections.

DOUBLE YELLOW CENTER LINE:

Two SOLID YELLOW lines, each 4 inches wide separated by a 4 inch space.

NO-PASS LINE:

A SOLID YELLOW line, 4 inches wide, separated from a SKIP CENTER LINE by a 4 inch space where passing is prohibited from the lane bounded by the no-pass line. Where passing is prohibited in both directions, no-pass lines shall be two SOLID YELLOW lines, each 4 inches wide, separated by a 4 inch space.

MATERIALS:

Sections 8-22.2 of the Standard Specifications shall be amended to read as follow:

Material for pavement making shall be Low VOC Solvent Based Paint as noted in the bid item meeting the requirements of Section 9-34; no Waterborne Paint will be accepted.

Glass beads for Low VOC Solvent Based Paint shall also meet the requirements of Section 9-34.

PREPARATION OF ROADWAY SURFACES

Section 8-22.3(2) of the Standard Specification shall be amended as follows:

Existing paint does not need to be removed prior to restripe with paint.

MARKING APPLICATION:

Section 8-22.3(3) of the Standard Specification shall be amended to read as follows:

- One application of paint and beads is required to complete all paint stripe markings.
- Two coat application to newly surfaced streets including Chip Seal.

Paint shall be applied at a rate of not more than 108 square feet per gallon (15mils wet thickness). This rate is effectively 16.4 gallons of paint per mile of SOLID 4-inch wide line, which will be the basis for measurement of yield. A daily log of materials for paint and beads used along with mileage painted per color will be provided to the City upon completion. This will be used to confirm of application rate of materials applied.

MEASUREMENT:

Section 8-22.4 of the Standard Specifications shall be amended to read as follows:

Skip center line, skip center line with no pass line, edge line, double no-pass line, and two-way left turn line will be measured by the completed actual linear miles, or portion thereof to one-one hundredth of a mile. Skip centerline area caused by the skip pattern, as specified. Barrier stripes and edge lines shall be measured for the actual length installed. The contractor will be responsible for calculating necessary quantities of paint for the single application required per linear mile.

PAYMENT

Section 8-22.5 of the Standard Specification shall be amended as follows for the QUOTATION payment items:

1. 4 inch Yellow Center Stripe (skip) per mile.
2. 4 inch Yellow "No Passing" Stripe (solid) per mile.
3. 4 inch White Center Stripe (skip) per mile.
4. 4 inch White Edgeline and Turn Lane Strip (solid) per mile.

The unit contract prices for the above listed quotation items shall be full compensation for furnishing all labor, tools, materials and equipment necessary for completion of the work as specified herein. In accordance with RCW 60.28.010 a five (5) percent retainage will be reserved.

TRAFFIC CONTROL:

Crosswalk Stripe

A SOLID WHITE line, 12 inches wide, installed parallel to another crosswalk stripe with a 6-foot space between the lines; or a SOLID WHITE line 18-inches wide, installed parallel to another crosswalk stripe with a spacing between the lines as directed by the Engineer or a SOLID WHITE line 24 inches wide and 8 feet long conforming to details in the contract.

The Contractor shall furnish all personnel for flagging and for the setup and removal of all temporary traffic control devices and construction signs necessary to control traffic during striping operation. Flaggers shall have a current certification (flagging card) from the State Department of Labor & Industries (WAC 296-155-305). Employees of the Contractor engaged in flagging or traffic control shall wear reflective vests and hard hats. Any apparel or equipment that is necessary or desirable to protect workers engaged in other related activities will be the Contractor's responsibility. **The contractor is required to use a follow vehicle with warning signs to help protect the driving public from the wet paint and to protect the wet paint that has just been applied. The contractor will be responsible for any and all claims or damages.** All costs associated with traffic control will be incidental and included within the unit bid price for striping.

2009 Striping List

Updated 02/05/2009

Stripe Date	# Streets Striped	GEO SECTION	2009 ROAD NAME/NUMBER	Road WIDTH	Functional CLASS	Road Length	Skip Centerline	Skip/Solid Double Centerline	Double Centerline	D=LX2 EDGE LINE	Solid White Turn Lane	STRIPING TOTAL
			Reconstruction (Striping in contract)									
			Overlay (Striping in contract)									
			Chip Seal (Requires 2 Coats)									
			Seal Coat (No striping required)									
			Leaky Watermain (Striping in contract)									
Brown			New Annexation or Development									
		101	64th ST E	21	Local Access	1000			1000	2000		3000
	1	102	207th Ave E (SECTION 1)	21	Local Access	1600			1600	3200		4800
	1	103	60th St E	21	Local Access	1337	528			1056		1584
	1	106	CASCADE DRIVE	21	Local Access	1976	1976			3952		5928
	1	107	SO. ISLAND DR	21	Local Access	4191	4191					4191
	1	112	NO. ISLAND DR.	21	Local Access	4552	4552					4552
	1	116	KELLY LAKE ROAD	36	Collector	1092			498		128	626
			KELLY LAKE ROAD	22	Collector	1460		1602				1602
			KELLY LAKE ROAD	21	Collector	585			200			200
	1	133	VANDERMARK ROAD	21	Local Access	3630	3630			7260		10890
	1	135	CHURCH LAKE DR.	21	Local Access	5111	5111			10222		15333
			135 CHURCH LAKE DR.	21	Local Access	3393						0
	1	138	71st ST E	21	Local Access	1466	1466					1466
	1	145	WEST TAPPS HWY Dr. E	21	Local Access	1885	1885					1885
	1	148	195th AVE E	20	Local Access	2463	2463					2463
	1	149	56th ST E	20	Local Access	446	446					446
	1	150	WEST TAPPS Dr. E	20	Local Access	275	275					275
	1	153	56th ST E (CAUSEWAY)	21	Local Access	1247	1247			2200		3447
	14	Streets	TOTAL Lin. Ft of Striping-SECTION 1			37709	27770	1602	3298	29890	128	62688

2009 Striping List

Updated 02/05/2009

Stripe Date	# Streets Striped	GEO SECTION	2009 ROAD NAME/NUMBER	Road WIDTH	Functional CLASS	Road Length	Skip Centerline	Skip/Solid Double Centerline	Double Centerline	D=LX2 EDGE LINE	Solid White Turn Lane	STRIPING TOTAL
			Reconstruction (Striping in contract)									
			Overlay (Striping in contract)									
			Chip Seal (Requires 2 Coats)									
			Seal Coat (No striping required)									
			Leaky Watermain (Striping in contract)									
Brown			New Annexation or Development									
	1	201	SO TAPPS DR E	21	ARTERIAL	1225			1225	2450		3675
	1	202	WEST TAPPS HIGHWAY (SECTION 2)	21	ARTERIAL	4585	4585			9170		13755
			WEST TAPPS HIGHWAY	21	ARTERIAL	1383		650	600			1250
	1	203	64TH ST E (2)	21	Local Access	1025	1025					1025
	1	211	65TH ST E	24	Local Access	3020	3020					3020
	1	212	185TH AVE E (2)	24	Local Access	635	635					635
	1	213	193RD AVE E (2)	20	Local Access	1263	1263					1263
	1	214	68TH ST EAST	20	Local Access	3621	3621					3621
	1	217	188TH AVE E (2)	16	Local Access	1112	1112					1112
	1	218	BONNEY LAKE BLVD	24	Collector	3823	3823			7646		11469
			BONNEY LAKE BLVD	20	Collector	1916	1916					1916
	1	219	193RD AVE EAST	20	Local Access	1185	1185					1185
	1	220	McGHEE DRIVE	24	Local Access	2322	2322					2322
	1	221	185TH AVE EAST (2)	20	Local Access	1120	1120					1120
	1	223	181ST AVE E (2)	20	Local Access	823	823			1646		2469
	1	224	70TH ST EAST	20	Local Access	1030	1030			2060		3090
	1	226	182ND AVE E (2)	24	Local Access	746	746					746
	1	227	62ND ST E	24	Local Access	2284	2284					2284
	16	Streets	TOTAL Lin. Ft of Striping-SECTION 2			33118	30510	650	1825	22972	0	55957

2009 Striping List

Updated 02/05/2009

Stripe Date	# Streets Striped	GEO SECTION	2009 ROAD NAME/NUMBER	Road WIDTH	Functional CLASS	Road Length	Skip Centerline	Skip/Solid Double Centerline	Double Centerline	D=LX2 EDGELINE	Solid White Turn Lane	STRIPING TOTAL
			Reconstruction (Striping in contract)									
			Overlay (Striping in contract)									
			Chip Seal (Requires 2 Coats)									
			Seal Coat (No striping required)									
			Leaky Watermain (Striping in contract)									
Brown			New Annexation or Development									
	1	301	CHURCH LAKE ROAD	21	Collector	3037			3037	6074		9111
			CHURCH LAKE ROAD	21	Collector	3326		880	2446			3326
	1	306	197TH AVE E (3)	27	Local Access	770	770					770
	1	307	78TH ST E	27	Local Access	645	645					645
	1	310	79TH ST E	21	Local Access	714	714					714
	1	311	194TH AVE E (3)	21	Local Access	2254	2254					2254
	1	314	193RD AVE E (3)	21	Local Access	1201	1201					1201
	1	315	77TH ST EAST	21	Local Access	462	462					462
	1	317	EVERGREEN DRIVE	24	Local Access	1200	1200					1200
	1	320	192ND AVE E	21	Local Access	3013	3013					3013
	1	325	77TH STREET E	21	Local Access	691	691					691
	1	326	75TH ST E (3)	21	Local Access	2108	2108					2108
			75TH ST E (3)	24	Local Access	570	570					570
	1	327	80TH ST E	24	Local Access	495	495					495
	1	328	188TH AVE E (3)	21	Local Access	2406	2406					2406
	1	329	190TH AVE E	24	Local Access	2423	2423					2423
	1	333	82ND ST E (3)	16	Local Access	1205	1205					1205
	1	337	LOCUST AVENUE	24	Collector	4975	4978			9956		14934
	1	342	185th AVE E	18	Local Access	623				1246		1246
	1	345	LOCUST EXTENSION	24	Local Access	1034	1034					1034
	1	346	74TH ST E	24	Local Access	752			752			752
			74TH ST E	18	Local Access	2121				2401		2401
	1	347	183RD AVE E (3)	16	Local Access	447						0
	1	350	77TH ST E	21	Local Access	1171	1171					1171
			77TH ST E	18	Local Access	1630				3260		3260
	1	351	182ND AVE E (3)	24	Local Access	3674	3674					3674
			182ND AVE E (3)	18	Local Access	1160				2320		2320
	1	362	MYERS ROAD	22	Collector	5808			5875	11616		17491
	23	Streets	TOTAL Lin. Ft of Striping-SECTION 3			49915	31014	880	12110	36873	0	80877

2009 Striping List

Updated 02/05/2009

Stripe Date	# Streets Striped	GEO SECTION	2009 ROAD NAME/NUMBER	Road WIDTH	Functional CLASS	Road Length	Skip Centerline	Skip/Solid Double Centerline	Double Centerline	D=LX2 EDGELINE	Solid White Turn Lane	STRIPING TOTAL
			Reconstruction (Striping in contract)									
			Overlay (Striping in contract)									
			Chip Seal (Requires 2 Coats)									
			Seal Coat (No striping required)									
			Leaky Watermain (Striping in contract)									
Brown			New Annexation or Development									
	1	401	192ND AVE E (SECTION 4)	24	ARTERIAL	2606	2606			5212		7818
	1	415	104TH ST E	44	ARTERIAL	1962		3924		3924	50	7898
			104TH ST E	25	ARTERIAL	960	960			1920		2880
	1	444	200TH AVE CT E	60	ARTERIAL	350			485		795	1280
			200TH AVE CT E	24	ARTERIAL	1498			1498		50	1548
	1	446	SOUTH PRAIRIE ROAD	64	ARTERIAL	1051		2535			980	3515
			SOUTH PRAIRIE ROAD	54	ARTERIAL	236					430	430
			SOUTH PRAIRIE ROAD	28	ARTERIAL	885					645	645
	1	447	ANGELINE ROAD	22	Collector	1920			1920	3840		5760
			ANGELINE ROAD	24	Collector	6360	1870		4490	12720	50	19130
			ANGELINE ROAD	21	Collector	2243			2243	2243		4486
			ANGELINE ROAD	36	Collector	250			250			250
	1	475	PANORAMA BLVD	24	ARTERIAL	3347	3347					3347
	1	476	176th AVE E	24	Collector	2620	2012					2012
	1	4114	184TH AVE E (4) MAIN STREET	24	Collector	2600	1584	2112	2112	528		6336
New 08	1	New 08	MAIN STREET	39	Collector	776						0
	1	4119	SKY ISLAND DRIVE	42	ARTERIAL	675		675			50	725
			SKY ISLAND DRIVE	28	ARTERIAL	4875			4875			4875
			SKY ISLAND DRIVE	24	ARTERIAL	2556	904		1652			2556
			SKY ISLAND DRIVE	40	ARTERIAL	200			200		85	285
	1	4139	181st AVE EAST	22	Local Access	1680	1680					1680
	1	4140	192ND AVE EAST (4)	21	Local Access	2182	2182					2182
	1	4141	SUMNER-BUCKLEY HWY	36	ARTERIAL	2477		4954		4954	100	10008
			SUMNER-BUCKLEY HWY	24	ARTERIAL	1238			1584	2476	100	4160

2009 Striping List

Updated 02/05/2009

Stripe Date	# Streets Striped	GEO SECTION	2009 ROAD NAME/NUMBER	Road WIDTH	Functional CLASS	Road Length	Skip Centerline	Skip/Solid Double Centerline	Double Centerline	D=LX2 EDGELINE	Solid White Turn Lane	STRIPING TOTAL
			Reconstruction (Striping in contract)									
			Overlay (Striping in contract)									
			Chip Seal (Requires 2 Coats)									
			Seal Coat (No striping required)									
			Leaky Watermain (Striping in contract)									
Brown			New Annexation or Development									
	13	Streets	TOTAL Lin. Ft of Striping-SECTION 4			45547	17145	14200	21309	37817	3335	93806
	1	501	192ND AVE E	60	Collector	200		200			50	250
			192ND AVE E	38	Collector	1623		1623			100	1723
	1	502	198TH AVE E (SECTION 5)	36	ARTERIAL	450			90		244	334
			198TH AVE E (SECTION 5)	24	ARTERIAL	1225			1765	3350		5115
	1	506	208TH AVE E (5)	21	Local Access	1815	1815					1815
	1	507	210TH AVE E	20	Local Access		200					200
	1	529	214th AVE E	48	ARTERIAL	2230		1850	230	5510	75	7665
			214th AVE E	48	ARTERIAL	150		150	150	150	75	525
	1	538	233rd AVE E	21	Local Access	1450	1450					1450
	6	Streets	TOTAL Lin. Ft of Striping-SECTION 5			9143	3465	3823	2235	9010	544	19077

Summary:

TOTAL STRIPING CITY WIDE (Lin. FT)	175432	109904	21155	40777	136562	4007	312405
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71.5 Streets	TOTAL LENGTH SEC 1 - 5 (Lin. MILES)	33.2	20.8	4.0	7.7	25.9	0.8	59.2
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Chip Seal (Requires 2 Coats)

				Skip Centerline		D=LX2 EDGELINE	
133	VANDERMARK ROAD	21	Local Access	3630	3630	7260	
135	CHURCH LAKE DR.	21	Local Access	5111	5111	10222	
138	71st ST E	21	Local Access	1466	1466	17482	Lineal Feet
214	68TH ST EAST	20	Local Access	3621	3621		
333	82ND ST E (3)	16	Local Access	1205	1205	3	Miles
350	77TH ST E	21	Local Access	1171	1171		
				16204			Lineal Feet
				3.1			Miles

CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this 24 day of March 2009 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and Stripe Rite Inc., hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such work; and

WHEREAS, the CONTRACTOR represents that the CONTRACTOR is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the work, services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK.

The CONTRACTOR shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than Refer to Notice to Proceed and shall be completed no later than Refer to Notice to Proceed, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any work rendered by the CONTRACTOR except for work identified and set forth in this Agreement.

C. The CITY shall pay the CONTRACTOR for work performed under this Agreement pursuant to accepted bid proposal attached hereto as Exhibit "B" and by this reference incorporated herein.

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 is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the 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 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.

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:  _____

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee

Exhibit B: Rates

EXHIBIT “A” Scope of Work

Scope of Work:

Re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edgeline, and double coat chip sealed streets. Attached spreadsheets are highlighted according to the type of striping required for that particular street. Contractor will be allowed to stripe all streets with the exception of chip seal streets which will be completed at a later date, yet to be determined.

- Markings must conform to DOT specifications, section 8 - 22.
- Traffic control will be provided by the contractor.
- Contractor will notify the City two weeks in advance of starting work.
- Two coats of paint will be applied to 2009 Chip Seal streets (see attached spread sheet, chip seal streets highlighted).
- Markings will be applied to the following approximate footage (see attached spread sheets).

Exhibit "B"

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

PIERCE COUNTY EFFECTIVE 03-04-2009

Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
(See Benefit Code Key)				
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$38.12	1H	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$53.37	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$45.05	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$24.76	1		
CARPENTERS				
ACOUSTICAL WORKER	\$46.32	1M	5D	
BRIDGE, DOCK AND WARF CARPENTERS	\$46.16	1M	5D	
CARPENTER	\$46.16	1M	5D	
CREOSOTED MATERIAL	\$46.26	1M	5D	
DRYWALL APPLICATOR	\$46.42	1M	5D	
FLOOR FINISHER	\$46.16	1M	5D	
FLOOR LAYER	\$46.16	1M	5D	
FLOOR SANDER	\$46.16	1M	5D	
MILLWRIGHT AND MACHINE ERECTORS	\$47.16	1M	5D	
PILEDRIVERS, DRIVING, PULLING, PLACING COLLARS AND WELDING	\$46.36	1M	5D	
SAWFILER	\$46.16	1M	5D	
SHINGLER	\$46.16	1M	5D	
STATIONARY POWER SAW OPERATOR	\$46.16	1M	5D	
STATIONARY WOODWORKING TOOLS	\$46.16	1M	5D	
CEMENT MASONS				
JOURNEY LEVEL	\$46.81	1M	5D	
DIVERS & TENDERS				
DIVER	\$96.81	1M	5D	8A
DIVER ON STANDBY	\$54.19	1M	5D	
DIVER TENDER	\$49.84	1M	5D	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$47.09	1T	5D	8L
ASSISTANT MATE (DECKHAND)	\$46.58	1T	5D	8L
BOATMEN	\$47.09	1T	5D	8L
ENGINEER WELDER	\$47.14	1T	5D	8L
LEVERMAN, HYDRAULIC	\$48.71	1T	5D	8L
MAINTENANCE	\$46.58	1T	5D	8L
MATES	\$47.09	1T	5D	8L
OILER	\$46.71	1T	5D	8L
DRYWALL TAPERS				
JOURNEY LEVEL	\$46.34	1E	5P	
ELECTRICAL FIXTURE MAINTENANCE WORKERS				
JOURNEY LEVEL	\$17.76	1		

PIERCE COUNTY
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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		Note Code
		Time Code	Holiday Code	
ELECTRICIANS - INSIDE				
CABLE SPLICER	\$54.64	1G	5C	
JOURNEY LEVEL	\$50.99	1G	5C	
LEAD COVERED CABLE SPLICER	\$58.25	1G	5C	
WELDER	\$54.64	1G	5C	
ELECTRICIANS - MOTOR SHOP				
CRAFTSMAN	\$15.37	2A	6C	
JOURNEY LEVEL	\$14.69	2A	6C	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$58.36	4A	5A	
CERTIFIED LINE WELDER	\$53.30	4A	5A	
GROUNDPERSON	\$38.14	4A	5A	
HEAD GROUNDPERSON	\$40.25	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$53.30	4A	5A	
JACKHAMMER OPERATOR	\$40.25	4A	5A	
JOURNEY LEVEL LINEPERSON	\$53.30	4A	5A	
LINE EQUIPMENT OPERATOR	\$45.14	4A	5A	
POLE SPRAYER	\$53.30	4A	5A	
POWDERPERSON	\$40.25	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$32.39	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$64.81	4A	6Q	
MECHANIC IN CHARGE	\$70.60	4A	6Q	
FABRICATED PRECAST CONCRETE PRODUCTS				
ALL CLASSIFICATIONS	\$9.28	1		
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		
FLAGGERS				
JOURNEY LEVEL	\$32.47	1H	5D	
GLAZIERS				
JOURNEY LEVEL	\$45.25	1Y	5G	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$48.28	1S	5J	
HEATING EQUIPMENT MECHANICS				
MECHANIC	\$18.45	1		
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$39.31	1H	5D	
INDUSTRIAL ENGINE AND MACHINE MECHANICS				
MECHANIC	\$15.65	1		
INDUSTRIAL POWER VACUUM CLEANER				
JOURNEY LEVEL	\$9.24	1		
INLAND BOATMEN				
CAPTAIN	\$48.39	1K	5B	
COOK	\$45.36	1K	5B	
DECKHAND	\$45.36	1K	5B	
ENGINEER/DECKHAND	\$46.25	1K	5B	
MATE, LAUNCH OPERATOR	\$47.35	1K	5B	
INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL				
CLEANER OPERATOR, FOAMER OPERATOR	\$9.73	1		
GROUT TRUCK OPERATOR	\$11.48	1		

PIERCE COUNTY
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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
HEAD OPERATOR	\$12.78	1		
TECHNICIAN	\$8.55	1		
TV TRUCK OPERATOR	\$10.53	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$20.08	1		
IRONWORKERS				
JOURNEY LEVEL	\$51.01	1O	5A	
LABORERS				
ASPHALT RAKER	\$38.83	1H	5D	
BALLAST REGULATOR MACHINE	\$38.12	1H	5D	
BATCH WEIGHMAN	\$32.47	1H	5D	
BRUSH CUTTER	\$38.12	1H	5D	
BRUSH HOG FEEDER	\$38.12	1H	5D	
BURNERS	\$38.12	1H	5D	
CARPENTER TENDER	\$38.12	1H	5D	
CASSION WORKER	\$39.31	1H	5D	
CEMENT DUMPER/PAVING	\$38.83	1H	5D	
CEMENT FINISHER TENDER	\$38.12	1H	5D	
CHANGE-HOUSE MAN OR DRY SHACKMAN	\$38.12	1H	5D	
CHIPPING GUN (OVER 30 LBS)	\$38.83	1H	5D	
CHIPPING GUN (UNDER 30 LBS)	\$38.12	1H	5D	
CHOKER SETTER	\$38.12	1H	5D	
CHUCK TENDER	\$38.12	1H	5D	
CLEAN-UP LABORER	\$38.12	1H	5D	
CONCRETE DUMPER/CHUTE OPERATOR	\$38.83	1H	5D	
CONCRETE FORM STRIPPER	\$38.12	1H	5D	
CONCRETE SAW OPERATOR	\$38.83	1H	5D	
CRUSHER FEEDER	\$32.47	1H	5D	
CURING LABORER	\$38.12	1H	5D	
DEMOLITION, WRECKING & MOVING (INCLUDING CHARRED MATERIALS)	\$38.12	1H	5D	
DITCH DIGGER	\$38.12	1H	5D	
DIVER	\$39.31	1H	5D	
DRILL OPERATOR (HYDRAULIC, DIAMOND)	\$38.83	1H	5D	
DRILL OPERATOR, AIRTRAC	\$39.31	1H	5D	
DUMPMAN	\$38.12	1H	5D	
EPOXY TECHNICIAN	\$38.12	1H	5D	
EROSION CONTROL WORKER	\$38.12	1H	5D	
FALLER/BUCKER, CHAIN SAW	\$38.83	1H	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$29.65	1H	5D	
FINE GRADERS	\$38.12	1H	5D	
FIRE WATCH	\$32.47	1H	5D	
FORM SETTER	\$38.12	1H	5D	
GABION BASKET BUILDER	\$38.12	1H	5D	
GENERAL LABORER	\$38.12	1H	5D	
GRADE CHECKER & TRANSIT PERSON	\$38.83	1H	5D	
GRINDERS	\$38.12	1H	5D	
GROUT MACHINE TENDER	\$38.12	1H	5D	
GUARDRAIL ERECTOR	\$38.12	1H	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$39.31	1H	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$38.83	1H	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$38.12	1H	5D	

PIERCE COUNTY
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Classification	PREVAILING WAGE	(See Benefit Code Key)		Note Code
		Over Time Code	Holiday Code	
HIGH SCALER	\$39.31	1H	5D	
HOD CARRIER/MORTARMAN	\$38.83	1H	5D	
JACKHAMMER	\$38.83	1H	5D	
LASER BEAM OPERATOR	\$38.83	1H	5D	
MANHOLE BUILDER-MUDMAN	\$38.83	1H	5D	
MATERIAL YARDMAN	\$38.12	1H	5D	
MINER	\$39.31	1H	5D	
NOZZLEMAN, CONCRETE PUMP, GREEN CUTTER WHEN USING HIGH PRESSURE AIR & WATER ON CONCRETE & ROCK, SANDBLAST, GUNITE, SHOTCRETE, WATER BLASTER	\$38.83	1H	5D	
PAVEMENT BREAKER	\$38.83	1H	5D	
PILOT CAR	\$32.47	1H	5D	
PIPE POT TENDER	\$38.83	1H	5D	
PIPE RELINER (NOT INSERT TYPE)	\$38.83	1H	5D	
PIPELAYER & CAULKER	\$38.83	1H	5D	
PIPELAYER & CAULKER (LEAD)	\$39.31	1H	5D	
PIPEWRAPPER	\$38.83	1H	5D	
POT TENDER	\$38.12	1H	5D	
POWDERMAN	\$39.31	1H	5D	
POWDERMAN HELPER	\$38.12	1H	5D	
POWERJACKS	\$38.83	1H	5D	
RAILROAD SPIKE PULLER (POWER)	\$38.83	1H	5D	
RE-TIMBERMAN	\$39.31	1H	5D	
RIPRAP MAN	\$38.12	1H	5D	
RODDER	\$38.83	1H	5D	
SCAFFOLD ERECTOR	\$38.12	1H	5D	
SCALE PERSON	\$38.12	1H	5D	
SIGNALMAN	\$38.12	1H	5D	
SLOPER (OVER 20")	\$38.83	1H	5D	
SLOPER SPRAYMAN	\$38.12	1H	5D	
SPREADER (CLARY POWER OR SIMILAR TYPES)	\$38.83	1H	5D	
SPREADER (CONCRETE)	\$38.83	1H	5D	
STAKE HOPPER	\$38.12	1H	5D	
STOCKPILER	\$38.12	1H	5D	
TAMPER & SIMILAR ELECTRIC, AIR & GAS	\$38.83	1H	5D	
TAMPER (MULTIPLE & SELF PROPELLED)	\$38.83	1H	5D	
TOOLROOM MAN (AT JOB SITE)	\$38.12	1H	5D	
TOPPER-TAILER	\$38.12	1H	5D	
TRACK LABORER	\$38.12	1H	5D	
TRACK LINER (POWER)	\$38.83	1H	5D	
TRUCK SPOTTER	\$38.12	1H	5D	
TUGGER OPERATOR	\$38.83	1H	5D	
VIBRATING SCREED (AIR, GAS, OR ELECTRIC)	\$38.12	1H	5D	
VIBRATOR	\$38.83	1H	5D	
VINYL SEAMER	\$38.12	1H	5D	
WELDER	\$38.12	1H	5D	
WELL-POINT LABORER	\$38.83	1H	5D	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER	\$38.12	1H	5D	
PIPE LAYER	\$38.83	1H	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$17.07	1		

PIERCE COUNTY
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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$14.55	1		
LANDSCAPING OR PLANTING LABORERS	\$17.07	1		
LATHERS				
JOURNEY LEVEL	\$46.42	1M	5D	
METAL FABRICATION (IN SHOP)				
FITTER	\$15.25	1		
LABORER	\$10.32	1		
MACHINE OPERATOR	\$13.98	1		
WELDER	\$13.98	1		
PAINTERS				
JOURNEY LEVEL	\$34.87	2B	5A	
PLASTERERS				
JOURNEY LEVEL	\$44.83	1R	5B	
PLAYGROUND & PARK EQUIPMENT INSTALLERS				
JOURNEY LEVEL	\$9.73	1		
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$54.07	1G	5A	
POWER EQUIPMENT OPERATORS				
ASSISTANT ENGINEERS	\$44.64	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 50 METRIC TONS TO 90 METRIC TONS	\$48.46	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 90 METRIC TONS	\$49.03	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL (OVER 3 YD & UNDER 6 YD)	\$47.91	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, OVER 30 METRIC TONS TO 50 METRIC TONS	\$47.91	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS UNDER 15 METRIC TONS	\$47.00	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS: 15 TO 30 METRIC TONS	\$47.42	1T	5D	8P
BACKHOES, (75 HP & UNDER)	\$47.00	1T	5D	8P
BARRIER MACHINE (ZIPPER)	\$47.42	1T	5D	8P
BATCH PLANT OPERATOR, CONCRETE	\$47.42	1T	5D	8P
BELT LOADERS (ELEVATING TYPE)	\$47.00	1T	5D	8P
BOBCAT (SKID STEER)	\$44.64	1T	5D	8P
BROKK-REMOTE DEMOLITION EQUIPMENT	\$44.64	1T	5D	8P
BROOMS	\$44.64	1T	5D	8P
BUMP CUTTER	\$47.42	1T	5D	8P
CABLEWAYS	\$47.91	1T	5D	8P
CHIPPER	\$47.42	1T	5D	8P
COMPRESSORS	\$44.64	1T	5D	8P
CONCRETE FINISH MACHINE - LASER SCREED	\$44.64	1T	5D	8P
CONCRETE PUMPS	\$47.00	1T	5D	8P
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT	\$47.42	1T	5D	8P
CONVEYORS	\$47.00	1T	5D	8P
CRANE, FRICTION 100 TONS THROUGH 199 TONS	\$49.03	1T	5D	8P
CRANE, FRICTION OVER 200 TONS	\$48.29	1T	5D	8P
CRANES, THRU 19 TONS, WITH ATTACHMENTS	\$47.00	1T	5D	8P
CRANES, 20 - 44 TONS, WITH ATTACHMENTS	\$47.42	1T	5D	8P
CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATACHMENTS)	\$47.91	1T	5D	8P
CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$48.46	1T	5D	8P
CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$49.03	1T	5D	8P
CRANES, A-FRAME, 10 TON AND UNDER	\$44.64	1T	5D	8P

PIERCE COUNTY
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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		Note Code
		Time Code	Holiday Code	
CRANES, A-FRAME, OVER 10 TON	\$47.00	1T	5D	8P
CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS	\$48.29	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (20 - 44 TONS)	\$47.42	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (45 - 99 TONS)	\$47.91	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (100 TONS & OVER)	\$48.46	1T	5D	8P
CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM	\$48.46	1T	5D	8P
CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM	\$49.03	1T	5D	8P
CRUSHERS	\$47.42	1T	5D	8P
DECK ENGINEER/DECK WINCHES (POWER)	\$47.42	1T	5D	8P
DERRICK, BUILDING	\$47.91	1T	5D	8P
DOZERS, D-9 & UNDER	\$47.00	1T	5D	8P
DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT	\$47.00	1T	5D	8P
DRILLING MACHINE	\$47.42	1T	5D	8P
ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE	\$44.64	1T	5D	8P
EQUIPMENT SERVICE ENGINEER (OILER)	\$47.00	1T	5D	8P
FINISHING MACHINE/BIDWELL GAMACO AND SIMILAR EQUIP	\$47.42	1T	5D	8P
FORK LIFTS, (3000 LBS AND OVER)	\$47.00	1T	5D	8P
FORK LIFTS, (UNDER 3000 LBS)	\$44.64	1T	5D	8P
GRADECHECKER AND STAKEMAN	\$44.64	1T	5D	8P
GUARDRAIL PUNCH	\$47.42	1T	5D	8P
HOISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TUGGERS	\$47.00	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL LOCATOR	\$47.00	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL OPERATOR	\$47.42	1T	5D	8P
HYDRALIFTS/BOOM TRUCKS (10 TON & UNDER)	\$44.64	1T	5D	8P
HYDRALIFTS/BOOM TRUCKS (OVER 10 TON)	\$47.00	1T	5D	8P
LOADERS, OVERHEAD (6 YD UP TO 8 YD)	\$47.91	1T	5D	8P
LOADERS, OVERHEAD (8 YD & OVER)	\$48.46	1T	5D	8P
LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED	\$47.42	1T	5D	8P
LOCOMOTIVES, ALL	\$47.42	1T	5D	8P
MECHANICS, ALL	\$48.46	1T	5D	8P
MIXERS, ASPHALT PLANT	\$47.42	1T	5D	8P
MOTOR PATROL GRADER (FINISHING)	\$47.91	1T	5D	8P
MOTOR PATROL GRADER (NON-FINISHING)	\$47.00	1T	5D	8P
MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD	\$47.91	1T	5D	8P
OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR	\$44.64	1T	5D	8P
PAVEMENT BREAKER	\$44.64	1T	5D	8P
PILEDRIIVER (OTHER THAN CRANE MOUNT)	\$47.42	1T	5D	8P
PLANT OILER (ASPHALT, CRUSHER)	\$47.00	1T	5D	8P
POSTHOLE DIGGER, MECHANICAL	\$44.64	1T	5D	8P
POWER PLANT	\$44.64	1T	5D	8P
PUMPS, WATER	\$44.64	1T	5D	8P
QUAD 9, D-10, AND HD-41	\$47.91	1T	5D	8P
QUICK TOWER-NO CAB, UNDER 100 FEET IN HEIGHT BASED TO BOOM	\$44.64	1T	5D	8P
REMOTE CONTROL OPERATOR ON RUBBER TIRED EARTH MOVING EQUIP	\$47.91	1T	5D	8P
RIGGER AND BELLMAN	\$44.64	1T	5D	8P
ROLLAGON	\$47.91	1T	5D	8P
ROLLER, OTHER THAN PLANT ROAD MIX	\$44.64	1T	5D	8P
ROLLERS, PLANTMIX OR MULTILIFT MATERIALS	\$47.00	1T	5D	8P
ROTO-MILL, ROTO-GRINDER	\$47.42	1T	5D	8P
SAWS, CONCRETE	\$47.00	1T	5D	8P

PIERCE COUNTY
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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		
		Time Code	Holiday Code	Note Code
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (45 YD AND OVER)	\$47.91	1T	5D	8P
SCRAPERS, CONCRETE AND CARRY ALL	\$47.00	1T	5D	8P
SCREED MAN	\$47.42	1T	5D	8P
SHOTCRETE GUNITE	\$44.64	1T	5D	8P
SLIPFORM PAVERS	\$47.91	1T	5D	8P
SPREADER, TOPSIDER & SCREEDMAN	\$47.91	1T	5D	8P
SUBGRADE TRIMMER	\$47.42	1T	5D	8P
TOWER BUCKET ELEVATORS	\$47.00	1T	5D	8P
TRACTORS, (75 HP & UNDER)	\$47.00	1T	5D	8P
TRACTORS, (OVER 75 HP)	\$47.42	1T	5D	8P
TRANSFER MATERIAL SERVICE MACHINE	\$47.42	1T	5D	8P
TRANSPORTERS, ALL TRACK OR TRUCK TYPE	\$47.91	1T	5D	8P
TRENCHING MACHINES	\$47.00	1T	5D	8P
TRUCK CRANE OILER/DRIVER (UNDER 100 TON)	\$47.00	1T	5D	8P
TRUCK CRANE OILER/DRIVER (100 TON & OVER)	\$47.42	1T	5D	8P
TRUCK MOUNT PORTABLE CONVEYER	\$47.42	1T	5D	8P
WHEEL TRACTORS, FARMALL TYPE	\$44.64	1T	5D	8P
YO YO PAY DOZER	\$47.42	1T	5D	8P
POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & WATER (SEE POWER EQUIPMENT OPERATORS)				
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$39.29	4A	5A	
SPRAY PERSON	\$37.21	4A	5A	
TREE EQUIPMENT OPERATOR	\$37.81	4A	5A	
TREE TRIMMER	\$35.18	4A	5A	
TREE TRIMMER GROUNDPERSON	\$26.55	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	\$53.36	1G	5A	
RESIDENTIAL BRICK & MARBLE MASONS				
JOURNEY LEVEL	\$22.67	1		
RESIDENTIAL CARPENTERS				
JOURNEY LEVEL	\$20.25	1		
RESIDENTIAL CEMENT MASONS				
JOURNEY LEVEL	\$46.81	1M	5D	
RESIDENTIAL DRYWALL TAPERS				
JOURNEY LEVEL	\$46.34	1E	5P	
RESIDENTIAL ELECTRICIANS				
JOURNEY LEVEL	\$18.96	1		
RESIDENTIAL GLAZIERS				
JOURNEY LEVEL	\$33.29	1H	5G	
RESIDENTIAL INSULATION APPLICATORS				
JOURNEY LEVEL	\$18.70	1		
RESIDENTIAL LABORERS				
JOURNEY LEVEL	\$13.83	1		
RESIDENTIAL PAINTERS				
JOURNEY LEVEL	\$12.00	1		
RESIDENTIAL PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$25.61	1		
RESIDENTIAL REFRIGERATION & AIR CONDITIONING MECHANICS				
JOURNEY LEVEL	\$30.96	1G	5A	

PIERCE COUNTY
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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
RESIDENTIAL SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	\$34.14	1I	6L	
RESIDENTIAL SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$36.95	1B	5A	
RESIDENTIAL SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$32.56	2R	5C	
RESIDENTIAL TERRAZZO/TILE FINISHERS				
JOURNEY LEVEL	\$30.26	1		
ROOFERS				
JOURNEY LEVEL	\$37.54	2O	5A	
USING IRRITABLE BITUMINOUS MATERIALS	\$40.54	2O	5A	
SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	\$55.27	1E	6L	
SHIPBUILDING & SHIP REPAIR				
BOILERMAKER	\$32.56	1H	6W	
CARPENTER	\$31.89	1B	6E	
ELECTRICIAN	\$31.89	1B	6E	
HEAT & FROST INSULATOR	\$48.28	1S	5J	
LABORER	\$19.10	1		
MACHINIST	\$31.89	1B	6E	
OPERATOR	\$31.89	1B	6E	
PAINTER	\$30.68	1R	6A	
PIPEFITTER	\$31.89	1B	6E	
RIGGER	\$15.77	1		
SANDBLASTER	\$30.68	1R	6A	
SHEET METAL	\$35.83	1J	6L	
SHIPFITTER	\$31.89	1B	6E	
TRUCKER	\$15.75	1		
WAREHOUSE	\$13.75	1B	6X	
WELDER/BURNER	\$31.89	1B	6E	
SIGN MAKERS & INSTALLERS (ELECTRICAL)				
SIGN INSTALLER	\$26.17	1		
SIGN MAKER	\$20.33	1		
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL)				
SIGN INSTALLER	\$33.43	1		
SIGN MAKER	\$22.79	1		
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$36.95	1B	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$10.31	1B	5O	
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$59.74	1X	5C	
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
SURVEYORS				
CHAIN PERSON	\$9.35	1		
INSTRUMENT PERSON	\$11.40	1		
PARTY CHIEF	\$13.40	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$28.29	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$31.46	2B	5A	

PIERCE COUNTY
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(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		Note Code
		Time Code	Holiday Code	
HOLE DIGGER/GROUND PERSON	\$17.58	2B	5A	
INSTALLER (REPAIRER)	\$30.17	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$29.26	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$31.46	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$30.82	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$31.46	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$29.26	2B	5A	
TELEVISION GROUND PERSON	\$16.67	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$22.19	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$26.42	2B	5A	
TELEVISION TECHNICIAN	\$23.76	2B	5A	
TREE TRIMMER	\$29.26	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$43.61	1M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$37.44	1B	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$37.90	1K	5A	
TRUCK DRIVERS				
ASPHALT MIX	\$22.49	1		
DUMP TRUCK	\$22.56	1		
DUMP TRUCK & TRAILER	\$22.56	1		
OTHER TRUCKS	\$30.20	1		
TRANSIT MIXER	\$28.65	2H	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$16.09	1		
OILER	\$15.39	1		
WELL DRILLER	\$18.30	1		

Striping 2009

- CHIP SEAL (2 COATS)
- OK TO STRIPE
- RE-CONSTRUCTION (NO STRIPE)
- Public Roads (edges)
- Private Roads (edges)
- Bonney Lake UGA
- Outside of City Limits

