

CITY COUNCIL MEETING

**May 12, 2009
7:00 P.M.**

AGENDA

City of



“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. Proclamation—National Public Works Week – May 17 – 23, 2009

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. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #55341 thru 55403 in the amount of \$455,778.03; Accounts Payable checks/voucher #55404 for a utility refund in the amount of \$58.92; Accounts Payable checks/vouchers #55405 thru 55492 (including wire transfer #'s 4282009 & 24915127) in the amount of \$262,502.96; and Accounts Payable checks/voucher #55493 for a utility refund in the amount of \$61.17.
- B. **Approval of Payroll:** Payroll for April 16-30, 2009 for checks 28173-28201 including Direct Deposits and Electronic Transfers in the amount of \$ 539,716.02.
- C. **AB09-77 – Resolution 1942** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing A Water Developer Extension Agreement With Bonlak Investment LLC For The Bonney Lake Self Storage Development.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

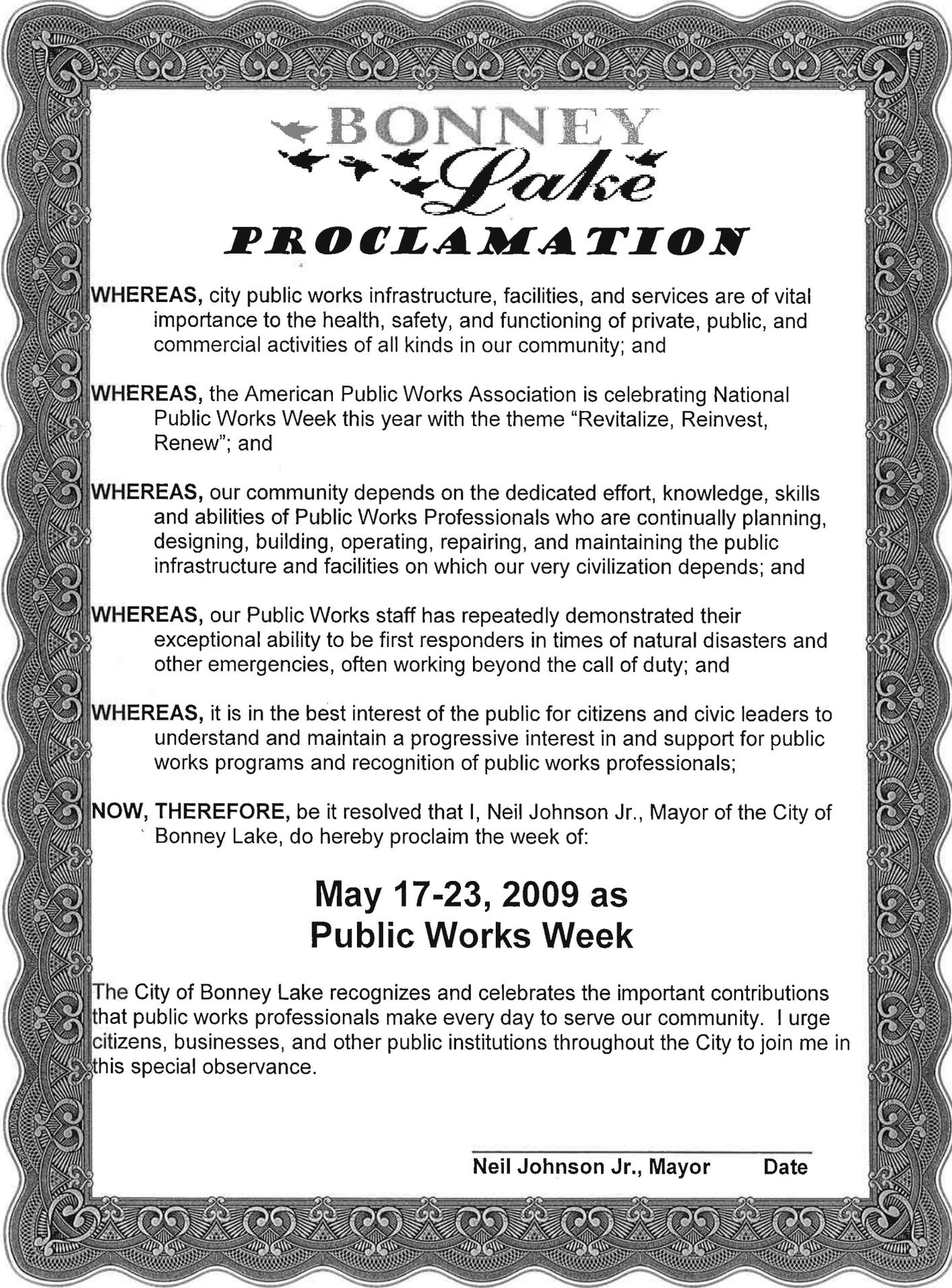
- A. **AB09-78 – Resolution 1943** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The City To Electronically Submit A Grant Proposal To The United States Department Of Justice Edward Bryne Memorial Justice Assistance Grant Program.
- B. **AB09-81** – A Motion Of The Bonney Lake City Council Adding The Issue Of View Protection To The 2009 Planning Commission Workplan As A Low Priority Item.

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



BONNEY
Lake

PROCLAMATION

WHEREAS, city public works infrastructure, facilities, and services are of vital importance to the health, safety, and functioning of private, public, and commercial activities of all kinds in our community; and

WHEREAS, the American Public Works Association is celebrating National Public Works Week this year with the theme "Revitalize, Reinvest, Renew"; and

WHEREAS, our community depends on the dedicated effort, knowledge, skills and abilities of Public Works Professionals who are continually planning, designing, building, operating, repairing, and maintaining the public infrastructure and facilities on which our very civilization depends; and

WHEREAS, our Public Works staff has repeatedly demonstrated their exceptional ability to be first responders in times of natural disasters and other emergencies, often working beyond the call of duty; and

WHEREAS, it is in the best interest of the public for citizens and civic leaders to understand and maintain a progressive interest in and support for public works programs and recognition of public works professionals;

NOW, THEREFORE, be it resolved that I, Neil Johnson Jr., Mayor of the City of Bonney Lake, do hereby proclaim the week of:

**May 17-23, 2009 as
Public Works Week**

The City of Bonney Lake recognizes and celebrates the important contributions that public works professionals make every day to serve our community. I urge citizens, businesses, and other public institutions throughout the City to join me in this special observance.

Neil Johnson Jr., Mayor Date

2009 National Public Works Week – APWA Theme

“Revitalize, Reinvest, Renew”

Revitalizing our infrastructure means finding new ways to sustain performance, using new materials and increasing efficiency.

Reinvesting in our existing infrastructure will ensure safety, longevity and a positive quality of life.

Renewing our infrastructure means replacing and reinvigorating the utility systems and other public works structures on which we depend every day.

2009 National Public Works Week – Poster

This year’s poster is a spectacular presentation of the theme “Revitalize, Reinvest, Renew”.

Robert Rodriguez, a New Orleans native, has painted **the essence of Public Works**: the care and nurturing of our communities as a city being “planted” and maintained in the soil of reinvestment.

The background shows fields of green, healthy communities growing strong.

All this is taking place on both the national and local stage, as represented by the curtains on either side; and,

The typography is reminiscent of a movie marquee.

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

5/12/2009

Accounts Payable checks/vouchers #55341 thru 55403 in the amount of \$455,778.03.

Accounts Payable checks/voucher #55404 for a utility refund in the amount of \$58.92.

Accounts Payable checks/vouchers #55405 thru 55492 (including wire transfer #'s 4282009 & 24915127) in the amount of \$262,502.96.

Accounts Payable checks/voucher #55493 for a utility refund in the amount of \$61.17.

PAYROLL CERTIFICATION

Payroll for April 16-30, 2009 for checks **28173-28201** including Direct Deposits and Electronic Transfers in the amount of \$ **539,716.02**.

Action Item #1

COMMUNITY DEVELOPMENT COMMITTEE

DATE: May 4, 2009

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a Water Developer Extension Agreement with Bonlak Investment LLC for the Bonney Lake Self Storage Development

The Bonlak Investment LLC is renovating the existing Water main for Bonney Lake Self Storage which is inside the City limits. The renovation will require upgrading the water system to meet current fire flow requirements.

The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water improvements to the City's system.

This developer extension agreement enables the City to be reimbursed for plan review, inspection and testing costs of infrastructure improvements as well as establishing the terms of the City accepting the improvements when they are complete.

ORDINANCE/RESOLUTION:

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

FINANCE DIRECTOR _____

CITY ATTORNEY _____

2009 Budget Amount Current Balance Required Expenditure Remaining Balance

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>5-4-09</u>	<u>James Rackley</u>	_____
David Bowen	<u>5-4-09</u>	<u>David Bowen</u>	_____
Dan Decker	<u>5-4-09</u>	<u>Dan Decker</u>	_____

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

CITY ATTORNEY

Please schedule for City Council Meeting date of: May 12, 2009

Consent Agenda: Yes No

RESOLUTION NO. 1942

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER DEVELOPER EXTENSION AGREEMENT WITH BONLAK INVESTMENT LLC FOR THE BONNEY LAKE SELF STORAGE DEVELOPMENT

Whereas, The Bonlak Investment LLC wishes to renovate the current Water system which is inside city limits; and

Whereas, The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for the water improvements to the city's system. The City Council finds that it is in the public interest that this agreement be carried out at this time;

Now therefore, be it resolved; that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached Water Developer Extension Agreement with Bonlak Investment LLC for the improvements for the Bonney Lake Self Storage.

PASSED by the City Council this 12th day of May, 2009.

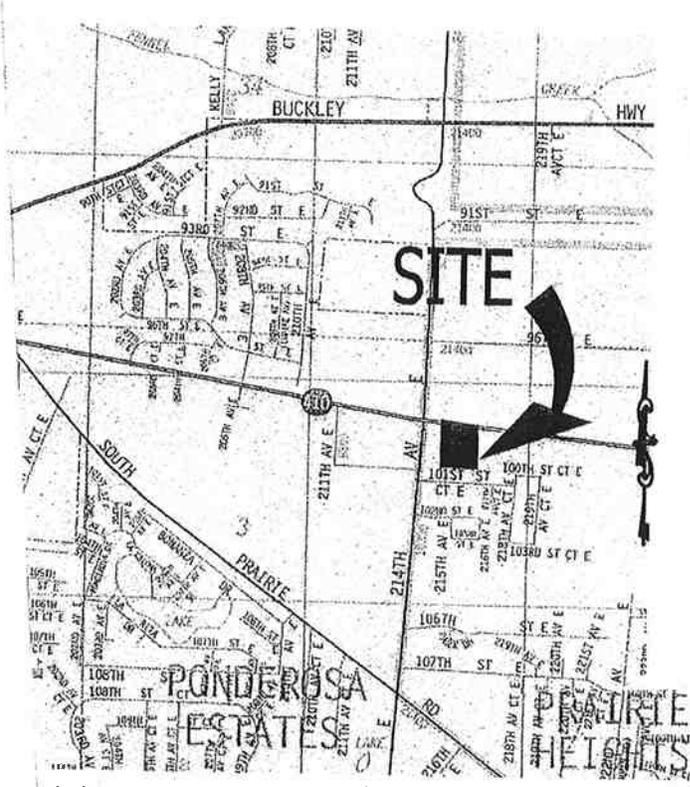
Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



VICINITY MAP
NOT TO SCALE



WATER DEVELOPERS AGREEMENT

PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and Bonlak Investment LLC, hereinafter referred to as "Developer".

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides WATER service within the corresponding WATER service area boundary, and the above-named Developer is preparing to construct a WATER system, or additions thereto, and said development requires the City's WATER service.

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Developer agrees to design and/or construct the WATER system, or additions thereto, to be connected to the City's WATER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER system, or additions thereto, shall be located within that area commonly referred to as Bonney Lake Self Storage, which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".

- II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER plan, which agreement shall include oversizing of WATER mains as may be identified in the City's adopted WATER comprehensive plan or as approved by the City Engineer. As an additional condition to the City obligations under this agreement the developer shall:
 - A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.
 - B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.

- III. The developer agrees that the construction of the WATER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
 - A. The developer shall furnish the City with five (5) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.

- B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.
- C. Minimum requirements for all plans for WATER system, or additions thereto, submitted to the City for review are:
1. Five (5) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant. Additional sets may be required by the City.
 2. A preliminary plat of the area in which said WATER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.
 3. A map showing the location of the plat in relation to the surrounding area.
 4. A contour map of the plat with contour intervals of two feet or less.
 5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
 6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
 7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
 8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.
 9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".
 10. Approvals from all regulatory agencies.
- D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:
1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER improvements.

2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER system including services.
 3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to "approval construction drawings" may be warranted and required by the City, based on actual local field conditions.
 4. All contractors and subcontractors shall have a current Washington State Contractors License.
 5. The Developer's WATER system, or additions thereto, on Premises shall not be connected to the City WATER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.
- E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to indemnify and hold harmless the City from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Developer's express or implied obligations under this Agreement. The Developer waives any right of contribution against the City.

It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or Subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree that all third party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. The City retains the right to approve claim investigation and counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, this indemnification shall be void and the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder indemnify the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25% negligent, the Developer shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total

amount in excess of 25% of the claimant's total damages.

- F. In the event the Developer in his operation damages or disrupts existing improvements, the repairs shall be made at the Developer's expense. In the event they are so damaged or the service disrupted and the Developer fails or is unable to immediately restore the service, then the Owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

If any damage is done to an existing utility, the Developer shall notify the utility company involved who will dispatch a crew to repair the damage at the Developer's expense. All costs for the same shall be at the Developer's own expense.

The Developer shall be aware that some existing WATER facilities are known to contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with WISHA safety regulations and provisions contained within WAC 296-62077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing, asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in - place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that all existing drainage systems, whether open ditch, buried pipe, or drainage structures, are not on record. It shall be the responsibility of the Developer to repair or replace all such systems found during construction, which are damaged by the Developer's construction in a manner which is satisfactory to the City.

Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored as described above. The Developer will be required to furnish the City with a written release from said private property owners, if the City deems it to be necessary to obtain such document.

- IV. The construction, of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on

advance notice on his construction schedule during, the various construction phases as requested by the City.

- V. The Developer further agrees to deposit an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred plus 10% administrative costs, for such supervision. The City will pay for these bills out of the monies deposited. If the amount of money on deposit is depleted or reduced such that there is inadequate coverage for expected expenses, the City will stop work until the deposit account is adequate to cover expected expenses. Any accrued interest will be to the benefit of the City.
- VI. The Developer's WATER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
 - A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
 - B. Payment of all permit fees and equivalent assessment charges and any other applicable City charges required for Premises.
 - C. Payment of all plan check and inspection fees.
 - D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.
 - E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.
 - F. Furnish the City with a Bill of Sale conveying, the WATER system to the City.
 - G. Furnish a one year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the water system will be free of defects in labor and materials. Form to be prescribed by the City.
- VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.
- VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above , the City shall accept the water system, and agree therewith to operate and maintain said system.

IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 10th day of February 2009

DEVELOPER: [Signature] Date 2/10/09
Signature

Ward M. Johnson
Printed Name

Partner
Company Title (as applicable)

6102 North 9th Street Ste 100
Address

Tacoma WA 98406-2036
City State Zip

Phone No. 253-564-4620 FAX No. 253-566-9441

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this ____ day of _____ 20____

Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT 'A'

PLAT NAME Bonney Lake Self Storage

DEVELOPER: Bonlak Investment LLC

LEGAL DESCRIPTION:

(PER DEED OF TRUST AFN 200312311197)

THE EAST 290 FEET OF THE WEST 620 FEET OF THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 2, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, LYING SOUTH OF PRIMARY STATE HIGHWAY NO. 5.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED AUGUST 26, 1991 UNDER RECORDING NO. 9108260488.

RESOLUTION NO. 1943

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO ELECTRONICALLY SUBMIT A GRANT PROPOSAL TO THE UNITED STATES DEPARTMENT OF JUSTICE EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM.

WHEREAS, Federal Stimulus funding has set aside an additional \$26,268 in the Edward Bryne Memorial Justice Assistance Account for Bonney Lake; and

WHEREAS, the Justice Assistance Grant (JAG) Program requires the governing body to authorize the application for Federal funds; and

WHEREAS, the JAG Program requires the mayor to certify as to the Recovery Act Reporting Requirements; and

WHEREAS, the JAG Program further requires the mayor to certify as to the Requirements for Receipt of Funds for Infrastructure Investments;

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF BONNEY LAKE DOES HEREBY RESOLVE THAT:

The City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the JAG grant application and certifications, and further authorizes the grant application to be submitted electronically, per Federal guidelines, for \$26,268 for communications equipment as set forth on the allocation list established by the Bureau of Justice Statistics in connection with the JAG Program.

PASSED by the City Council this 12th day of May, 2009

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Application for JAG Program Funds
from the
City of Bonney Lake, WA

Program Narrative—Attachment 1

Introduction

The City of Bonney Lake requests funds equivalent to the \$26,268 set forth on the JAG allocation list established by the Bureau of Justice Statistics. The JAG funds will offset an estimated 15-20% of the city's cost to install a radio antenna tower to establish radio frequency interoperability at 800 MHz. Additionally, the JAG funds will allow the city to fully fund technology improvements within our municipal court.

Program Description

Funds made available through the JAG will support two projects essential to the maintenance of public safety and good order of the City of Bonney Lake, Washington. Specifically, the funds will support two top-priority projects: 1) Radio Communications Interoperability and 2) Municipal Court Technology Improvements.

Radio Communications Interoperability Project

Goal

Establish radio frequency interoperability for the City of Bonney Lake thus creating an effective communications system that will enhance the police department's ability to meet citizen's public safety needs.

This goal is consistent with the Federal Communications Commission's goal of promoting public safety interoperability and will meet the Association of Public-Safety Communications Officials recommended public safety standard for radio coverage.

Objective

Increase the city's current inadequate frequency coverage to complete coverage at 800 MHz within city limits and future growth areas.

- Project: Install a second radio antenna tower on city-owned property located in Allan Yorke Park.

Project Description

The City of Bonney Lake, which is located 20 minutes east of Tacoma, has experienced staggering growth in the last ten years. An effective communications system is central to ongoing local law enforcement activities aimed at maintaining a safe and secure

environment and ensuring the growing population is prepared and protected in the event of large-scale emergencies or disasters.

Current radio coverage is well below current public safety standards, thus limiting reliable and critical communications among the police force and with neighboring public safety agencies (see attachment 1a). Further, the current VHF frequency (150 MHz) is susceptible to harmful interference, vandalism, and eavesdropping. The current system also relies on a single base station inherently lacking alternatives should there be a failure at that station.

To remedy this situation, the city is executing an 800 MHz radio communications plan which calls for a two-site simulcast expansion of the current two-site 800 MHz system already in existence in neighboring Puyallup, WA. This expansion includes erecting two towers at strategic locations within the city and also establishing a link from one of the towers directly with the Puyallup Emergency Operations Center. Once tied into Puyallup's system, "trunking" will allow expanded capability and tie-in with other local coverage areas. Additionally, multiple channels, redundant system controllers, and multiple transmitting/receiving sites protect against outages on single channels, controllers, or sites.

Once implemented fully, Bonney Lake and surrounding areas will have dramatically improved radio coverage at 800 MHz (see attachment 1b). The resulting interagency operability, reduced interference, and improved in-building coverage will increase officer safety and effectiveness.

Timeline

All radio equipment is on order and the first tower project is already underway with an estimated installation completion date of August 31, 2009. JAG Funds will specifically be used to offset costs incurred by the city in connection with the erection of the second radio antenna tower. This tower will be located at city-owned and operated Allan Yorke Park. This second tower, which is the final piece of the project, is scheduled for completion by November 30, 2009. Once complete, the entire system will be complete and in place for use.

Organization Information

As the number one priority for the police department, the police chief has had an active role in the execution of this project from the beginning. The police department has collaborated extensively with neighboring agencies and jurisdictions in the planning of the project. Further, we will be tying into a local system that has already been tested and proven successful and effective. All phases leading up to this final 2nd-tower project have been funded through a loan received from Motorola.

Performance Measurement

The success of the project will be measured by dramatically increased frequency coverage. Upon project completion and as part of the acceptance test package, frequency

coverage testing will be conducted in accordance with the Telecommunications Industry Association standard.

Budget Narrative

JAG Funds in the amount of approximately \$23.5K will specifically be used to offset costs incurred by the city in connection with the erection of the second radio antenna tower. \$55K will be obtained through a reimbursement from the city of Puyallup based on a dispatch service agreement in connection with this project. The balance of the tower will be paid for via funds secured from the drug seizure fund. The city will utilize and follow the procedures of the Small Works Roster.

Municipal Court Technology Improvement Project

Goal

To provide professional and prompt services dedicated to ensuring equal justice in the resolution of infraction matters and criminal prosecutions.

Objective

Increase the volume of electronic traffic citations processed each week by the existing municipal court staff by 15%.

- Project: Provide the municipal court staff with dual desktop monitor capability through the acquisition of seven flat-screen computer monitors.

Project Description

Due to the aforementioned growth of the city, the demands on the police department, and consequently the municipal court, have grown tremendously. This growth has placed an increased demand on the court staff to process infraction and criminal filings during a climate where hiring additional staff is not a financially viable option.

An electronic ticketing initiative has been launched by the city to expedite the issuance of traffic violations by the police department. E-ticketing allows an officer to accomplish more by cutting the time to issue a violation to one-third of the time required to manually issue the same violation. When the court staff processes these violations, they currently must toggle between various state software and web-based computer applications to validate data and process citations. These applications include the Justice Information System, Department of Licensing module, and Administrative Office of the Courts Electronic Ticket Processing (ETP) module.

The constant toggling between screens disrupts the rhythm and flow of the staff as they must constantly relocate their position on a given application. The toggling has also caused the ETP module to “time-out” necessitating staff to start from the beginning and toggle/click again to their previously marked location. Over the course of days and weeks, much time is lost with these inefficiencies.

The city will use JAG funds to purchase 7 monitors in order to establish dual-monitor work stations for staff members involved in ticket processing. The new workstation enhancement will allow staff to work more efficiently and meet the increased ticket volumes without increasing current staff levels. The resulting increased processing time will improve internal customer service with the police department and external customer service with the public by allowing the city to fully implement the e-citations initiative in a responsive and supportive manner.

The resulting increased processing time will have two notable impacts:

- Internal customer service with the police department will be improved as the court provides prompt turn-around on actions taken by the officers.
- External customer service with the public by allowing the court to be responsive to and provide accelerated resolution of violations committed by the public.

Timeline

The municipal court is ready to obtain the new monitors immediately.

Organization Information

This project is the priority of our court administrator and has the full support of the staff, judge, and city administrator. Additionally, the police chief supports the project because of the key role the court provides in full e-ticketing implementation.

Performance Measurement

The court administrator is establishing a baseline for the current volume of traffic violations processed. Once the new monitors are in place, she will track the volume monthly to validate the anticipated 15% increase in performance.

Budget Narrative

The quantity of seven 19" flat screen monitors and video cards will cost an estimated \$400 each for a total of \$2,800. These will be procured utilizing the State contract for computer monitors.

Attachments

Attachment 1a—Current Radio Frequency Map

Attachment 1b—Proposed Radio Frequency Map after project completion

Attachment 2—Budget and Budget Narrative

Attachment 3—Review Narrative

Attachment 4—Abstract

Attachment 5—Certifications

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

<u>Department/Staff Contact:</u> Community Development Department/John P. Vodopich	<u>Council Meeting Date:</u> May 12, 2009	<u>Agenda Item Number</u> AB09-81
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u> Deputy Mayor Swatman

BUDGET INFORMATON

<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
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Explanation: Not Applicable

Agenda Subject: Motion of the Council to add the issue of view protection to the Planning Commission's 2009 work program.

Administrative Recommendation: Approve

Background Summary:

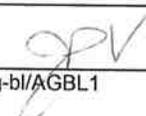
Various properties in the City have views that may, over time become obstructed by vegetation. By adding this issue to the Planning Commission's 2009 work program, the Planning Commission would be directed to review and make recommendations on matters related to 'view protection'. This would be considered a 'low' priority.

<u>Council Committee Dates:</u>	<u>Agency/Commission Dates:</u>	<u>Board/Hearing Examiner Dates:</u>
Finance Committee:	Planning Agency :	Park Board:
Public Safety Committee:	Design Commission:	Hearing Examiner:
Community Development & Planning Committee:	Civil Service Commission:	
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. 	Mayor	Date City Attorney reviewed
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