

CITY COUNCIL MEETING

**January 12, 2010
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 items appearing 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 speaker 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

A. Flag Salute

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin 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/City Clerk Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

- a. AB10-26 - A Motion of the Bonney Lake City Council Appointing a Representative and Alternate Representative to the Pierce County Regional Council.

3. Presentations:

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

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

C. Correspondence:**III. COUNCIL COMMITTEE REPORTS:****A. Finance Committee****B. Community Development Committee****C. Public Safety Committee****D. Other Reports****IV. CONSENT AGENDA:**

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

- 6-21 A. Approval of Minutes: December 15, 2009 Workshop and December 22, 2009 Meeting.
- B. Accounts Payable Checks/Vouchers: Accounts Payable checks/vouchers #57569 thru 57606 (including wire #'s 121709 & 28128495) in the amount of \$2,535,963.43; Accounts Payable checks/vouchers #57607 thru 57659 (including wire # 142010) in the amount of \$1,091,236.60; Accounts Payable checks/vouchers #57660 thru 57665 for Utility Refunds in the amount of \$332.15.
- C. Approval of Payroll: Payroll for December 1- 15 2009 for checks 28670-28690 including Direct Deposits and Electronic Transfers in the amount of \$ 379,633.74. Payroll for December 16- 31 2009 for checks 28691-28720 including Direct Deposits and Electronic Transfers in the amount of \$ 589,140.78
- 22-41 D. AB10-03 - Resolution 1993 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with RH-2 for the Design of Leaky Water Main Replacement - Phase 2C.
- 42-50 E. AB10-04 - Resolution 1994 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Intolight Contract to Install 15 Street Lights in the SR 410 Medians in Eastown between 214th Avenue East and 234th Avenue East.
- 51-56 F. AB10-05 – Resolution 1995 – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign the Puget Sound Energy, Inc. Easement on Parcel #920000-007-0 to Serve the Greenwood Apartments.
- 57-65 G. AB10-08 – Resolution 1998 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign the SR 410 City Median Maintenance Agreement GM-1539 from the State of Washington Department of Transportation.
- 66-89 H. AB10-09 Resolution 1999 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign the SR 410, 214th Ave. E. to 234th Ave. E. Stormwater Mitigation Properties Agreement GCA-6371 from the State of Washington Department of Transportation.
- 90-93 I. AB10-22 - A Motion of the Bonney Lake City Council Voting for Mark Hamilton as the At-large Position #2 Representative to the Zoo/Trek Authority Board.

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.

94-100

- J. AB10-24 - Resolution 2006 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign an Interlocal Agreement with the City of Buckley for Planning Services.

V. FINANCE COMMITTEE ISSUES:

101-128

- A. AB10-23 - Resolution 2005 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Approving and Authorizing the Mayor to Sign a New Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, Local No. 120, for the Years 2010-2012.

129-134

- B. AB10-27 - Resolution 2008 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing an Interlocal-Agreement Between the Sumner School District and the Cities of Bonney Lake and Sumner to Operate a Joint Recreation Program.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**VII. PUBLIC SAFETY COMMITTEE ISSUES:****VIII. FULL COUNCIL ISSUES:**

135-136

- A. AB10-16 - A Motion of the Bonney Lake City Council Approving a Planning Commission Annual Work Plan for 2010.

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.

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

<u>Department / Staff Contact:</u> ASD / HT Edvalson	<u>Workshop / Meeting Date:</u> 12 Jan 2010	<u>Agenda Bill Number:</u> AB10-26
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: PCRC Representative and Alternate

Proposed Motion: AB10-26 - A Motion of the Bonney Lake City Council appointing a representative and alternate representative to the Pierce County Regional Council.

Administrative Recommendation: Reappoint Councilmember Rackley and appoint an alternate.

Background Summary: The PCRC has requested confirmation of the City of Bonney Lake's appointed representative and alternate by March 1st. Councilmember Rackley has been serving as the Council's representative to the PCRC. Former Councilmember King was serving as the alternate. The Council may wish to affirm its appointment of a primary representative at the same time as appointing an alternate.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
		None.	

Budget Explanation:

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: -
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

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

Signatures:

Director Authorization HT Edvalson	Mayor NL Johnson	Date City Attorney Reviewed Not Required.
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PCRC/GMCC/TCC REPRESENTATIVES FOR 2010

PCRC Representative:

Councilmember James Rackley
City of Bonney Lake
P O Box 7380
Bonney Lake WA 98390-0944
Fax: (253) 862-8538
Phone: (253) 862-5326
rackleyj@ci.bonney-lake.wa.us

PCRC Alternate:

???

GMCC Representative(s):

Heather Stinson

City of Bonney Lake
P O Box 7380
Bonney Lake WA 98391-0944
Fax: (253) 826-1921
Phone: (253) 447-4355
stinsonh@ci.bonney-lake.wa.us

Alternate:

John P. Vodopich, AICP
Community Development Director
Office: (253) 447-4345
Cell: (253) 261-5234
vodopichj@ci.bonney-lake.wa.us

TCC Representative:

Dan Grigsby
Public Works Director
Phone: (253) 447-4347
grigsbyd@ci.bonney-lake.wa.us

CITY COUNCIL WORKSHOP

**December 15, 2009
5:30 p.m.**

MINUTES

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.

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I. Call to Order:

Mayor Neil Johnson, Jr. called the workshop to order at 5:31 p.m.

II. Roll Call: [A1.3]

Administrative Services Director/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 Dave King and Councilmember James Rackley.

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

III. Agenda Items:

5:31:47

A. Continued Public Hearing: AB09-192 – Resolution 1991 – WSU Forest Development Agreement.

Community Development Director Vodopich provided a presentation describing the proposed agreement. He also explained the various revisions that have been made to the agreement based on input from public and the Council at the December 8, 2009 Meeting. The proposed agreement is tied to the proposed WSU Comprehensive Plan amendment. It includes a condition that all parties must sign the agreement by December 31, 2009 or the Comprehensive Plan amendment ordinance and amendments will be void. The revised agreement includes a proposed R-3 Midtown zoning overlay for the WSU site, which the Council would need to approve in 2010. Director Vodopich also described restrictions on the property to be deeded to the City, property transfer timing, Master Drainage Design plan, transportation, tree preservation, and interim use of trails. Councilmembers expressed concern about which areas would be covered by a zoning overlay, and whether it would cover the WSU site only, the entire Midtown area, or Citywide.

Mayor Johnson opened the Public Hearing at 5:48 p.m.

John Sigafos, 19721 99th St E, Bonney Lake, urged the Council to consider the ongoing lawsuits against Quadrant Homes by Bonney Lake residents. He said the company’s homes were poorly constructed and have endangered the health of homeowners. He asked the Council not to do business with Quadrant Homes. He read a portion of a current lawsuit statement aloud.

Dennis Tompkins, 10711 164th Ave Ct E, Bonney Lake, read aloud a letter that was also submitted to the Clerk. He spoke against the proposed development agreement and Comprehensive Plan amendment. He said the proposed agreement says they will save a grove of Western Red Cedars on the residentially zoned portion of the site, provided an arborist certifies that they can survive. He said the trees will be in standing water most of the year and could not survive that environment.

Mayor Johnson clarified that this Public Hearing is on the proposed development agreement only. He said if the agreement is approved and the City receives property from the site, a separate process will begin to determine how the City should use the property. He said though he favors developing ball fields, this decision will be made only after the Planning Commission, Park Board, citizens, and Council review the options in the future.

Chris Lunn, 18503 74th St E, Bonney Lake, encouraged the Council to take a long-range view when considering the agreement. He said from the citizen's point of view it seems like the City has already decided how the City's property will be used, and citizens can do nothing about it. He said his family has been in Bonney Lake since 1954 and he has seen many changes, good and bad. He said global warming is happening at a faster rate than first anticipated, and cities need to consider ways to support residents with farms and other resources.

Fred Jacobsen, 9100 184th Ave Ct E, Bonney Lake, described the history of the WSU forest. He said Weyerhaeuser bought the property for \$1 per acre in 1856 and has not paid taxes on the site since 1941. He said he would like to see the forest remain natural and not be developed. He said if it is developed, the City should require low impact development practices to be used to reduce runoff and preserve open spaces and water resources. He said if development occurs, time should be spent to review the project section by section. He said the current Public Facilities zoning could support construction of a medical center. He said the residential portion of the site should use low-impact development techniques to save as much of the forest as possible. He spoke against the proposed R-3 zoning overlay and said Bonney Lake should be a livable, walk-able community. He said the City already lost the historical Moriarty home and hopes the WSU forest will not be taken down as well.

Pete Lymberis, P.O. Box 130, Bellevue, spoke on behalf of Quadrant Homes. He said information on the litigation mentioned by Mr. Sigafos is available on the Quadrant Homes website. He thanked the Council, Planning Commission and staff for their work to revise and improve the proposed agreement. He said the proposed Comprehensive Plan amendment has been available to the public since July 2009 and citizens have had many opportunities to speak. He spoke in favor of the proposed agreement, and said representatives from the YMCA, Good Samaritan Hospital, medical groups and citizens have also spoken for the proposal. He said the agreement provides many benefits to the City, including a dedicated space for a recreation center, open land, trails, and water features. The project will pay TIF fees, mitigation fees and intersection improvements that will improve area traffic. He said the proposed developers agreement will help avoid problems in the future, and benefits all parties. He said Weyerhaeuser and WSU representatives support this agreement and are eager to approve it.

Winona Jacobsen, 9100 189th Ave Ct E, Bonney Lake, said the value of the WSU forest has gone up dramatically over the years. When the forest was first closed to public access there was a massive public turnout. She said she would prefer that all the land except the City's portion be zoned commercial. She said the City should require the developer to retain 25% of the trees, which is an option in the code. She said she opposed R-3 zoning changes as a Planning Commissioner. She suggested that higher densities in the residential would save more of the forested area. She said people move to and stay in Bonney Lake because of things like its mountain views, lakes, and forests.

Melissa Johnson, 4912 N Vista Dr E, Bonney Lake, spoke in favor of the proposed agreement and in developing the City's land for athletic facilities, a YMCA, open space and trails. She said the WSU forest has been closed for years and is the site of crime, illegal camping and drug activity. She said the site could provide recreational uses for kids and adults, as well as multifamily residences on a main corridor with businesses and public transportation. She said the City could develop the site to add ball fields and save trees. Councilmember Decker asked how new facilities would be funded. Mrs. Johnson said the City could partner with various organizations in the area to raise funds for athletic facilities.

Cheryle Noble, 18612 73rd St E, Bonney Lake, is a past Councilmember and spoke against the proposed agreement. She said the R-3 overlay proposal is an example of developers planning the City, instead of the Council. She said in this agreement, 12 acres of the City's 47 acres of land will be used for stormwater management, and the rest will be used to meet the developer's 25% tree retention. She said if the City develops its property there will be no trees left. She asked whether the Council is worried about potential litigation if the agreement fails. She said crime was not an issue before WSU closed the forest. She said the citizens and City should benefit from any agreement, not just the developer.

George Brown, 8410 Locust Ave E., Bonney Lake, spoke in favor of saving the forest with improvements. When he first moved to the City he used the WSU forest trails often. He said not many people used the trails, and he saw evidence of illegal camping, trash, and other illegal activities even before the trails were closed. He said he wants to save the trees but also wants to ensure public safety is considered.

Chris Lavalley, Sumner Soccer Club President, said the 47 acres offered to the City would be very helpful for potential athletic fields. He said his league is volunteer-run and teams are spread out over a wide area to find places to play. He said tournaments on City fields could help pay for the fields and bring increased revenues to local businesses. He was not in favor of waiving park impact fees to the developer, which is included in the current agreement.

Leota Musgrave, 9308 202nd Ave E, Bonney Lake, expressed concern over how many trees would be cut down. She said the trees might be replanted but will take many years to be replaced. She said the forest is the best place in the City.

Mary Miller, Bonney Lake, owns Big E Nursery and has lived in the area for 20 years. She said cities are known for their parks and environment. She said cities

like Fife and Sumner have allowed too much development, while those like Gig Harbor have demanded to keep trees and the city’s look. She said the City can do better and save a large portion of the land for residents.

Seeing no further speakers, the Public Hearing was closed at 6:52 p.m.

At 6:52 p.m. Councilmember Rackley moved for a 10-minute break. Councilmember Carter seconded the motion.

Motion approved 7 – 0.

The Workshop was brought back to order at 7:03 p.m.

7:03:25

- B. **AB09-196** – A Motion of the City Council Waiving the Provisions of Bonney Lake Municipal Code 2.04.710 to Allow Immediate Discussion of Public Testimony Following the Close of the Public Hearing.

Councilmember Bowen moved to approve the motion. Councilmember Hamilton seconded the motion.

Motion approved 7 – 0.

7:04:20

- C. **Discussion Following Public Hearing: AB09-168 – Ordinance D09-168** – An Ordinance of the City Council of the City of Bonney Lake Amending the Comprehensive Plan Land Use Designation and Zoning for Tax Parcel Nos. 0519032005, 0519031000, 0519034002, also Known as the WSU Forest.

Community Development Director John Vodopich said the ordinance was revised to make it contingent on approval of the development agreement by December 31, 2009. The Comprehensive Plan amendment and the development agreement would both be voted on at the December 22, 2009 Council Meeting. He said denial of the WSU Forest amendment or agreement would not affect the other Comprehensive Plan amendments under consideration for 2010. Assistant City Attorney Haggard said the Growth Management Hearing Board reviews appeals for all kinds of Comprehensive Plan appeals. She said the Board has stated that it has no right to overturn a Council’s decision to deny a Comprehensive Plan amendment, however. The item was forwarded to the December 22, 2009 Meeting for action.

7:07:47

- D. **Discussion Following Public Hearing: AB09-192 – Resolution 1991** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, to Approve the WSU Development Agreement.

Deputy Mayor Swatman asked about the 25% tree retention policy. Director Vodopich said the Municipal Code gives the City the right to impose up to 25% maximum tree retention for non-residential development, but no more. If the City required 25% retention for the commercial site, that would be about 8.75 acres of trees. The development agreement states that City’s land meets the tree retention requirements. Deputy Mayor Swatman said it is more complicated to have mitigation off-site with the City, and if the City develops its land the mitigation will be gone.

Deputy Mayor Swatman asked about the proposed traffic mitigation and signal. Public Works Director Grigsby said the traffic improvement will benefit the commercial site and provide mitigation. Director Vodopich said the signal is included in Phase 2 of the proposed development plan. Deputy Mayor Swatman said he feels the proposed R-3 zoning overlay should apply specifically to the WSU site, and not other parts of the City.

Deputy Mayor Swatman also asked about fire protection requirements in the residentially zoned area. Director Vodopich said fire protection is addressed in the agreement and the proposed R-3 zoning overlay as well. He said the overlay zoning could be amended to require sprinkler systems. Councilmember Bowen said the residential area should be allowed to have higher density to allow high-rise apartments and other types of residences.

Councilmember King asked for clarification on the indemnity and use terms in Section 7.10. Assistant City Attorney Haggard said this means that if someone is injured on the property, it will be indemnified by the City's insurance. She said State law severely limits liability for injuries on recreational properties, and did not see the potential for major liability in this clause.

Councilmembers further discussed the proposed R-3 zoning overlay. Assistant City Attorney Haggard said the agreement includes the basic outline of the R-3 zoning overlay, and the Council should develop that now as it will be part of the agreement. She confirmed that the Planning Commission would still review and make a recommendation on the proposed zoning overlay in 2010, and the Council would still need to review it and take action as well. Director Vodopich confirmed that the proposed agreement can only be amended after public notices and hearings are held, and all parties approve.

Councilmembers Carter and King said they were not sure if the proposed land for the City is large enough to house a full recreation complex. Councilmember King agreed and said that the City will only know how much land is available for use after the final Master Drainage Design is complete in 2010. In addition, he said parking and other infrastructure is needed for any sports fields. He said the City should consider acquiring land more suitable for a large athletic complex elsewhere, and keep the forested land for passive uses.

She said she wants to ensure the forest is safe before it is reopened to the public. She asked that the same arborists who reviewed the WSU forest before it was closed for safety reasons be contracted to review the Western Red Cedars on the site.

Assistant City Attorney Haggard clarified the interim use of trails section. She said the City would be allowed to use the trails on the commercial and residential portions of the site, as well as the City's property, until the properties are ready to be developed. The development is expected to come in several waves, so parts of the forest will be available for trails longer. The agreement states that if engineering plans are not approved by 2035, the City's use of the trails will end. In addition, either party can terminate the interim trail use at any time until 2035; WSU must give one year's notice prior to terminating the City's interim trail use.

Councilmembers reiterated that nothing has been decided about how the City’s property might be used after acquisition. Environmental review, public hearings and a lot of review will take place before any action is taken. The proposed resolution was forwarded to the December 22, 2009 Meeting for action.

7:54:17

- E. **Action: AB09-197** – A Motion of the Bonney Lake City Council Nominating an Elected Official to the Zoo/Trek Authority Board for the At-large Position #2 Vacancy.

Councilmember Bowen nominated Councilmember Mark Hamilton to the Zoo/Trek Authority Board position. Councilmember Rackley seconded the motion.

Councilmember Hamilton was nominated for the position by a 7 – 0 vote.

7:58:46

- F. **Council Open Discussion:**

Toy & Food Drives: Councilmember Carter said the Toy Drive is in need of large gift bags as soon as possible. The Bonney Lake Applebee’s is holding a fundraiser to benefit the Senior Center and Food Bank from December 17 to 20, 2009.

Councilmember Rackley said the Police fundraiser at Applebee’s raised about \$1,000 and the Papa Murphy’s fundraising effort was a big success.

Rebate Programs: Councilmember Carter said the City has rebate programs for low-flow toilets and washing machines. She said a low-flow toilet and shower head can save up to \$90 per year and pays for itself.

Snow & Ice Removal: Deputy Mayor Swatman asked the Community Development Committee to review deicing procedures. Director Grigsby said the City has equipment to spray deicer from trucks but needs a brine tank in order to store large amounts of deicer from the County.

Public Meetings: Deputy Mayor Swatman asked whether the Council wanted to hold public open houses in early 2010. Mayor Johnson asked Councilmembers to consider which dates would work best.

Annexation: Deputy Mayor Swatman said he and Director Grigsby met with the Autumn Crest Homeowner’s Association board to discuss what annexing into Bonney Lake would mean for their residents. He said he will continue to contact people to gauge the level of interest in annexation.

8:05:37

- G. **Review of Council Minutes:** November 24, 2009 Meeting, December 1, 2009 Workshop, December 5, 2009 Special Meeting and December 8, 2009 Meeting.

Councilmember Carter thanked staff for their work on the minutes from recent Public Hearings. She made several corrections to the December 8, 2009 Minutes: on p. 2, Roger Watt said “at least 60 years,” not 6 years; a typographical error on p. 3; and on p. 6, Marian Betzer was recognized by the “Forever Green Council.” The minutes were forwarded to the December 22, 2009 Meeting for approval with corrections.

8:06:57

IV. Closed Session:

Pursuant to RCW 42.30.140(4)(a) the City Council met in a closed session at 8:10 p.m. for 15 minutes to discuss labor negotiations. No actions were taken. The Workshop returned to order at 8:25 p.m.

V. Adjournment:

At 8:25 p.m. Councilmember Rackley moved to adjourn the workshop. Councilmember Decker seconded the motion.

Motion approved 7 - 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items submitted to the Council Workshop of December 15, 2009:

- City of Bonney Lake – *Presentation “WSU Development Agreement Key Points”* – Community Development Director John Vodopich.
- Bonney Lake Citizen – *Letter re: WSU Forest (opposition)* – Chris Lunn.
- Bonney Lake Citizen – *Email re: WSU Forest Comprehensive Plan Amendment* – Glenn Kasman.
- Bonney Lake Citizen – *Email re: WSU Development* – Lauren Moore.
- Bonney Lake Citizen – *Email re: WSU Demonstration forest resource allocation (public record)* – Daniel Bachilla.
- Bonney Lake Citizen – *Email re: Bonney Lake Medical Building* – Brian Schoos, MD.
- Bonney Lake Citizen – *Email re: WSU Forest Proposal – vote yes on the rezone* – Dr. Barbara Blankenship.
- Bonney Lake Citizen – *Email re: Vote on WSU forest Development Plan* – Mies Heisterkamp.
- Bonney Lake Citizen – *Email re: WSU Demonstration Forest comments* – Leigh Goodier.
- Bonney Lake Citizen – *Email re: WSU Forest Comp Plan Amendment* – JD Fitz for Glenn Kasman.
- Bonney Lake Citizen – *Letter to City Council* – Dennis Tompkins.
- Bonney Lake Citizen – *Email re: Bonney Lake MOB* – Jennie Hendrie.
- Bonney Lake Citizen – *Email re: WSU Demonstration Forest* – Camille Herd.
- Bonney Lake Citizen – *Email re: Hearing for the WSU Demonstration Forest* – Joshua Hatley.
- Bonney Lake Citizen – *Email re: More bullying of the city in the latest WSU plan* – Betsy Shultz.
- Bonney Lake Citizen – *Email re: Zoning of WSU Land off Hwy 410* – Rick Heather.
- Bonney Lake Citizen – *Email re: WSU Forest Comments* – Roger Watt.
- Bonney Lake Citizen – *Email re: WSU Forest Hearing – Testimony* – Charles Chu.
- Bonney Lake Citizen – *Email re: WSU Forest Development Plan vote comments* – Mr. & Mrs. Michael Dempsey.
- Bonney Lake Citizen – *Email re: New Development Behind Safeway* – Jina Dempsey.
- Bonney Lake Citizen – *Email re: WSU Forest* – Jerry Bullat.

- Bonney Lake Citizen – *Email re: Quadrant/Bonney Lake* – Skip Skipworth.
- Bonney Lake Citizen – *Email re: Use of WSU Demonstration Forest* – Mike and Jody Low.
- Bonney Lake Citizen – *Email re: WSU Demonstration Forest* – Tanya Morefield.
- Bonney Lake Citizen – *Email re: WSU Demonstration Forest* – Jason Preston.
- Bonney Lake Citizen – *Email re: Soccer Complex* – Michael Breiner.
- Bonney Lake Citizen – *Email re: WSU Demonstration Forest* – Gary Crueger.
- Bonney Lake Citizen – *Letter to the Council re: Developers Agreement* – Fred Jacobsen.
- Bonney Lake Citizen – *Email re: Use Designations and Zoning Public Hearing for the WSU Demonstration Forest* – Ramona & Randy Raub.
- Bonney Lake Citizen – *Email re: WSU Forest* – L. Winona Jacobsen.
- Bonney Lake Citizen – *Email re: I am in favor* – Jacque Coffey, LPN.

CITY COUNCIL MEETING

**December 22, 2009
7:00 P.M.**

MINUTES



"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

Audio Time
Stamp ↓

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:02 p.m.

A. Flag Salute – Mayor Johnson led the audience in the Pledge of Allegiance.

B. Roll Call:

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

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

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: None.

3. Presentations:

- a. **Recognition of Service:** Councilmember David Bowen (48 months) and Councilmember David King (97 months).

Mayor Johnson presented a plaque to Councilmember David Bowen for his service since 2006. The Mayor said he appreciated Councilmember Bowen's unique perspective and insight on the Council. Councilmember Bowen thanked the Mayor and said he will be back in the future to urge the Council to install public art spaces and to develop Easttown.

Mayor Johnson presented a plaque to Councilmember Dave King for his service on the Council since November 2001. Mayor Johnson thanked Councilmember King for his insight, attention to detail and oratory skill. Councilmember King said a lot has changed since he joined the Council in 2001. He expressed appreciation for input from concerned citizens and the hard work of City staff and Councilmembers. He said he would keep involved with the City through the Veteran's Memorial Committee. Deputy Mayor Swatman thanked Councilmembers Bowen and King for their contributions and said he hoped they would both stay involved.

D. Agenda Modifications: None.

7:12:34

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:A. Public Hearings: None.B. Citizen Comments:

Fred Jacobsen, 9100 189th Ave E, Bonney Lake, thanked the Council for all the work they do at meetings and in their personal time. He reminded all that the Police Department's coffee fundraiser is still going on and is a good way to contribute after two officers were shot this week. He thanked the Police and Fire Departments for doing a great job.

Betsy Schultz, 12319 235th Ave Ext E, Buckley, thanked the Council for their hard work. She said she saw a new version of the WSU Development Agreement was available at the Council Meeting that she had not seen before, and asked whether people would have a chance to review and comment on it. She said the City should recalculate the value of the WSU property. She said there are many strings attached, including use of the City's land for storm water mitigation. She said the actual value of the land might be closer to \$1 million, not \$2 million as the developer suggests.

David Bowen, 22523 SR 410, Bonney Lake, said he drove through a Weyerhaeuser tree farm near Elma and thinks that Weyerhaeuser has been a good neighbor to area communities. He described various properties in Bonney Lake that were owned by Weyerhaeuser in the past, and reminded those attending that times change. He said he was speaking as a private citizen, and quoted a popular song lyric, "They paved paradise and put up a parking lot."

C. Correspondence: None.

7:19:49

III. COUNCIL COMMITTEE REPORTS:A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed continuation of the water conservation rebate program, false alarm management, and other year-end items.B. Community Development Committee: Councilmember Rackley said the committee has not met since the last Council meeting.C. Public Safety Committee: Councilmember King said the committee has not met since the last Council meeting.D. Other Reports:

Community Leader's Coffee: Mayor Johnson said he was unable to attend the most recent meeting with Superintendent Gil Mendoza. Councilmember Rackley attended and said it was a nice event with great musical performances.

Fire District: Mayor Johnson said he recently met with Sumner Mayor Dave Enslow, County Councilmember Shawn Bunney, and representatives of East Pierce Fire & Rescue. The group discussed East Pierce Fire & Rescue's (EPFR) concerns that the Auburn fire district is attempting to extend their service area south along Lake

Tapps, and to overlap the EPFR service area. He said EPFR plans to start an educational campaign for residents about the benefits of staying with their fire district, in response to information Auburn's fire district has been sending out.

Council Christmas Donations: Mayor Johnson said the Council will give donations to local charities instead of gifts to each other again this year. He thanked everyone for their contributions, including Councilmember-elect Randy McKibbin.

7:25:16

IV. CONSENT AGENDA:

- A. **Approval of Corrected Minutes:** November 24, 2009 Meeting, December 1, 2009 Workshop, December 5, 2009 Special Meeting and December 8, 2009 Meeting.
- B. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #57384 thru 57465 (including wire #'s 5229160 & 12042009) in the amount of \$556,914.15; Accounts Payable checks/vouchers #57466 thru 57510 for Utility Refunds in the amount of \$4,278.19; Accounts Payable checks/vouchers #57511 thru 57558 (including wire #'s 5315532, 11022009, 12022009 & 12092009) in the amount of \$879,414.51; Accounts Payable checks/vouchers #57559 thru 57568 for Utility Refunds in the amount of \$948.63.

**Councilmember Rackley made a motion to approve the Consent Agenda.
Councilmember Bowen seconded the motion.**

Motion approved 7 – 0.

V. **FINANCE COMMITTEE ISSUES:** None.

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

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

7:25:42

VIII. FULL COUNCIL ISSUES:

- A. **AB09-170 – Ordinance D09-170** – An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Amending the Comprehensive Plan Land Use Designation of the Woodyard Property, Parcel No. 4910000330.

**Councilmember Hamilton moved to approve Ordinance D09-170.
Councilmember Decker seconded the motion.**

Councilmember Carter asked how the City's plans to develop the intersection at 192nd Ave E in the future might affect this property. Public Works Director Grigsby said the project design shows this property would have new curb, gutter and sidewalk installed as part of the project, but did not believe that the City would need to acquire right-of-way on this property to complete the project. He said he could not be certain unless he could view the final plans and maps, however.

Councilmember Decker moved to table proposed Ordinance D09-170 to January 2010. Councilmember Bowen seconded the motion.

**Motion failed 2 – 5.
Deputy Mayor Swatman and
Councilmembers Carter, Hamilton,
King and Rackley voted no.**

Councilmember Hamilton said he does not support the proposed ordinance. He said if adjacent property owners came forward as a group with a Comprehensive Plan amendment, he would be more in favor of the change. Councilmember Decker agreed and said he was not in favor of a single-property rezone.

Motion failed 0 – 7.

- B. AB09-171 – Ordinance 1341** – An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Adopting the 2009 Comprehensive Sewer Plan, the 2008 Comprehensive Water Plan, and Amending the Utilities Element of the Comprehensive Plan Referencing these Plans.

Councilmember Rackley moved to approve Ordinance 1341. Councilmember Decker seconded the motion.

Deputy Mayor Swatman said the revised plans are needed, but cautioned the Council that the data used reflects past economic conditions, not current conditions. He said the Council needs to consider the current economy when making decisions about any future projects. Director Grigsby said both plans have undergone extensive review and public discussion through 2008 and 2009. He said the previous versions are from 2004-05, and these updates provide an important roadmap for staff.

Motion approved 7 – 0.

- C. AB09-192 – Resolution 1991** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, to approve the WSU Development Agreement.

Mayor Johnson thanked staff and Council for their hard work and effort to review and revise the proposed agreement. He said this is probably one of the biggest decisions the Council has ever made. He said the citizens and Council have identified various needs, including a recreation center, medical services, parks and open space. He said his goal is for the City to gain control of at least part of the forest and provide value to the citizens. He said the forest has been closed to the public for several years and it is impossible to predict what might happen in the future. He added that the City also needs to provide high densities on the SR 410 corridor. He said he would fully support whatever the Council decides on this issue.

Councilmember Rackley moved to approve Resolution 1991. Councilmember Decker seconded the motion.

City Attorney Dionne said his office revised the proposed agreement based on input from the Public Hearing comments and Council discussions. He said negotiations with Quadrant have continued through the week. He provided the Council with copies of a revised agreement dated December 22, 2009, and summary of the proposed amendments it includes. He said all the proposed amendments were previously discussed by the Council, and he feels at least six of the seven proposed amendments benefit the City. He suggested that the Council consider a motion to add these amendments to the development agreement prior to voting on it.

City Attorney Dionne reviewed the proposed amendments, which included fire suppression, use restrictions, the proposed connector road, maximum residential densities, zoning overlay, tree preservation, and interim use of trails. The amendments require residential construction to comply with whatever fire codes are in effect at the time of permitting. An amendment to the connector road section refers to the 'SeaStreet' development method for low-impact infiltration techniques and removes eligibility for TIF credits. The amendments remove references to maximum density in the residential area, and specifies which areas are covered by the zoning overlay. In addition, the amendments state that the city's property would not be utilized for tree mitigation, and name mutually acceptable arborists. The amendments clarify that either party may terminate the interim use of trails, and that WSU and Weyerhaeuser are required to give 1 year notice prior to termination. City Attorney Dionne said the proposed amendments have been reviewed by and are acceptable to WSU and Weyerhaeuser.

Mayor Johnson said several citizens signed up to speak on the issue, each of whom have one minute to speak.

Betsy Schultz and Pete Lymberis had already spoken and waived their time to speak.

Larry Ingraham said the Council should consider whether the agreement is good for the City. He said there are many strings attached to the gift of land to the City. He said perhaps 50% of the city's land will be usable after tree mitigation and storm water management needs are met, and the City will pay future maintenance costs.

Fred Jacobsen, 9100 189th Ave Ct E, Bonney Lake, spoke in favor of using SeaStreet concepts in the City. He spoke against a zoning overlay, and said the City should create a new zoning type instead that includes high-rise residential units with low impact to the environment.

George Brown, 8410 Locust Ave E, Bonney Lake, asked to be shown where the forest area is on the City map.

Councilmembers discussed the proposed agreement and the amendments presented by the City Attorney. Councilmembers King and Rackley spoke in favor of the proposed agreement. Councilmember Bowen said he will not vote in favor of the agreement unless it includes language that there will be no traffic light at 204th St E. Councilmember King spoke about the current economic crisis and the City's long-term plans for parks, recreation and open space. He said citizens have spoken to the Council about saving the forest, as well as the need for more fields and a recreation center. He said the proposal is not perfect but it is the best that could be hoped for.

Councilmember Carter spoke against the proposed agreement. She said she is disappointed about tree mitigation requirements and that the property given to the City would not be big enough for the type of recreational uses citizens want. She also spoke against allowing a traffic light at 204th Ave E. She suggested the City phase the project with the medical center first, and the YMCA. She said Weyerhaeuser should help the City raise funds to build a YMCA as well. She said the proposal seems to benefit WSU and Weyerhaeuser more than the City, and it was driven by development, not by the City. She also expressed concern about the residential property setbacks, cutting the forest, sewer expansion, and how the agreement might affect development in Eastown.

Councilmember Hamilton thanked the Mayor and staff members for their hard work negotiating the agreement. He expressed concern about increased densities once the area is developed and traffic issues. He agreed with Councilmember King that the proposal is not perfect but overall it is a good plan, and if it is not approved the property would be outside the City's control, especially if it is sold to someone else.

Councilmember Decker moved to amend Resolution 1991 to include the City Attorney's recommended amendments. Councilmember Rackley seconded the motion.

Motion approved 7 – 0.

Mayor Johnson asked for a roll call vote on Resolution 1991.

**Councilmember Bowen voted no.
Councilmember Carter voted no.
Councilmember Decker voted no.
Councilmember Hamilton voted yes.
Councilmember King voted yes.
Councilmember Rackley voted yes.
Deputy Mayor Swatman voted no.
Motion failed 3 – 4.**

**At 8:24 p.m., Deputy Mayor Swatman moved for a 15-minute recess.
Councilmember Decker seconded the motion.**

Motion approved 7 – 0.

The meeting was brought back to order at 8:50 p.m. City Attorney Dionne said it is difficult to draft a development agreement, as staff must try to respond to public and Council comments and try to provide an agreement that the majority of the Council might approve. He said based on discussion prior to the vote, it appeared that Resolution 1991 would pass if the agreement included language that there will be no signal on 204th Ave E. He said if the Council chooses, they may make a motion to reconsider the previous vote and move to further amend Resolution 1991 to delete references to signal improvements from section 6.6.13, to delete Section 6.6.14 in its entirety, and replace the section with the following language: "The parties agree that

there will be no traffic signal at the 204th / 410 intersection. The parties agree to a right-in, right-out at this intersection.”

Councilmembers discussed the council rules on reconsidering a motion at the same meeting. City Attorney Dionne confirmed that the item can only be reconsidered at the same meeting, and debate is limited to the reasons for reconsideration.

Deputy Mayor Swatman moved to reconsider Resolution 1991. Councilmember Rackley seconded the motion.

Deputy Mayor Swatman said the City Attorney accurately pointed out that he and Councilmember Bowen have specific concerns about the proposed light on SR 410.

**Motion to reconsider approved 6 – 1.
Councilmember Bowen voted no.**

Councilmember Hamilton moved to amend Resolution 1991 by deleting “and signal improvements” from Section 6.6.13, and replacing all language in Section 6.6.14 with the following: “The parties agree that there will be no traffic signal at the 204th / 410 intersection. The parties agree to a right-in, right-out at this intersection.” Councilmember Rackley seconded the motion.

Councilmember Hamilton said this amendment offers a definitive decision for concerns some Councilmembers have. Councilmembers Bowen and Decker said they would approve the resolution with this amendment in place. Councilmembers allowed Pete Lymberis from Quadrant to speak.

Pete Lymberis said as a representative for WSU and Weyerhaeuser, he would need to present the proposed amendment to them for a final decision. He warned that the right-in, right-out access would prohibit the use for the length of the agreement. He said if the City did not support a traffic signal, DOT would not approve it, and recommended the Council leave this language more open. Councilmember Hamilton pointed out that the development agreement could be amended in the future if all parties agreed, so it is not completely inflexible.

Councilmember Decker confirmed with Mr. Lymberis that the residential portion of the WSU forest will not be logged until Quadrant or another builder has gone through the development process.

Motion to amend approved 7 – 0.

Mayor Johnson asked for a roll call vote on the amended main motion.

**Councilmember Carter voted no.
Councilmember Decker voted yes.
Councilmember Hamilton voted yes.
Councilmember King voted yes.
Councilmember Rackley voted yes.
Deputy Mayor Swatman voted yes.
Councilmember Bowen voted yes.**

Motion approved 6 – 1.

Mayor Johnson said the City will wait to receive a signed copy of the amended agreement before he signs the final document.

- D. AB09-168 – Ordinance 1340** – An Ordinance of the City Council of the City of Bonney Lake Amending the Comprehensive Plan Land Use Designation and Zoning for Tax Parcel Nos. 0519032005, 0519031000, 0519034002, also Known as the WSU Forest.

Councilmember Rackley moved to approve Ordinance 1340. Councilmember Decker seconded the motion.

Deputy Mayor Swatman asked about the language related to the Resolution 1991 agreement. City Attorney Dionne said the proposed ordinance will not go into effect until all parties have signed the development agreement. If all parties do not execute the agreement by December 31, 2009, the ordinance is void.

Councilmember Hamilton said he would vote in favor of the ordinance, though he knows some citizens are disappointed by the outcome. He said he feels the changes are in the long-term best interest of the City, and citizens will have a say on what happens to the City’s portion of the property in the future.

**Motion approved 5 – 1 – 1.
Councilmember Carter voted no.
Councilmember Decker abstained.**

IX. EXECUTIVE SESSION: None.

9:12:14

X. ADJOURNMENT:

At 9:12 p.m. Councilmember Rackley moved to adjourn the meeting. Deputy Mayor Swatman seconded the motion.

Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Council Meeting of December 22, 2009:

- City of Bonney Lake – *WSU Development Agreement – City Attorney’s Recommended Amendments* – Assistant City Attorney Kathleen Haggard.
- City of Bonney Lake – *WSU Development Agreement (dated 12-22-2009)* – Assistant City Attorney Kathleen Haggard.

COMMUNITY DEVELOPMENT COMMITTEE

Action Item #1

DATE: 01/04/10

ORIGINATOR: Doug Budzynski

TITLE: Assistant City Engineer

SUBJECT: PSA with RH2 for Leaky Water Main Replacement Design Phase 2C Phase 2B of the project is currently under construction and will replace another 7,500LF of water main. Phase 2C and 2D are the last two phase of the project with Phase 2C replacing approximately 8,700LF of water main.

Resolution 1993 requests authorization from the City Council, for the Mayor to sign a Professional Service Agreement with RH-2 for the design effort to complete Phase 2C of the Leaky Water Main Replacement Project.

ORDINANCE/RESOLUTION: 1993

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>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$1,400,000	\$1,400,000	\$135,000	\$1,265,000

Explanation:

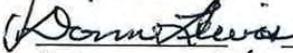
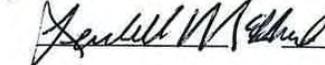
401.068.034.594.34.63.04 P WTF Leaky Water Main Replacement Phase 2C

2010 Budget: \$1,400,000

Previous Balance (2010 Budget - current expenditures) \$1,400,000

New Balance: \$1,265,000

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	1-4-10		_____
David Bowen DONN LEWIS	1-4-10		_____
Dan Decker RANDY MCKIBBIN	1-4-10		_____

COMMITTEE COMMENTS: _____

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

Please schedule for City Council Meeting date of: January 12, 2010

Consent Agenda: Yes No

RESOLUTION NO. 1993

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY
LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A
CONTRACT WITH RH-2 FOR THE DESIGN OF LEAKY WATER MAIN
REPLACEMENT – PHASE 2C.**

Whereas, the City has approved a budget in 2010 that includes the Leaky Water Main Replacement Phase 2C; and

Whereas, the City has identified the need to replace the failing water mains in the City's water system; and

Now therefore, be it resolved;

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with RH-2 in the amount of \$135,000.

PASSED by the City Council this 12th day of January 2010.

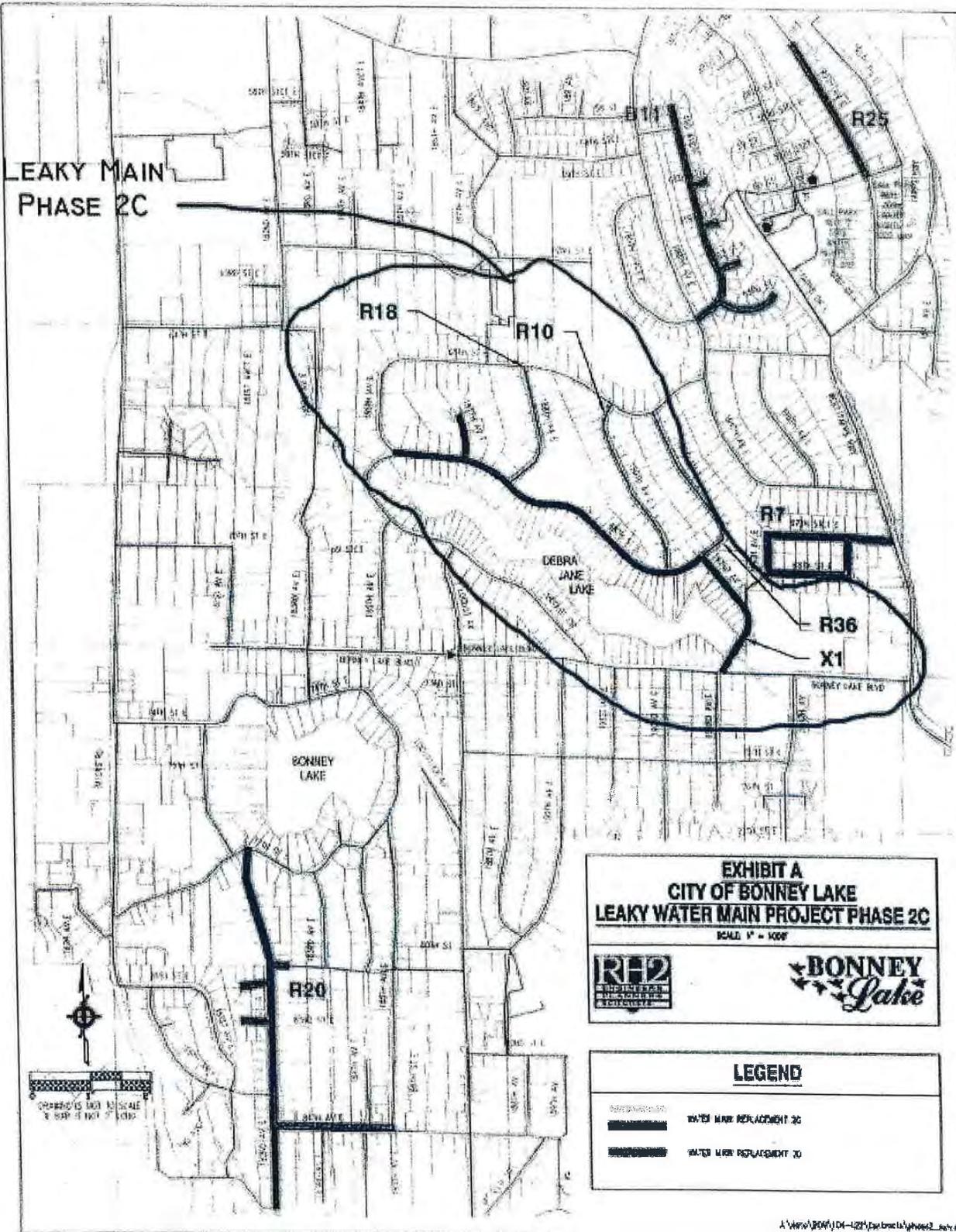
Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney





RECEIVED

NOV 19 2009

BY PUBLIC WORKS

RH2 ENGINEERING, INC

www.rh2.com

mailbox@rh2.com

1.800.720.8052

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Bellingham, WA 98226

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12100-NE 195th St, Ste 100

Bothell, WA 98011

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(fax) 425.398.2774

EAST WENATCHEE

300 Simon St SE, Ste 5

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114 Columbia Point Dr, Ste C

Richland, WA 99352

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SILVERDALE

2021 NW Myline Rd, Ste 107

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TACOMA

One Pacific Building

821 Pacific Ave, Ste 104

Tacoma, WA 98402

(tel) 253.272.3059

(fax) 425.398.2774

November 18, 2009

Mr. John Woodcock, P.E.
City Engineer
City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98390

Sent Via: US Mail

Subject: Leaky Water Main Replacement Phase 2C
Scope of Work and Fee Estimate

Dear John:

This letter presents our engineering services proposal for design of the Leaky Water Main Replacement project Phase 2C planned as part of the City of Bonney Lake's (City) Leak Reduction Program. It is our understanding that the design and construction of this project will be funded as part of a Public Works Trust Fund loan. This phase of the replacement program includes replacing four sections of water main that have been identified as having the highest occurrence of water main leaks. These replacements will also improve the hydraulic capacity of the City's system by replacing undersized and sub-standard material water mains. The enclosed Exhibit B shows the locations of the proposed improvements, including approximately 8,700 lineal feet of water main.

The Scope of Work for this project is attached as Exhibit A, and our Engineering Fee Estimate is attached as Exhibit C. We are prepared to enter into an agreement and to provide the services identified using our standard hourly rates listed in Exhibit D, with a total fee amount not to exceed \$135,000 unless written authorization to exceed that amount is received from the City.

Contract authorization documents for this project are included with this letter. If you find the enclosed Scope of Work and Fee Estimate acceptable, please sign both copies and return one to RH2, keeping the other for your records.

11/18/09 9:15 AM

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Mr. John Woodcock
November 18, 2009
Page 2

We are prepared to proceed with this project as soon as authorization is received from the City. If you have any questions regarding this proposal, please contact us.

Sincerely,

RH2 ENGINEERING, INC.

A handwritten signature in cursive script that reads 'Geoffrey G. Dillard'.

Geoffrey G. Dillard, P.E.
Southwest Regional Manager

GD/jw/rkjw

Attachments: Professional Services Agreement
Exhibit A Scope of Work
Exhibit B Project Map
Exhibit C Engineering Fee Estimate
Exhibit D Schedule of Rates and Charges

11/18/09 9:15 AM

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PROFESSIONAL SERVICES AGREEMENT
 City of Bonney Lake - Leaky Water Main Replacement Phase 2C

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Bonney Lake ("City") and RH2 Engineering, Inc., ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in **Exhibit A** attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the Engineering Fee Estimate, **Exhibit C**, and the rates and charges set out in **Exhibit D**, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in **Exhibit D**; *provided*, that payment for work within the Scope of Work (**Exhibit A**) shall not exceed the fee estimate of \$135,000.00 set out in **Exhibit C** without written amendment to this Agreement, agreed to and signed by both parties.

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

The Consultant and its subconsultants 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 subconsultants 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.

13. **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.

14. **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.

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 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

RH2 ENGINEERING, INC.

By: _____
Mr. Neil Johnson Jr., Mayor

By: Richard H. Harbert
Mr. Richard H. Harbert, President

Date: _____

Date: NOVEMBER 18, 2009

Attachments:

- Exhibit A: Scope of Work
- Exhibit B: Project Map
- Exhibit C: Engineering Fee Estimate
- Exhibit D: Schedule of Rate and Charges

Exhibit A
 Scope of Work
 City of Bonney Lake
Leaky Water Main Replacement Phase 2C
(CIP Nos. B16, B7A and B8A)
 Professional Engineering Services
 November 2009

BACKGROUND

As part of the Leak Detection Program, the City of Bonney Lake (City) identified areas in the water system that have historically had the highest occurrence of water main leakage. The purpose of this project is to replace water mains that have been identified through this program. These areas consist of 22 sections of pipe totaling over 71,500 linear feet. These sections were prioritized based on number of leaks, existing pipe material and hydraulic importance. Phase 1 of this project is completed, and Phase 2 is well underway. Phase 2C will replace four of the highest priority remaining sections of water main, which are as follows.

The major design and project elements include:

1. **R18** – This section of the water main project will replace approximately 1,100 linear feet of water main along 188th Avenue East between 65th Street East and 68th Street East. New hydrants and replacement of service lines to the individual meters will be included.
2. **R10** – This section of the water main project will replace approximately 1,600 linear feet along 190th Avenue East between 65th Street East and 68th Street East. New hydrants and replacement of service lines to the individual meters will be included.
3. **R36** – This section of the water main project will replace approximately 1,500 linear feet of water main along 193rd Avenue East between 65th Street East and 68th Street East. New hydrants and replacement of service lines to the individual meters will be included.
4. **X1** – This section of the water main project will replace approximately 4,500 linear feet of water main along 193rd Avenue East, 68th Street East and 187th Avenue East between Bonney Lake Boulevard and 185th Avenue East. New hydrants and replacement of service lines to the individual meters will be included.

This project will also increase the water system's transmission capacity and replace existing water mains that are undersized and constructed of substandard materials (e.g. asbestos cement, steel and PVC). This phase of the project will replace approximately 8,700 linear feet of existing 2-inch, 4-inch and 6-inch diameter water main, as well as isolation valves, fire hydrants, blow-off valves, air/vacuum release valves and service connections to the meters. It will also meet City roadway restoration requirements.

PROJECT SCOPE**Task 1 – Project Management**

Provide project management services which will include the following tasks.

1. Project management and coordination.
2. Project status meetings
3. Review monthly billings

Task 1 Deliverables

1. RH2 deliverables
 - Status reports as requested by City staff
 - Monthly invoices

Task 2 – Collect and Review City Water and Other Utility Information

Obtain existing site information from available as-built drawings and improvements planned by others. Review the pipeline alignments and identify costs, schedules and the scope of this alignment. Develop more definitive cost estimates for the pipeline construction.

1. Contact utility companies to obtain current as-built drawings for the project area. This will involve RH2 Engineering, Inc. (RH2) making contact with utility companies to obtain the available information.
2. Confirm the size of the water main improvements based on hydraulic modeling. Confirm the proposed connection points to the system for this project based on as-built information.
3. Perform a visual inspection of the site to verify the interfering utility data obtained to the degree possible by surface inspection and collect additional site data that is needed. RH2's geologist will do a preliminary review of the site for potential impacts.
4. Attend a meeting with City staff to review findings, obtain staff comments and confirm extents of improvements.

Note: It is assumed that all work will be done in the right-of-way and that there will be no need to research or to provide services for easement acquisitions.

Task 2 Deliverables

1. City deliverables
 - Existing easement information.
 - As-built information.
 - Meeting attendance to review findings, verify extents of improvements and provide comments.
2. RH2 deliverables
 - Existing utility construction record database and understanding of the impacts on design.
 - Meeting attendance with City staff to review findings and verify extents of improvements.

Task 3 – Design Survey and Subconsultant Coordination

Contract with a professional land surveyor to provide the vertical and horizontal control and topographical mapping necessary for design of the water main replacements

1. Coordinate pre-marking of the existing water, sewer and gas mains; power; telephone; television (cable); and other services prior to the survey.
2. Coordinate with the subconsultant land surveyor to provide horizontal and vertical survey control and topographic information, including all surface features, underground utilities, topography, roadway and utility alignments, rights-of-way, property lines and easements, all to be provided on CD in a format compatible with AutoCAD 2007. Each utility is to be in a separate layer.
3. Format survey data for use in AutoCAD 2007.

Note: The survey work will be limited to the right-of-way.

Task 3 Deliverables

1. City deliverables
 - Markings of existing utilities.
2. RH2 deliverables
 - Field survey formatted for AutoCAD 2007.

Task 4 – Prepare Construction Drawings

Prepare construction design plans that illustrate the improvements to the City's water system based on incorporating the results of other tasks.

1. Design the City's proposed water main improvements and replacements for this project. Plans will be provided at 1"= 20'.
2. Provide details of temporary testing configurations and final configurations of all connections to the City's existing system.
3. Design the pipeline installation, including a plan and profile view of the proposed water main.
4. Prepare and provide standard construction details.
5. Provide notes on the plans as necessary to clarify the proposed improvements. Also include general construction notes.
6. Perform a site visit with City staff to verify details of the preliminary alignment.
7. Deliver review plan sets and attend two meetings with City staff at 50 percent and 90 percent design completion to review and obtain staff comments.

Note: It is assumed that the new water main will be placed in the roadway and roadway restoration details will be necessary. In addition, it is assumed that easement negotiations or acquisitions will not be necessary.

Task 4 Deliverables

1. City deliverables
 - Attendance at meetings for 50 percent design completion and for 90 percent design completion.
 - Attend a site visit with RH2 staff to verify details of preliminary alignment.
2. RH2 deliverables
 - Four sets of plans for City review, two for 50 percent design completion and two for 90 percent design completion.
 - Perform site visit with City staff to verify details of preliminary alignment.

Task 5 – Prepare Specifications and Bid Quantities

Complete preliminary specifications necessary to obtain competitive bids for construction

1. Prepare specifications using the City's standard technical specifications.
2. Update the standard contract documents to include language specific to the bidder qualification requirements.
3. Prepare contract documents for bidding purposes.
4. Prepare bid quantities and a cost estimate.
5. Deliver review sets and attend a meeting with City staff to review specifications and obtain staff comments.

Task 5 Deliverables

1. City deliverables
 - Attend meeting with RH2 staff to provide comments and input on specifications and contract documents.
2. RH2 deliverables
 - Two sets of draft specifications for City review.
 - Attend meeting with City staff to collect comments and feedback.

Task 6 – Finalize Plans, Specifications and Contract Documents

Finalize construction plans and specifications

1. Perform an in-house, detailed engineering review of the construction design plans to ensure quality and conformance with project requirements and City standards.
2. Attend a meeting with City staff to review plans and specifications and obtain staff comments.
3. Revise plans, specifications and contract documents per the in-house review and City input.
4. Finalize the construction cost estimate based on the final plans.

Task 6 Deliverables

1. City deliverables
 - Meeting with RH2 staff to provide comments and input to finalize specifications and contract documents.
2. RH2 deliverables
 - A total of 15 sets of contract documents: 12 sets for City use and bidding purposes and 3 sets for RH2's file and staff use during bidding. A copy of the contract documents and plan set will be provided in PDF format. Plan sheets will be shown at 1" = 20' on 11 by 17-inch sheets. It is assumed that plan sets will consist of 30 sheets maximum
 - Attend meeting with City staff to collect comments and feedback to finalize specifications and contract documents.

Task 7 – Services During Bidding and Award

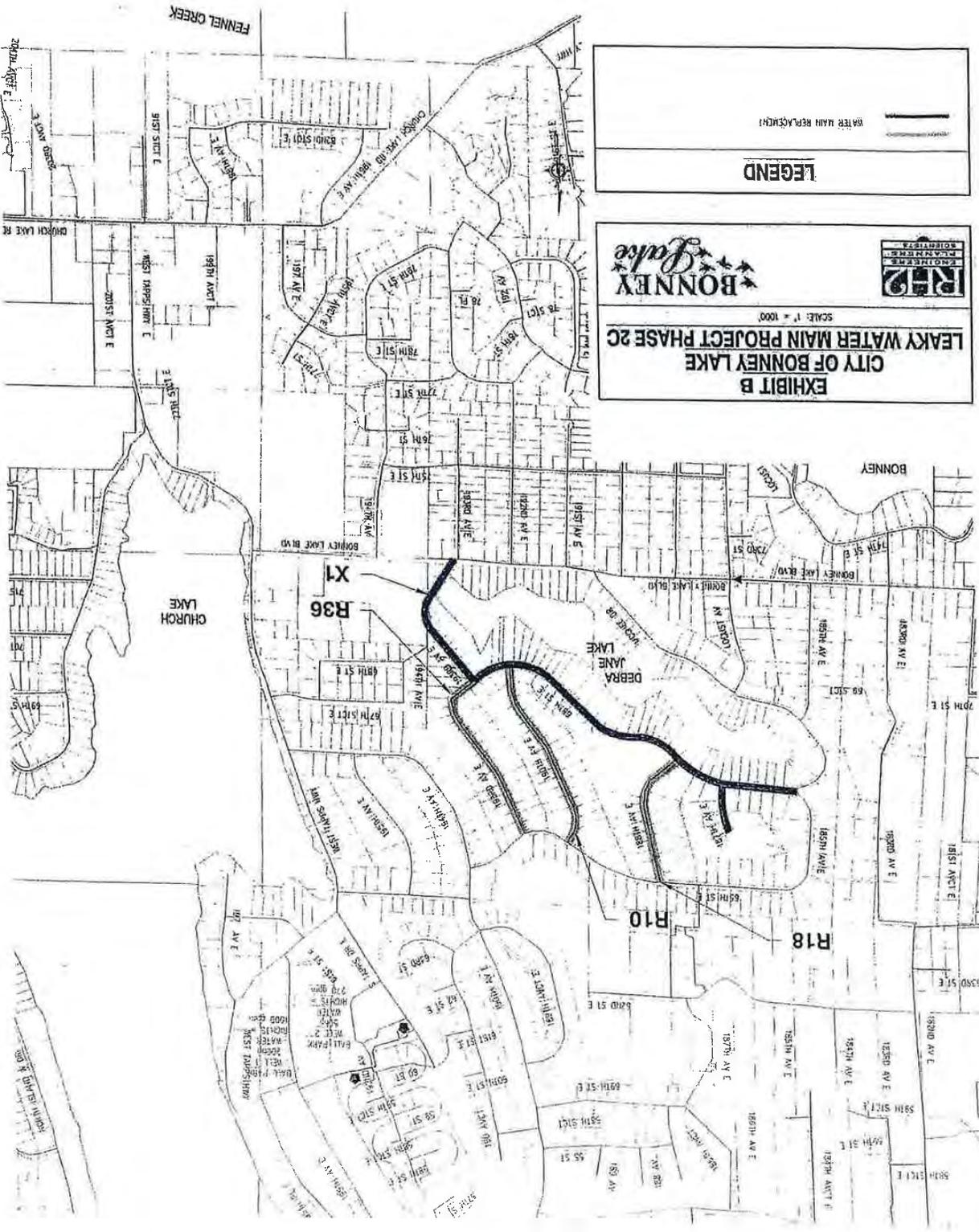
Provide engineering services during the bidding and award phase of the project

1. Prepare the bid advertisement for newspapers. The City will submit the advertisement to newspapers.
2. The City will receive and tabulate all inquiries and forward as necessary to RH2 for response. RH2 will prepare necessary addenda.
3. Prepare construction plan sets for pre-construction meeting.

Note: It is assumed that the City will tabulate the bid results.

Task 7 Deliverables

1. City deliverables
 - Provide bid tabulation
2. RH2 deliverables
 - Addenda
 - Three full-size construction plan sets



WATER MAIN REPLACEMENT

LEGEND

R12
REGISTERED PROFESSIONAL ENGINEERS

BONNEY
Boone

SCALE: 1" = 1000'

EXHIBIT B
CITY OF BONNEY LAKE
LEAKY WATER MAIN PROJECT PHASE 2C

ORIGINAL PAGE NO. 17 OF 14 PAGES

EXHIBIT D
RH2 Engineering
SCHEDULE OF RATES AND CHARGES

2009 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$184.00	Technician	IV	\$118.00
Professional	VIII	\$184.00	Technician	III	\$110.00
Professional	VII	\$176.00	Technician	II	\$81.00
			Technician	I	\$76.00
Professional	VI	\$164.00	Administrative	V	\$109.00
Professional	V	\$156.00	Administrative	IV	\$91.00
Professional	IV	\$146.00	Administrative	III	\$77.00
			Administrative	II	\$63.00
Professional	III	\$136.00	Administrative	I	\$53.00
Professional	II	\$127.00			
Professional	I	\$116.00			

IN-HOUSE SERVICES

In-house copies (each)	8 1/2" X 11"	\$0.07	CAD Plots	Large	\$10.00
In-house copies (each)	8 1/2" X 14"	\$0.08	CAD Plots	Full Size	\$5.00
In-house copies (each)	11" X 17"	\$0.14	CAD Plots	Half Size	\$2.00
In-house copies (color) (each)	8 1/2" X 11"	\$0.85	GIS System	Per Hour	\$10.00
In-house copies (color) (each)	8 1/2" X 14"	\$1.50	GIS Plots	Per Plot	\$5.00
In-house copies (color) (each)	11 X 17"	\$1.70	In-house Computer	Per Hour	\$9.00
FAX (each sheet)		\$1.00	Mileage	Per Mile	\$0.550
In-house CAD System	Per Hour	\$25.00	Digital Camera	Per Day	\$10.00
			Digital Camera	Per Week	\$30.00
			Digital Camera	Per Month	\$90.00

*Note: At project completion all digital photos can be supplied to the client on CD, upon request.

PURCHASED SERVICES

All purchased printing, copying, miscellaneous and subcontractant services are billed at least plus 15%.

CHANGES IN RATES

Rates listed herein are adjusted annually. The current, most recent schedule of hourly rates are used for billing purposes. Payment for work accomplished shall be on the basis of hourly rates in effect at the time of billing plus direct expenses and outside services as stated in this Exhibit.

Action Item #2

COMMUNITY DEVELOPMENT COMMITTEE

DATE: 01-04-10

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Motion to approve the PSE Intolight Authorization Letter to purchase and install 15 street lights during the SR 410 Widening project from 214th Ave E to 234th Ave East Per City of Bonney Lake Design Standards (S18 & S19), the vegetated islands separating the four travel lanes in Eastown will have street lighting installed. After completion of the WSDOT project, 15 street lights will be required. The attached authorization letter quotes a price of \$137,947.40 to purchase and install. Funding will be from the Transportation Impact Fee dollars.

ORDINANCE/RESOLUTION: 1994

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>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
		\$137,947.40	

Explanation:

Account: TIF Dollars

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	1-4-10		_____
David Bowen DOWN LEWIS	1-4-10		_____
Dan Decker RANDY McKIBBIN	1-4-10		_____

COMMITTEE COMMENTS: _____

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

Please schedule for City Council Meeting date of: January 12, 2010

Consent Agenda: Yes No

RESOLUTION NO. 1994

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE INTOLIGHT CONTRACT TO INSTALL 15 STREET LIGHTS IN THE SR 410 MEDIANS IN EASTOWN BETWEEN 214TH AVENUE EAST AND 234TH AVENUE EAST.

WHEREAS, the City Council approved the current design standards per Ordinance 1261 on November, 13, 2007; and

WHEREAS, the City Council is in agreement with the SR 410 design between 214th Avenue East and 234th Avenue East; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached authorization letter in the amount of \$137,947.40, which includes tax.

PASSED and adopted by the City Council this 12th day of January 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868

(425) 456-2496 *ph*
(425) 462-3149 *fx*

Lighting Services from Puget Sound Energy

STREET LIGHTING AUTHORIZATION LETTER

November 10, 2009

John Woodcock
City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98391

15 Streetlights – Highway 410 Median Street Lights

Dear Sir:

The cost for the installation of 15-30' Mounting Height Black, Ameron fluted concrete poles, with the Washington base (Ameron Tall Washingtons) with 30-250 Watt high pressure sodium, Black, Double cobra head Luminaires on 15, black double arms and secondary circuitry is \$ **137,947.40**. It is based on the description in the Custom Street Lighting Order enclosed. This estimate is valid for **90 days**.

After reviewing the enclosed please sign and return this Letter and Custom Street Lighting Order. **Return one copy in the self-address envelope provided, and retain the other copy** for your file. Upon receipt of the signed agreement there is a 10-week waiting period for us to procure the necessary materials. Payment will be requested upon completion of the project.

The following are conditions that may be required before construction of this system:

1. In the area where we are placing our cables and equipment, it is assumed the area is at grade.
2. Locate and mark all privately owned underground facilities, if any exist.
3. Although none are anticipated, right-of-way and/or easements may also be required from you or adjacent property owners.
4. City's contractor is responsible to verify pole location and provide trenching, backfilling, conduit and pole base. The base is to be black, poly culvert stood on end that is 36" in diameter and 5' deep.
5. If Permits or Flaggers are required for present construction it is your responsibility to reimburse PSE these costs.

By signing this Letter, Custom Street Lighting Order and returning it, you are stating that you will comply with these requirements and authorize us to perform the work. When the contingencies have been met, this order will be released to construction for scheduling. If you have any questions, please call me at 425-456-2978.

Sincerely,


Jim Kennedy
Account Manager

The above contingencies are accepted and authorization is given:

By: _____ Date _____

Print Name: _____



355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868

(425) 456-2496 *ph*
(425) 462-3149 *fx*

Lighting Services from Puget Sound Energy

Project Name: SR 410 Median Street Lights, Bonney Lake

Order #: _____

Location: On SR 410 from 214th Ave E to 234th Ave E – 15 Street Lights

CUSTOM STREET LIGHTING ORDER

This order dated November 10, 2009 to PUGET SOUND ENERGY; Inc. (PSE) from City of Bonney Lake (Customer) covers the Installation of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE’s Schedule 52, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are summarized below.

The installation charge of the listed lighting units was estimated to be \$137,947.40. The value of the system used to determine the facilities charge is \$43,640.40.

Fixture and Pole Type	Number
250 Watt High Pressure Sodium (HPS), Black, Cobra Head Luminaires	30
30’ Mounting Height, Black, Ameron, Fluted Concrete Poles with Washington Base (Ameron Tall Washingtons) on Black, Buckley Double Arms	15

The basis of the monthly facilities charge under Rate Schedule 52, is as follows:
Full payment of installation charge up front, paid by Customer.
Monthly facilities charge is equal to 0.26% x value of the system.
 $0.0026 \times \$ 98689.13 = \292.76

The basis of the monthly energy charge under Rate Schedule 52 is as follows:	
30- 250 watt HPS units x \$9.88	= <u>\$296.40</u>
Total monthly energy charge	\$296.40

The total monthly charge for this installation is:	
Monthly facilities charge	\$292.76
Monthly energy charge	<u>\$296.40</u>
Total monthly charge:	\$589.16



Page 2

CUSTOM STREET LIGHTING ORDER

PROJECT NAME: SR 410 Median Street Lights, Bonney Lake

Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

Monthly Billing will be sent to the City of Bonney Lake.

This order, executed by customer's duly authorized representative as of the date first written above is for service, as described above, under PSE's Schedule 52.

Customer: The City of Bonney Lake

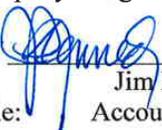
By: _____

Date: _____

Title: _____

Print Name: _____

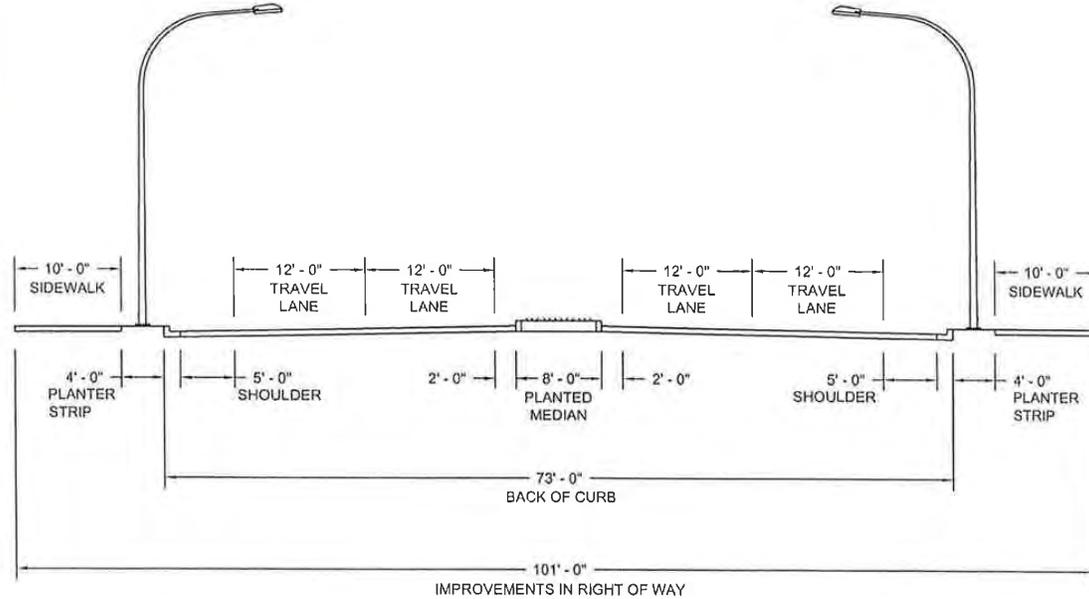
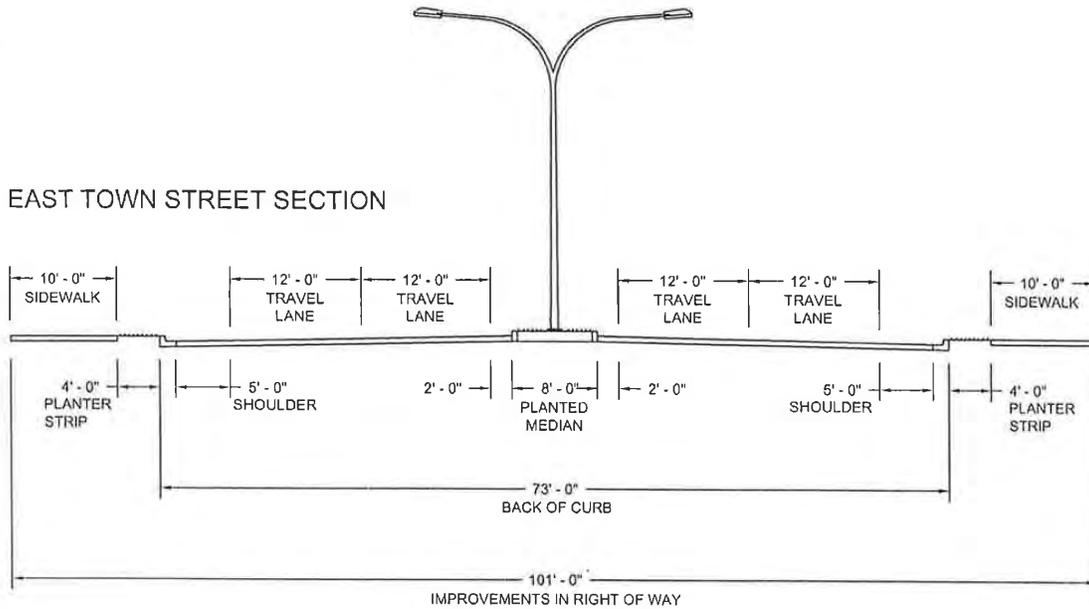
Company: Puget Sound Energy

By:  _____
Jim Kennedy

Date: November 10, 2009

Title: Account Manager

EAST TOWN STREET SECTION



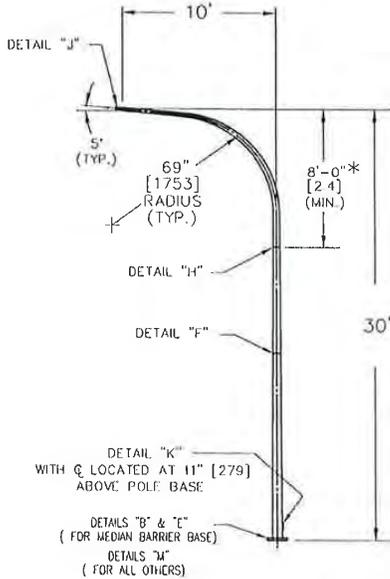
DOWN / MID TOWN STREET SECTION

Approved:  July 7, 2007
 City Engineer Date
 STREET STANDARD DETAIL



Dwg No: **S18**
SR 410 STREET SECTION

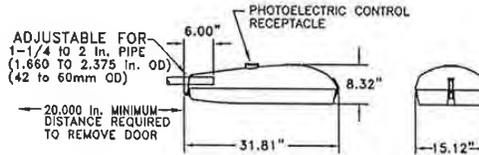
ITEM	QTY.	CATALOG NUMBER	-- POLE DATA --						SINGLE ARM			DOUBLE ARM		
			"H1"	"C"	TOP O.D. X BASE O.D.	MATERIAL BREAKDOWN			ANCHOR BOLT SIZE	HEX. HEAD BOLT SIZE	BOTTOM PL. THK.	ANCHOR BOLT SIZE	HEX. HEAD BOLT SIZE	BOTTOM PL. THK.
		J3010-3721	30' [9.14]	10'-0" [3.1]	4 3/4" X 7 7/8" [121 X 200]	2 1/2" [7.0]			1" X 5/4" [25 X 1372]	1-BNC X 5 1/2"	3/8" [38]	1" X 5/4" [25mm X 1372mm]	1-BNC X 5 1/2"	1 3/8" [38]



"J" SERIES

M400 CUTOFF LUMINAIRE

OLZ-366-02 1/97



FEATURES

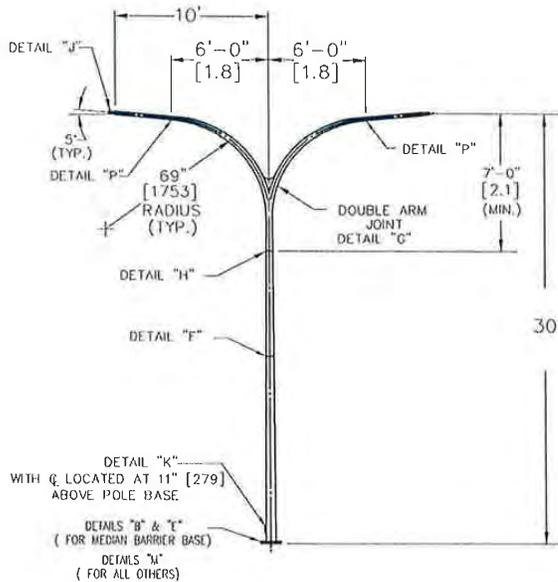
- REFLECTOR - SPECULAR ALUMINUM FINISHED ALUMINUM.
- OUTER HOUSING - CAST ALUMINUM UPPER AND LOWER HOUSING. ELECTROCOAT BLACK PAINT FINISH.
- LATCH - STAINLESS STEEL, SPRING-LOADED, FULLY VISIBLE, CAN BE OPERATED WHILE WEARING GLOVES.
- OPTICAL ENCLOSURE - STD. FLAT GLASS, HEAT RESISTANT, REMOVABLE WITHOUT USE OF TOOLS.
- GASKETING - GASKETS ARE USED TO SEAL THE OPTICAL ASSEMBLY BETWEEN THE REFLECTOR AND REFRACTOR, AND BETWEEN THE SOCKET AND REFLECTOR.
- BALLAST CONSTRUCTION - THE COILS ARE PRECISION WOUND ON MOLDED BOBBINS, ASSEMBLED ON WELDED CORES OF SILICON STEEL, AND DIPPED IN CLASS F VARNISH AND BAKED.
- PHOTOELECTRIC CONTROL RECEPTACLE - 3-PRONG DISCONNECT, EEI-NEMA STANDARD (IF SPECIFIED).

ALL UNITS HAVE UNIVERSAL 1-1/4 TO 2-INCH SLIPFITTER PROJECTED AREA 1.2 SQUARE FEET

Registered Trademark of General Electric Company.
Trademark of General Electric Company.
Proprietary term of Aluminum Company of America

NOTES:

- SEE PAGE 2 FOR POLE DETAILS
- DIMENSIONS IN [] ARE METRIC. INCHES CONVERTED TO MILLIMETERS AND FEET TO METERS.
- POLES SHALL BE PAINTED BLACK PER PSE-INTOLIGHT SPECIFICATIONS
- FIXTURE SHALL BE GE LIGHTING SYSTEMS, INC M-400 LUMINAIRE WITH CUTOFF OPTICS OR EQUIVALENT



"J" SERIES DOUBLE

POLE PRODUCTS DIVISION			
STATE OF WASHINGTON			
"J" SERIES LIGHTING STANDARD			
DRAWN:	DATE:	SCALE/DWG.NO.	REV.
APPR:	DATE:	N.T.S.	

PAGE 1 OF 2

Approved: 
November 13, 2007
City Engineer Date
STREET STANDARD DETAIL



Dwg No: S19
SR 410 STREET LIGHT

Action Item #3

COMMUNITY DEVELOPMENT COMMITTEE

DATE: 01-04-10

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Motion to adopt the PSE Easement request on City of Bonney Lake Property to serve Greenwood Apartments.

Power service to the Greenwood apartments cannot be obtained within the current right of way on Main Street Extension. An easement across the city property remainder between 182nd Ave E and the apartments will have to be granted to allow power to access the Greenwood apartment complex which is currently under construction.

ORDINANCE/RESOLUTION: 1995

REQUEST OR RECOMMENDATION BY ORIGINATOR:

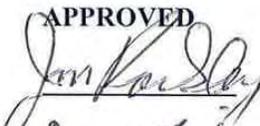
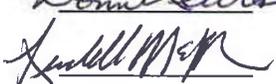
ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE FINANCE DIRECTOR _____

CITY ATTORNEY _____

<u>2009 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
N/A			

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>1-4-10</u>		_____
David Bowen Donn Lewis	<u>1-4-10</u>		_____
Dan Decker Randy McKibbin	<u>1-4-10</u>		_____

COMMITTEE COMMENTS: _____

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

Please schedule for City Council Meeting date of: January 12, 2010

Consent Agenda: Yes No

RESOLUTION NO. 1995

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PUGET SOUND ENERGY, INC. EASEMENT ON PARCEL # 920000-007-0 TO SERVE THE GREENWOOD APARTMENTS.

WHEREAS, the current City of Bonney Lake right of way has insufficient width to allow for the electrical conduit to be installed within the right of way and covered under the current franchise agreement between the City of Bonney Lake and Puget Sound Energy, Inc., and

WHEREAS, the City of Bonney Lake currently owns parcel #920000-007-0 as part of a land acquisition required to connect Main Street East Extension to 182nd Avenue East in which the easement will apply, and

NOW, THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the submitted easement document to provide utility service to the Greenwood Apartments across city owned property.

PASSED by the City Council this 12th day of January, 2010

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
3130 S. 38th St.
Tacoma, WA 98409
TW

EASEMENT

REFERENCE #:
GRANTOR: CITY OF BONNEY LAKE
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: NW/SW 33-20N-05E
ASSESSOR'S PROPERTY TAX PARCEL: 920000-007-0

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, the **CITY OF BONNEY LAKE, municipal corporation** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in **Pierce County, Washington**:

LOT 7, VALLEY VIEW, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 18 OF PLATS, PAGE 41, IN PIERCE COUNTY, WASHINGTON.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:
An Easement Area 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee. but nothing herein shall require

the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this _____ day of _____, 2009

GRANTOR:

CITY OF BONNEY LAKE

BY: _____

ITS: _____

STATE OF WASHINGTON)

COUNTY OF _____

) ss
)

On this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ (title, position), of **CITY OF BONNEY LAKE**, a municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **CITY OF BONNEY LAKE** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said **CITY OF BONNEY LAKE**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My Appointment Expires: _____

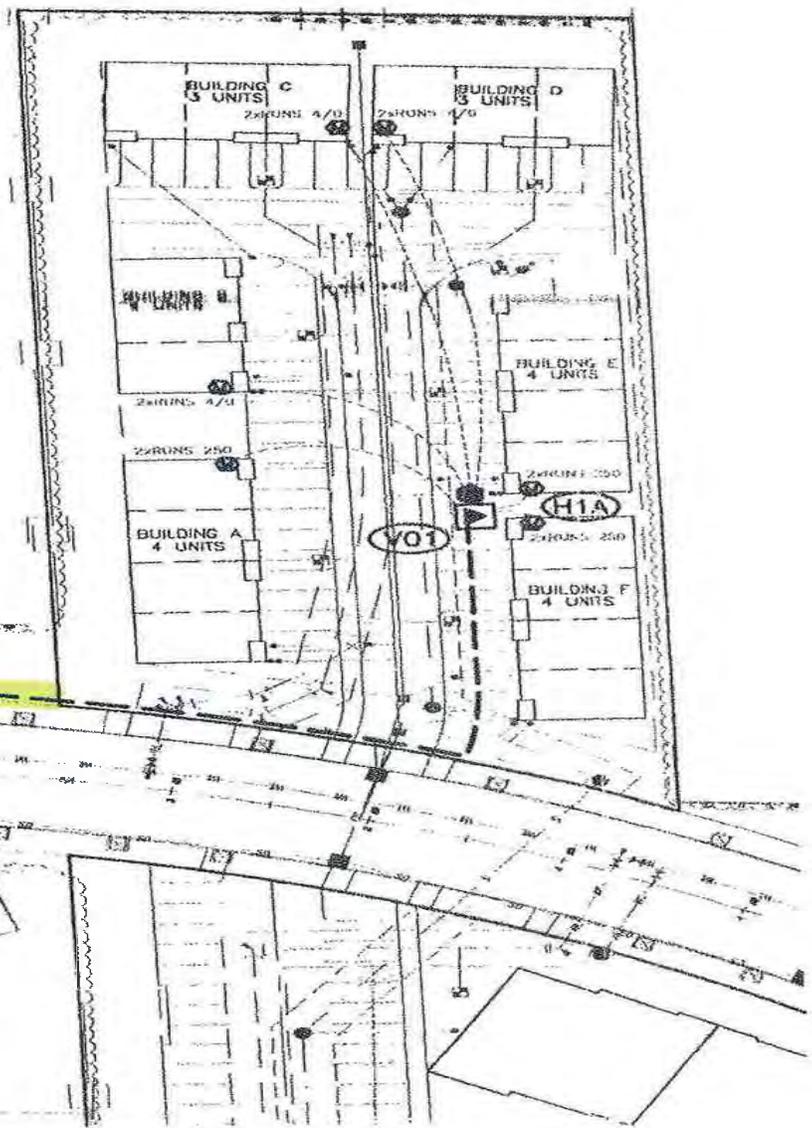
Notary seal, text and all notations must not be placed within 1" margins

567784
158081 NX

567764
158081 NX

PRELIMINARY ONLY
NOT FOR CONSTRUCTION

567743
158080



Action Item #4

COMMUNITY DEVELOPMENT COMMITTEE

DATE: 01-04-10

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Motion to adopt the SR 410 City Median Maintenance Agreement between the City of Bonney Lake and the Washington State Department of Transportation.

With the advent of vegetated medians being installed in Eastown this agreement gives the City the authorization to maintain the proposed vegetated medians in Eastown as well as any future vegetated medians that will occur within the city limits per the city's design standards.

ORDINANCE/RESOLUTION: 1998

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>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
N/A	N/A	N/A	N/A

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>1-4-10</u>		_____
David Bowen Donn Lewis	<u>1-4-10</u>		_____
Dan Decker Randy McKibbin	<u>1-4-10</u>		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

CITY ATTORNEY

Please schedule for City Council Meeting date of: January 12, 2010

Consent Agenda: Yes No

RESOLUTION NO. 1998

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE SR410 CITY MEDIAN MAINTENANCE AGREEMENT GM-1539 FROM THE STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION.

WHEREAS, the WSDOT will construct, and with WSDOT prior approval permit future construction of, landscaping and irrigation systems within the street/highway median of non-limited access SR 410 within City corporate limits, and

WHEREAS, the City agrees to maintain the landscaping and irrigation systems and operate the median irrigation systems, and

WHEREAS, the City agrees that water and electrical services for the operation of any median irrigation system will be the City's responsibility for payment, and

NOW, THEREFORE, pursuant to RCW 47.24.050 and 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained in the agreement the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the submitted documents from the State of Washington Department of Transportation.

PASSED by the City Council this 12th day of January, 2010

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

GM-1539
SR 410, City Median
Maintenance Agreement

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and the City of Bonney Lake, PO Box 7380, Bonney Lake, WA 98391-0944, hereinafter the "CITY."

WHEREAS, the STATE will construct, and with STATE prior approval permit future construction of, landscaping and irrigation systems within the street/highway median of non-limited access State Route (SR) 410 within CITY corporate limits, and

WHEREAS, the STATE does not typically authorize landscaping and irrigation within the street/highway median except when the local agency agrees to maintain the landscaping and irrigation systems, hereinafter "Median Maintenance," and operate the median irrigation systems, and

WHEREAS, the CITY agrees that water and electrical services for the operation of any median irrigation system will be in the CITY's name and the CITY's responsibility for payment, and

WHEREAS, the Parties wish to define the roles and responsibilities of the CITY for Median Maintenance and median irrigation systems operation,

NOW, THEREFORE, pursuant to RCW 47.24.050 and 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY MEDIAN MAINTENANCE OBLIGATIONS

- 1.1 The CITY agrees, at its sole cost and expense, that it shall perform all Median Maintenance and median irrigation systems operation on the portions of non-limited access SR 410 located within the corporate limits of the CITY.
- 1.2 Should the CITY wish to modify, except for the replacement of plants, the median landscaping or add additional median landscaping or median irrigation systems, it must first obtain STATE approval.
- 1.3 The CITY agrees that it will perform all Median Maintenance to a level that vegetation will not obstruct vehicle or pedestrian sight distances, block the readability of street/highway signs, or allow encroachment of vegetation onto the street/highway curbs and traveled way, and the CITY shall keep the median free of all noxious weeds (noxious weeds as listed by Pierce County). Furthermore, the CITY agrees to remove litter from median landscaping in accordance with CITY standards.
- 1.4 The CITY agrees to operate and maintain the median irrigation systems to prevent leakage from the systems from entering the vehicle or pedestrian traveled way.

- 1.5 For any median irrigation system that is not needed for ongoing irrigation, as determined by the CITY, the CITY agrees to disconnect said system from its source within ninety (90) calendar days.
- 1.6 The CITY agrees that water and electrical services for median irrigation systems shall be in the CITY's name.
- 1.7 The CITY shall begin Median Maintenance and median irrigation systems operation on median landscaping and irrigation systems constructed by the STATE upon receiving the STATE's Notice of Physical Completion, per the Standard Specifications for Road, Bridge, and Municipal Construction, 1-08.5.
- 1.8 Except as provided in this Agreement, all other maintenance and preservation responsibilities on non-limited access SR 410 shall be in accordance with RCW 47.24.020 and the "City Streets as Part of State Highways" guidelines, dated April 30, 1997.

2. TRAFFIC CONTROL

- 2.1 The CITY shall not perform or allow to be performed any work required under this Agreement in such a way as to conflict with, impede or disrupt in any way STATE highway construction, operation, or maintenance, or interfere with or endanger the safety of the traveling public.
- 2.2 All traffic control for any Median Maintenance, operation of median irrigation systems, or repair work shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and/or the STATE's Work Zone Traffic Control Guidance M54-44. Traffic control plans shall be approved by the STATE prior to use.
- 2.3 The CITY shall be responsible for all costs, equipment, labor and materials associated with traffic control for Median Maintenance and operation of median irrigation systems.

3. EMERGENCY MAINTENANCE

- 3.1 In the event a hazardous condition arises requiring Median Maintenance or operation of median irrigation systems, as defined in Sections 1.3 and 1.4, that the STATE deems may endanger the state highway or the traveling public, the STATE will immediately notify the CITY of the hazard and the CITY agrees to immediately correct said hazard, at the expense of the CITY.
- 3.2 The STATE reserves the right to perform emergency maintenance of an identified hazard, per Section 3.1, where the CITY notifies the STATE that it does not have the ability to immediately correct the identified hazard or fails to correct the hazard within twenty four (24) hours of notification by the STATE. The CITY agrees to pay the costs of the STATE's emergency maintenance work in accordance with Section 5.

4. DEFICIENT MAINTENANCE

- 4.1 In the event the CITY does not perform Median Maintenance or operation of median irrigation systems in accordance with Sections 1.3 and 1.4, the STATE will notify the

CITY of the deficiency in writing. The CITY agrees to correct the noted deficiency within thirty (30) calendar days of receipt of notice.

- 4.2 If a deficiency cannot, with due diligence, be corrected within a period of thirty (30) calendar days from receipt of notice from the STATE, the CITY may make a written request of the STATE for an extension of time and the STATE shall respond in writing specifying the number of calendar days extended, if any. The STATE shall not, without good cause, deny such request.
- 4.3 In the event the CITY does not correct a deficiency within thirty (30) calendar days of receipt of notice from the STATE, or within the approved extension of time, or in the event that this Agreement is terminated by the CITY or the STATE, the STATE, at its sole discretion, may perform Median Maintenance and operation of median irrigation systems, or may alter or remove the median landscaping or median irrigation systems and install an alternative median treatment.
- 4.4 In the event the STATE elects to alter or remove the median landscaping or median irrigation systems and install an alternate median treatment, per Section 4.3, the CITY agrees to be responsible for all costs of the work performed by the STATE. This Agreement will terminate after the STATE has been reimbursed by the CITY for the work.
- 4.5 In the event the CITY terminates this Agreement under Section 12, the CITY agrees that it shall be responsible for all costs of the work performed by the STATE to alter or remove the median landscaping and median irrigation systems, as well as the work, if any, to install an alternate median treatment.

5. PAYMENT

- 5.1 In the event the STATE finds it necessary to perform work under this Agreement, the CITY agrees to reimburse the STATE for 100% of its actual direct salary and direct non-salary costs.
- 5.2 The CITY agrees to make payment to the STATE within thirty (30) days after the CITY has received a detailed invoice from the STATE.
- 5.3 The CITY agrees that if it fails to make payment within the prescribed time defined above, the CITY will pay the STATE interest on outstanding balances in accordance with RCW 43.17.240.

6. AGREEMENT REPRESENTATIVES

- 6.1 The STATE and the CITY have designated the following Representatives for all communications under this Agreement.

CITY:
City of Bonney Lake
Public Works Director
PO Box 7380
Bonney Lake, WA 98391-0944

GM-1539
Page 3 of 6

(253) 862-8602

STATE:
Washington State
Department of Transportation
Maintenance Manager
5720 Capitol Blvd. SE
Tumwater, WA 98501-6703
(360) 357-2600

7. TERM OF AGREEMENT

- 7.1 This Agreement shall become effective upon full execution by the Parties and shall remain in effect unless otherwise terminated pursuant to Section 12.

8. MODIFICATION

- 8.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

9. INDEMNIFICATION

- 9.1 The CITY shall protect, defend, indemnify, and hold harmless the STATE, its employees and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the the CITY's Median Maintenance and operation of the irrigation systems pursuant to the provisions of this Agreement. The CITY will not be required to indemnify, defend, or hold harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the STATE, or its employees and/or agents. Where such claims, suits, or actions result from concurrent negligence of both Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 9.2 This indemnification provision shall survive termination of this Agreement.

10. DISPUTES

- 10.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 10.1A through 10.1D shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:
- A The Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to this Agreement. The Representatives shall communicate regularly to discuss the status of the work to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in

GM-1539
Page 4 of 6

providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

- B A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 10.1D. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- C In the event the Representatives cannot resolve the dispute or issue, the Mayor of the CITY, and the STATE Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- D In the event the Mayor of the CITY and STATE Region Administrator, or their respective designees, cannot resolve the dispute or issue, the CITY and the STATE shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Resolution board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

11. VENUE

- 11.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Parties agree that each will be solely responsible for payment of its own attorneys' fees, witness fees, and costs.

12. TERMINATION

- 12.1 Either Party may terminate this Agreement after providing the other Party with a sixty (60) calendar days written notice of termination.

13. WORKING DAYS

- 13.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

CITY OF BONNEY LAKE:

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION:

By: _____

By: _____

Title: Neil Johnson, Mayor

Title: John Nisbet, Assistant Region
Administrator for Maintenance and
Operations

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____

By: Ann E. Salay

Title: City Attorney

Title: Assistant Attorney General

Date: _____

Date: 12-10-09

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

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 12 Jan 2010	<u>Agenda Bill Number:</u> AB10-09
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 1999	<u>Councilmember Sponsor:</u>

Agenda Subject: SR 410 Stormwater Mitigation Property Transfer - 214th Ave E to 234th Ave E

Proposed Motion: Motion to adopt the SR 410, 214th Ave E to 234th Ave E Stormwater Mitigation Properties transfer agreement between the City of Bonney Lake and the Washington State Department of Transportation (WSDOT).

Administrative Recommendation:

Background Summary: As a result of SR410 widening in Eastown, new stormwater ponds were necessary to treat the runoff from the increased amount of pavement. WSDOT purchased three properties on which to construct these stormwater facilities. Per RCW 47.24.020, the City is required to maintain these stormwater facilities on. This agreement transfers ownership of these three properties to the City for this purpose. These three parcels include approximately 20 acres of land, two of which (Ponds B & C) are in the County and one (Pond A) is in the City. With appropriate review and approval by WSDOT, the City can use or expand these ponds to hold stormwater from public streets in the City. Use of this property for any other purpose is prohibited unless such use does not impact the stormwater facilities and fair market value is paid to the state for this property. In consideration of this added maintenance cost to the City, WSDOT will install the street lighting underground electrical ducts in the medians and the landscaped median irrigation system at no cost to the City.

Attachments: Resolution 1998, Agreement with Exhibits A and B. Parcel maps for Ponds A, B, and C.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
N/A			
Budget Explanation:			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 04 Jan 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 12 January 2010	Tabled To Date:

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
------------------------	-------	-----------------------------

Action Item #5

COMMUNITY DEVELOPMENT COMMITTEE

DATE: 01/04/10

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: SR 410 Stormwater Mitigation Property Transfer - 214th Ave E to 234th Ave E
 As a result of SR410 widening in Eastown, new stormwater ponds were necessary to treat the runoff from the increased amount of pavement. WSDOT purchased three properties to construct these stormwater facilities. Per RCW 47.24.020, the City is required to maintain these stormwater facilities. This agreement transfers ownership of these three properties to the City for this purpose. These three parcels include approximately 20 acres of land, two of which (Ponds B & C) are in the County and one (Pond A) is in the City. With appropriate review and approval by WSDOT, the City can use or expand these ponds to hold stormwater from public streets in the City. Use of this property for any other purpose is prohibited unless such use does not impact the stormwater facilities and fair market value is paid to the state for this property. In consideration of this added maintenance cost to the City, WSDOT will install the street lighting underground electrical ducts in the medians and the landscaped median irrigation system at no cost to the City.

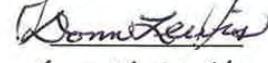
ORDINANCE/RESOLUTION: 1999

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>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
N/A	N/A	N/A	N/A
<u>Explanation:</u>			

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	1-4-10		_____
David Bowen Donn Lewis	1-4-10		_____
Dan Decker Randy McKeebin	1-4-10		_____

COMMITTEE COMMENTS: _____

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

Please schedule for City Council Meeting date of: January 12, 2010
 Consent Agenda: Yes No

EASTOWN SR410 Stormwater Water Transfer From WSDOT to COBL

4-Jan-10

Pond A - 162,891 SF of R/W

= 3.74 acres

Pond B - 513,222 SF of R/W and 4,440 SF of drainage/access easement

= 11.78 acres 0.101 acres

Pond C - 173,804 SF of R/W and 9,951 SF of drainage/access easement

= 3.99 acres 0.2284 acres

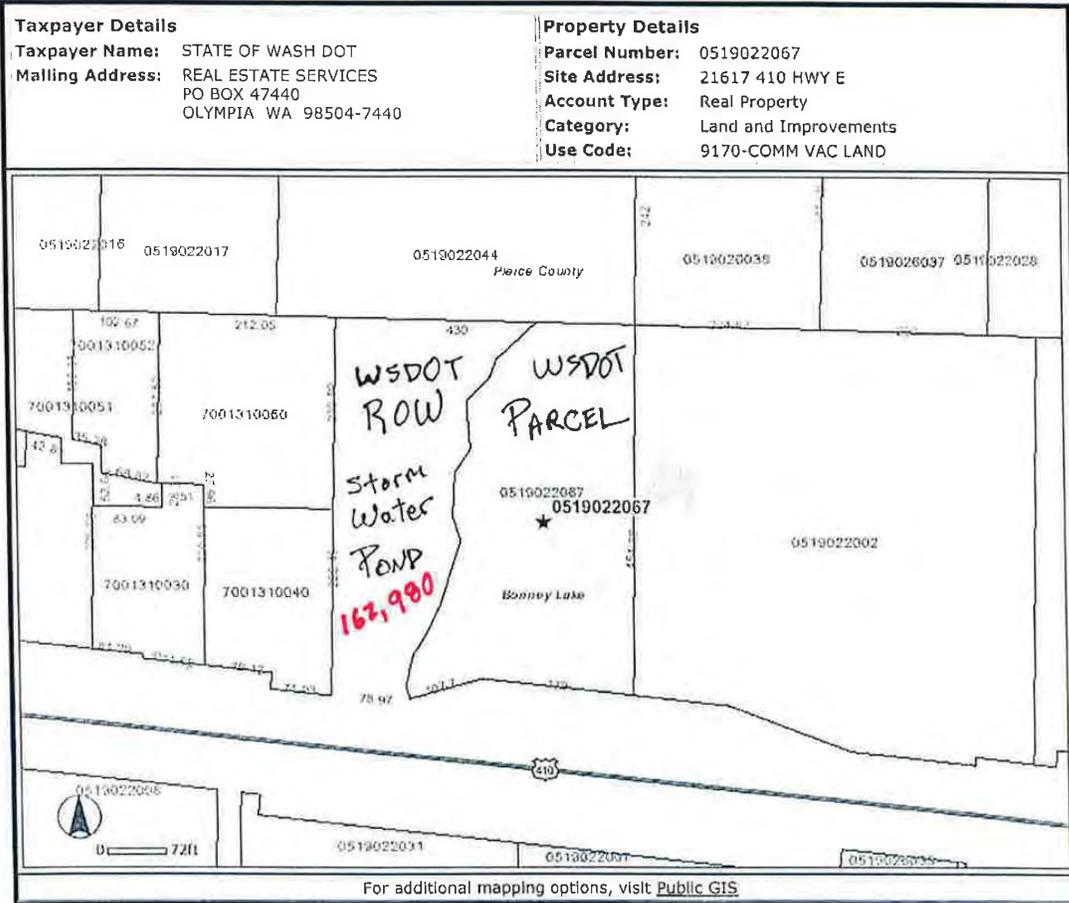
TOTAL = 19.84 acres

Pierce County Assessor-Treasurer ePIP

Stormwater Pond "A"

Parcel Map for 0519022067

12/29/2009 02:25 PM



I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. All critical information should be independently verified.

"Our office works for you, the taxpayer"

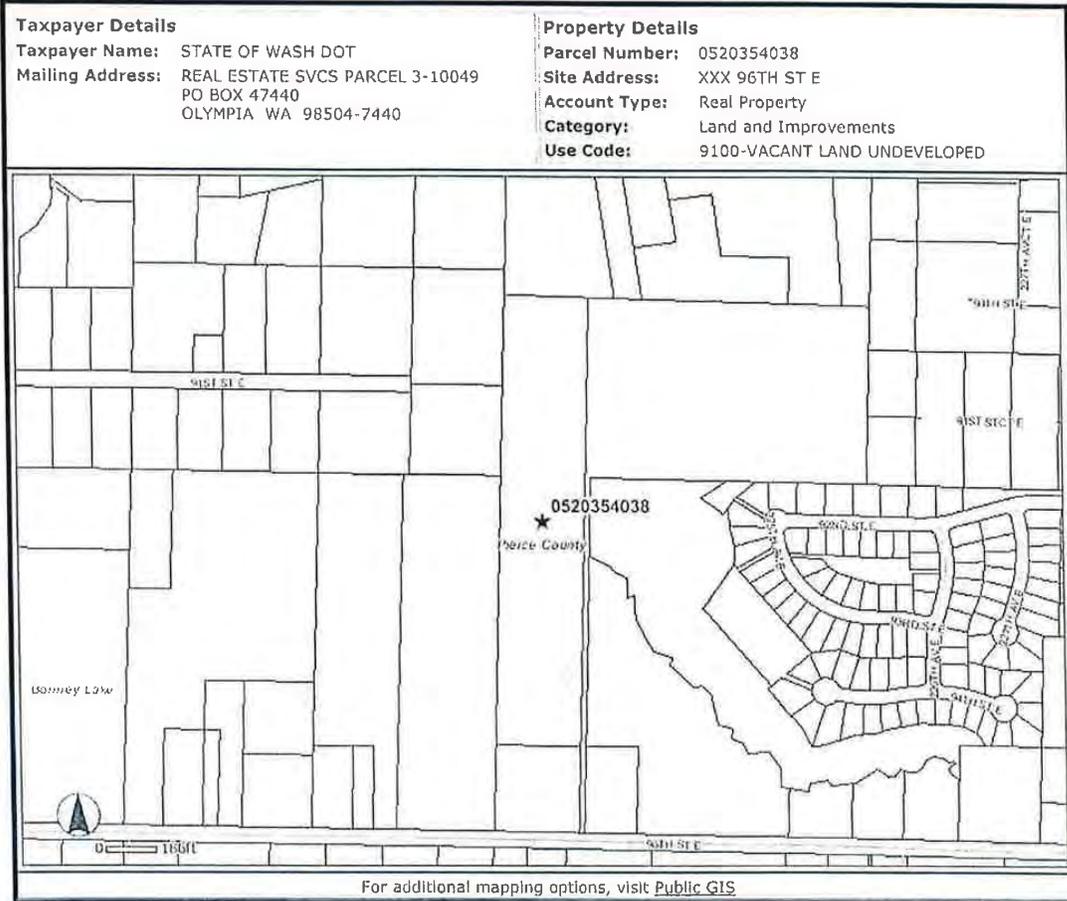
Pierce County Assessor-Treasurer
Dale Washam
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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STORMWATER POND "B"

Parcel Map for 0520354038

12/29/2009 03:01 PM



I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. **All critical information should be independently verified.**

"Our office works for you, the taxpayer"

**Pierce County Assessor-Treasurer
Dale Washam**
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

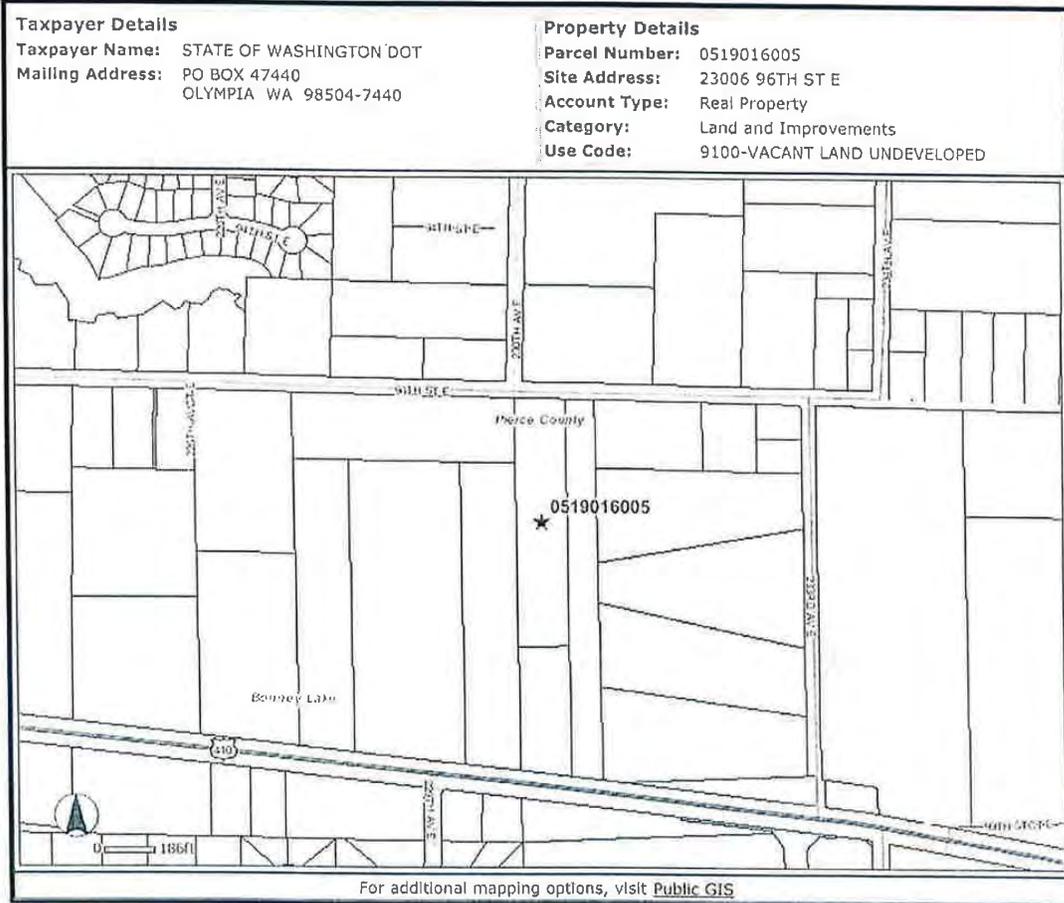
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Pierce County Assessor-Treasurer ePIP

Stormwater Pond "C"

Parcel Map for 0519016005

12/29/2009 03:02 PM



I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. All critical information should be independently verified.

"Our office works for you, the taxpayer"

Pierce County Assessor-Treasurer
Dale Washam
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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RESOLUTION NO. 1999

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE SR410, 214TH AVE. E. TO 234TH AVE. E. STORMWATER MITIGATION PROPERTIES AGREEMENT GCA-6371 FROM THE STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION.

WHEREAS, Washington State Department of Transportation (WSDOT) is planning a construction project on SR 410 titled, SR 410, 214th Avenue East to 234th Avenue East-Widening and

WHEREAS, WSDOT's Project requires stormwater treatment facilities and conveyance systems to mitigate stormwater impacts pursuant to the Washington Administrative Code, WAC 173-270, and

WHEREAS, WSDOT purchased properties including access and drainage easements for the operational functioning of SR 410 that will contain stormwater treatment facilities and conveyance systems that were purchased using Motor Vehicle funds that are protected under Art. 2, Section 40, 18th Amendment to the State Constitution, therefore WSDOT must be compensated at fair market value for any use of the Mitigation Properties for uses other than highway/street purposes, and

WHEREAS, the City recognizes that it is the City's responsibility to operate and maintain closed stormwater collection systems and other underground facilities on city streets that are also state highways pursuant to RCW 47.24.020, and

WHEREAS, the City has requested ownership of the Mitigation Properties, and

WHEREAS, the City is legally authorized to accept ownership of the Mitigation Properties and the responsibility to maintain, preserve and operate the Treatment Systems in perpetuity,

NOW, THEREFORE, pursuant to RCW 47.12.370, and in consideration of the terms, conditions, and performance contained herein and Exhibits A and B, attached and made part hereof, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the submitted documents from the State of Washington Department of Transportation.

PASSED by the City Council this 12th day of January, 2010

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

GCA-6371
City of Bonney Lake
SR 410, 214th Avenue E. to 234th Avenue E.
Stormwater Mitigation Ownership and Maintenance of
Treatment Facilities Associated with portions of SR 410 that are access
managed and within City Corporate Limits

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and the City of Bonney Lake, 19306 Bonney Lake Blvd., Bonney Lake, WA 98391-0944, hereinafter the "CITY."

WHEREAS, the STATE is planning a construction project on State Route (SR) 410 titled, SR 410, 214th Avenue East to 234th Avenue East-Widening, hereinafter the "Project," and

WHEREAS, the STATE's Project requires stormwater treatment facilities and conveyance systems to mitigate stormwater impacts pursuant to the Washington Administrative Code, WAC 173-270, and

WHEREAS, the STATE purchased properties including access and drainage easements, hereinafter the "Properties," for the operational functioning of SR 410 that will contain stormwater treatment facilities and conveyance systems, hereinafter the "Treatment Systems," collectively the Properties and Treatment Systems are hereinafter the "Mitigation Properties," and will construct the Treatment Systems as part of its Project with Motor Vehicle funds that are protected under Art. 2, Section 40, 18th Amendment to the State Constitution, therefore the STATE must be compensated at fair market value for any use of the Mitigation Properties for uses other than highway/street purposes, and

WHEREAS, the CITY recognizes that it is the CITY's responsibility, at CITY expense, to operate and maintain closed stormwater collection systems and other underground facilities on city streets that are also state highways pursuant to RCW 47.24.020, and

WHEREAS, the CITY has requested ownership of the Mitigation Properties, and

WHEREAS, the Mitigation Properties serve as environmental mitigation sites, therefore the STATE is allowed to convey the Mitigation Properties to the CITY pursuant to RCW 47.12.370, and

WHEREAS, the CITY is legally authorized to accept ownership of the Mitigation Properties and the responsibility to maintain, preserve and operate the Treatment Systems in perpetuity,

NOW, THEREFORE, pursuant to RCW 47.12.370 and in consideration of the terms, conditions, and performance contained herein and Exhibits A and B, attached and made part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY OWNERSHIP AND OBLIGATIONS

- 1.1 Upon CITY's acceptance per Section 2 of the Treatment Systems constructed by the STATE, , the CITY agrees, at CITY's sole cost and expense, to accept (1) the Mitigation Properties' ownership, operation and maintenance in accordance with the terms of this Agreement and the terms of the Environmental Mitigation Quitclaim Deed, Exhibit B, and (2) the operation, maintenance, and preservation of the Treatment Systems and any future improvements and/or additions to the Treatment Systems that may be constructed by the CITY. The CITY further agrees to be responsible for water quality and quantity, in accordance with the STATE Project Hydraulic Report, dated and approved on August 25, 2009, which by this reference is incorporated as Exhibit C as if fully stated herein, leaving the Treatment Systems and the portions of SR 410 right of way that are managed access and located within the CITY's corporate limits, hereinafter "SR 410 ROW."
- 1.2 After the STATE's Project is physically complete, the STATE will not add additional impervious surface to SR 410 ROW without first notifying the CITY.
- 1.3 Costs associated with collecting and treating stormwater from impervious surface added by the CITY or others permitted by the CITY, to SR 410 ROW or from other highway/street use shall not be the responsibility of the STATE.
- 1.4 The Mitigation Properties are shown in blue and yellow on Exhibit A.
- 1.5 The function and value of the Mitigation Properties are to detain and treat stormwater from SR 410 ROW as configured after the STATE's Project is completed, in accordance with the STATE Project Hydraulic Report, dated and approved on August 25, 2009, Exhibit C.
- 1.6 The CITY shall not direct or authorize additional stormwater to the Mitigation Properties, except stormwater from state highways or city streets, or modify the Treatment Systems, except in accordance with a hydraulic report prepared and stamped by a professional engineer and approved by the CITY. Any subsequent hydraulic report shall be in accordance with the current Department of Ecology's Storm Water Management Manual for Western Washington, as amended, or a Department of Ecology approved equivalent manual and shall demonstrate that the Mitigation Properties retain their function and value in accordance with the

STATE Project Hydraulic Report, dated and approved on August 25, 2009, Exhibit C.

- 1.7 The CITY agrees that stormwater from sources other than state highways or city streets shall not be directed to the Mitigation Properties without the prior written approval of the STATE and only if the provisions of RCW 47.12.370 are met. The STATE must be compensated at fair market value for any stormwater use of the Mitigation Properties that are not for highway/street purposes. STATE approval shall not lessen the CITY's obligations pursuant to Sections 1.1 and 1.3.

2. ACCEPTANCE OF TREATMENT SYSTEMS

- 2.1 The CITY has reviewed and concurs with the Project plans and specifications for the construction of the Treatment Systems. The STATE must receive concurrence from the CITY for all changes to the Project plans associated with the Treatment Systems before the CITY will accept the Treatment Systems.
- 2.2 When the Treatment Systems are substantially complete, except for plant establishment, the STATE and the CITY will perform a joint inspection verifying that the Treatment Systems were constructed in accordance with the Project plans and approved change orders. Within thirty (30) calendar days following the joint inspection, the CITY will provide the STATE with a written list of Treatment System, identifying items that have not been constructed in accordance with the Project plans and specifications, if any, to be addressed. After addressing all identified items and after the completion of one year plant establishment by the STATE's contractor, the STATE will provide to the CITY a Notice of Physical Completion that the Treatment Systems are complete. The CITY agrees, upon receipt of the Notice of Physical Completion, as determined by the STATE, to deliver a letter of acceptance to the STATE.

3. CONVEYANCE OF MITIGATION PROPERTIES

- 3.1 Within one year following Notice of Physical Completion of the Treatment Systems, the STATE will furnish the CITY a recordable Environmental Mitigation Quitclaim Deed for the Mitigation Properties in the form of Exhibit B. The quitclaim deed will be recorded by the STATE pursuant to RCW 65.08.095.
- 3.2 The quitclaim deed shall incorporate this Agreement and identify the CITY's obligations of ownership, operation, maintenance, and preservation in perpetuity of the Mitigation Properties in accordance with RCW 47.12.370.
- 3.3 It is understood and agreed that pursuant to RCW 47.12.370, the quitclaim deed shall include a reversionary clause that restricts the use of the Mitigation

Properties as mitigation sites consistent with the preservation of said lands in accordance with the functions and values identified in this Agreement. If the CITY fails to use and maintain the Mitigation Properties as required under this Agreement, the quitclaim deed shall require that said Properties shall automatically revert to the STATE, and the CITY agrees to quitclaim said Properties back to the STATE immediately upon request.

- 3.4 It is understood and agreed that the Mitigation Properties will be conveyed to the CITY under the requirements of RCW 47.12.370 for highway/street purposes only.
- 3.5 The CITY agrees to comply with, and require its successors or assigns to comply with, all civil rights and anti-discrimination requirements of chapter 49.60 RCW, as to the Mitigation Properties to be conveyed.

4. MAINTENANCE AND OPERATION

- 4.1 The CITY agrees to maintain and operate the Treatment Systems and Properties in perpetuity and in conformance with the STATE Project Hydraulic Report, dated and approved on August 25, 2009, Exhibit C, or a subsequent hydraulic report prepared in accordance with Section 1.6.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall become effective upon execution by both Parties, and shall remain in full force and effect unless otherwise terminated pursuant to Section 10.

6. MODIFICATION

- 6.1 No modification of this Agreement is valid unless it complies with the provisions of RCW 47.12.370 and is evidenced in writing by amendment to this Agreement, signed by both Parties.

7. INDEMNIFICATION

- 7.1 The CITY shall protect, defend, indemnify, and hold harmless the STATE, its employees and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the CITY's ownership, operation and maintenance of the Mitigation Properties and SR 410 ROW, including the quality and/or quantity of water leaving the Treatment

Systems and SR 410 ROW, pursuant to the provisions of this Agreement. The CITY will not be required to indemnify, defend, or hold harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the STATE, or its employees and/or agents. Where such claims, suits, or actions result from concurrent negligence of both Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

7.2 Section 7 shall survive termination of this Agreement.

8. DISPUTES

8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 8.1.A through 8.1.D shall be a prerequisite to the filing of any litigation concerning any dispute between the Parties:

A. CITY and STATE staff shall use their best efforts to resolve disputes and issues arising out of, or related to this Agreement. The Parties shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising from this Agreement.

B. The City Engineer or Olympic Region Maintenance Manager shall notify the other Party in writing of any dispute or issue that the Party believes may require formal resolution according to Section 8.1.D. The City Engineer and Olympic Region Maintenance Manager shall meet within seven (7) calendar days of receiving the written notice and attempt to resolve the dispute.

C. In the event the City Engineer and Olympic Region Maintenance Manager cannot resolve the dispute or issue, the Mayor of the CITY and the STATE Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

D. In the event the Mayor of the CITY and the STATE Region Administrator, or their respective designees, cannot resolve the dispute or issue, the CITY and the STATE shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The

Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

9. VENUE

9.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

10. TERMINATION

10.1 The CITY or the STATE may terminate this Agreement only upon written consent by the other Party, unless this Agreement is terminated pursuant to the automatic reversion clause in the quitclaim deed under the terms of RCW 47.12.370.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

CITY OF BONNEY LAKE

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
Neil Johnson, Mayor

By: _____
John Nisbet, Assistant Region
Administrator for Maintenance
and Operations

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

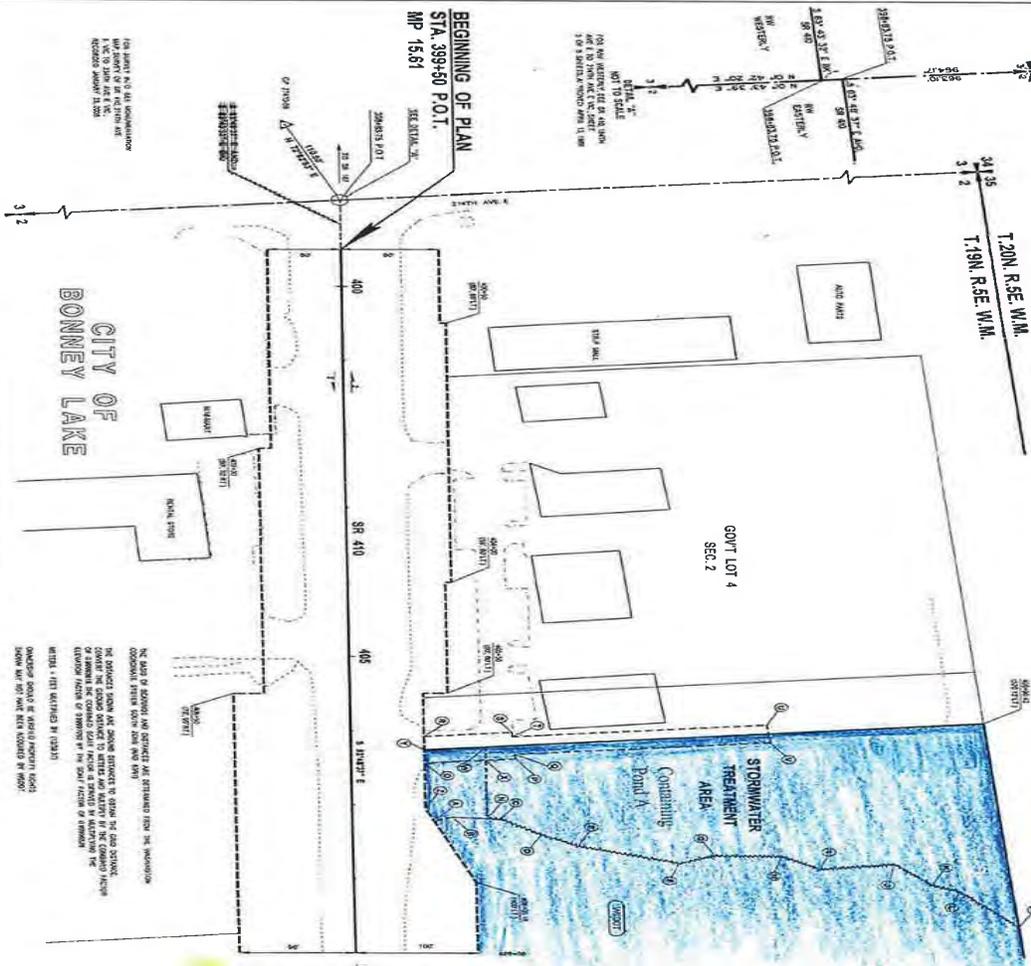
By: _____
Jim Dionne, Assistant City Attorney

By: Ann E. Salay
Assistant Attorney General

Date: _____

Date: 12-14-09

T.20N. R.5E. W.1M.
T.19N. R.5E. W.1M.



STORMWATER TREATMENT AREA
EAST/WEST BOUNDARY

POINT	EASTING	NORTHING	HEIGHT
1	400000.00	6400000.00	84.24
2	400000.00	6400000.00	84.24
3	400000.00	6400000.00	84.24
4	400000.00	6400000.00	84.24
5	400000.00	6400000.00	84.24
6	400000.00	6400000.00	84.24
7	400000.00	6400000.00	84.24
8	400000.00	6400000.00	84.24
9	400000.00	6400000.00	84.24
10	400000.00	6400000.00	84.24
11	400000.00	6400000.00	84.24
12	400000.00	6400000.00	84.24
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39	400000.00	6400000.00	84.24
40	400000.00	6400000.00	84.24

EXISTING EASEMENTS PER
1/18/2018

POINT	EASTING	NORTHING	HEIGHT
1	400000.00	6400000.00	84.24
2	400000.00	6400000.00	84.24
3	400000.00	6400000.00	84.24
4	400000.00	6400000.00	84.24
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39	400000.00	6400000.00	84.24
40	400000.00	6400000.00	84.24

CC-A-6571
Exhibit A
Sheet 2 of 6
SR 410
24TH AVE EAST VIC.
TO 234TH AVE EAST VIC.

OWNERSHIPS

TRACT NO.	OWNER	DATE	TYPE	REMARKS
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PERCE COUNTY
COUNTY ENGINEER
DATE: 1/18/2018
PROJECT: SR 410 / 25

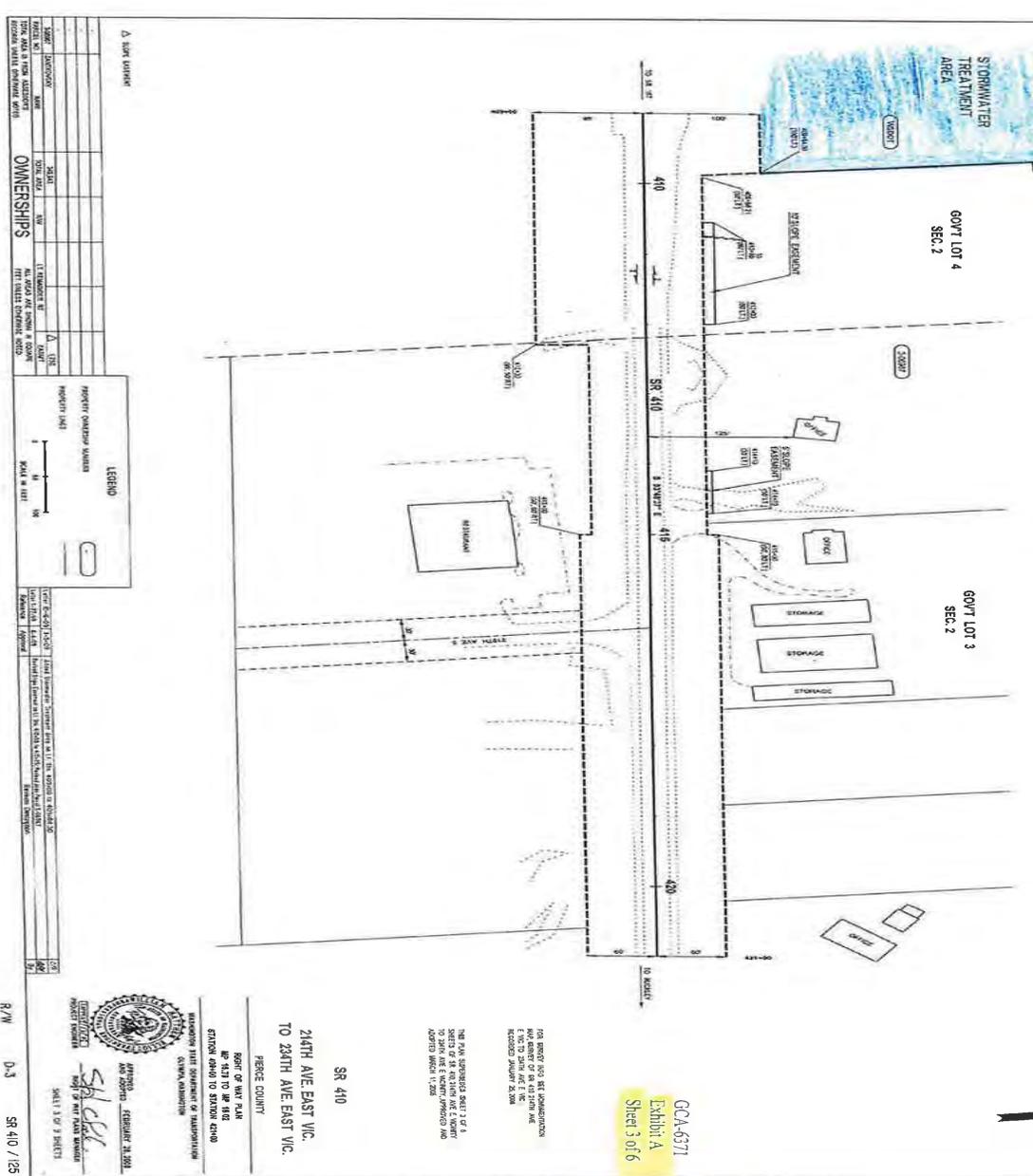
CITY OF BONNEY LAKE
CITY ENGINEER
DATE: 1/18/2018
PROJECT: SR 410 / 25

STATE OF WYOMING
REGISTERED PROFESSIONAL ENGINEER
DATE: 1/18/2018
PROJECT: SR 410 / 25

FORWARDED

CITY OF BONNEY LAKE

UNITS - NOT SCALED BY SCALE
 DISTANCE SHOWN IN CIRCLES INDICATE
 FROM THE END OF THE ROAD TO THE
 CENTERLINE OF THE ROAD



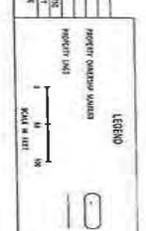
CCA-6371
 Exhibit A
 Sheet 3 of 6

SR 410
 241TH AVE. EAST VIC.
 TO 234TH AVE. EAST VIC.

PERMITS COUNTY
 REPORT OF WORK PLAN
 SR 410 TO SR 412
 STATION 48+00 TO STATION 47+00
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 CIVILIAN DIVISION

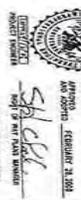
APPROVED: [Signature]
 DATE: [Date]
 R/W D-3 SR 410 / 35

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	11/15/2011	[Signature]
2	REVISED PERMITS	11/15/2011	[Signature]
3	REVISED PERMITS	11/15/2011	[Signature]
4	REVISED PERMITS	11/15/2011	[Signature]
5	REVISED PERMITS	11/15/2011	[Signature]
6	REVISED PERMITS	11/15/2011	[Signature]
7	REVISED PERMITS	11/15/2011	[Signature]
8	REVISED PERMITS	11/15/2011	[Signature]
9	REVISED PERMITS	11/15/2011	[Signature]
10	REVISED PERMITS	11/15/2011	[Signature]



REPORT CHANGE NUMBER
 REPORT DATE

SR 410 TO SR 412
 STATION 48+00 TO STATION 47+00
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 CIVILIAN DIVISION



APPROVED: [Signature]
 DATE: [Date]

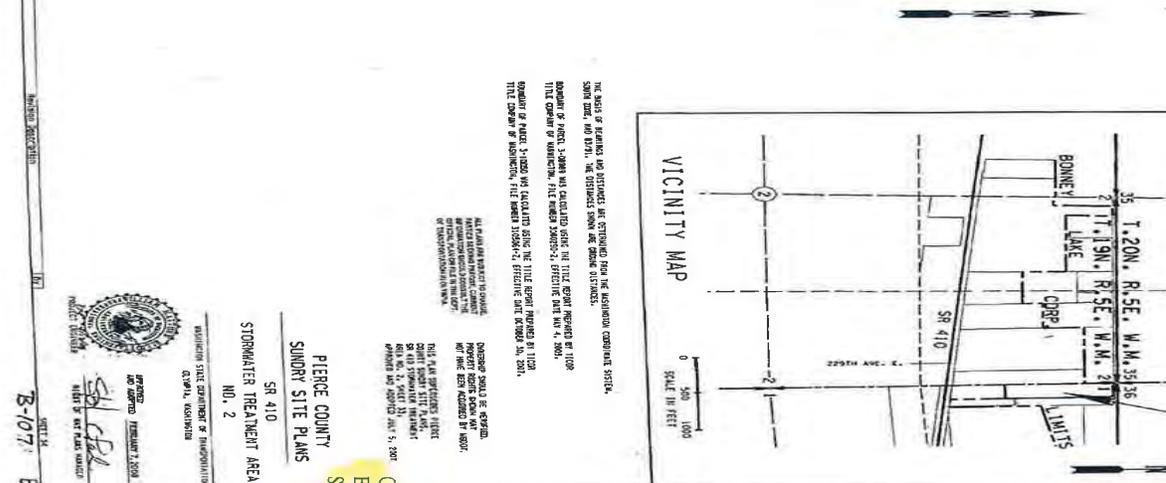
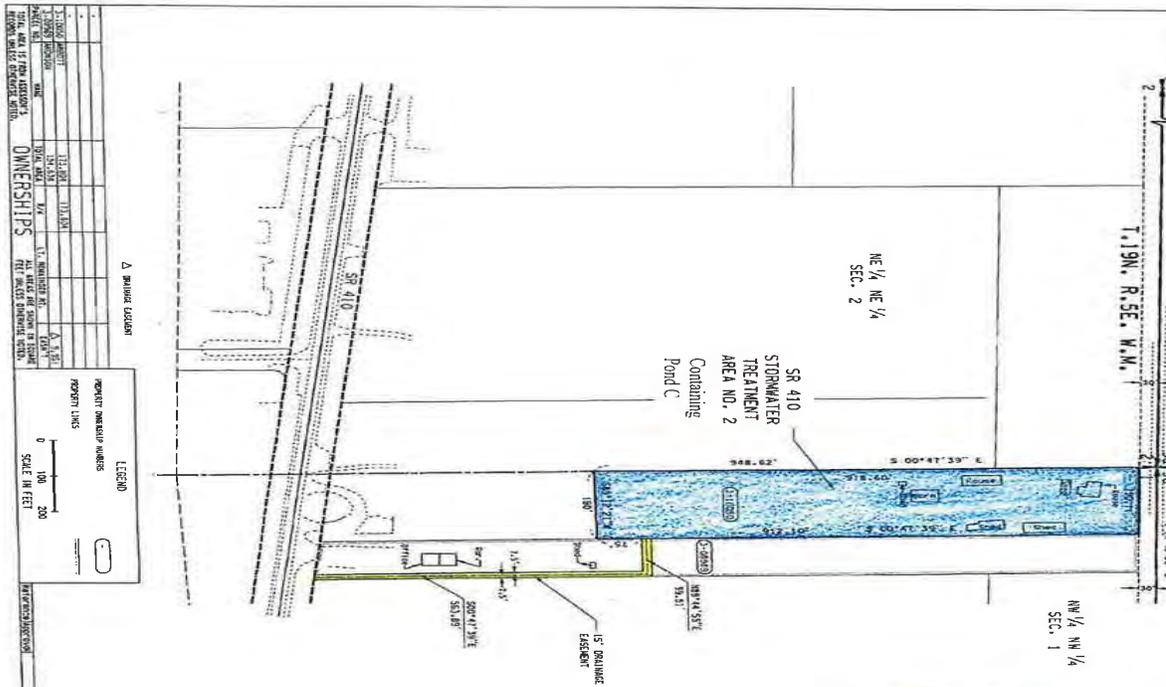
R/W D-3 SR 410 / 35

OWNERSHIPS
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THE AREA OF IMPROVEMENTS AND DISTANCES ARE DETERMINED FROM THE MONUMENT CORNER STATION, SURVEY DATA, AND BEARS, THE DISTANCES SHOWN ARE APPROXIMATE.

BOUNDARY OF PROJECT 1-2000 WAS ESTABLISHED BASED ON THE TITLE DEED RECORDED BY 1008 TITLE COMPANY OF SOUTHERN, TITLE NUMBER 2000-2, SECTION 28E AND 4, 2004.

BOUNDARY OF AREA 1-2000 WAS ESTABLISHED USING THE TITLE DEED RECORDED BY 1102 TITLE COMPANY OF SOUTHERN, TITLE NUMBER 2000-2, SECTION 28E AND 4, 2004.

ALL DISTANCES AND BEARINGS ARE APPROXIMATE.

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE PIERCE COUNTY DEPARTMENT OF PUBLIC WORKS AND UTILITIES.

PIERCE COUNTY DEPARTMENT OF PUBLIC WORKS AND UTILITIES

DATE: 11/11/2011

BY: [Signature]

SCALE: AS SHOWN

SR 410
STORMWATER TREATMENT AREA NO. 2

PIERCE COUNTY
STORMWATER TREATMENT AREA NO. 2
SANDRY SITE PLANS

PROJECT: TREATMENT AREA NO. 2
DATE: 11/11/2011

LEGEND

REPORT NUMBER: 1008

SCALE: 1" = 100'

NO.	DESCRIPTION	DATE	BY	CHKD.
1	DESIGN	11/11/2011	[Signature]	[Signature]
2	REVISION	11/11/2011	[Signature]	[Signature]
3	REVISION	11/11/2011	[Signature]	[Signature]
4	REVISION	11/11/2011	[Signature]	[Signature]
5	REVISION	11/11/2011	[Signature]	[Signature]
6	REVISION	11/11/2011	[Signature]	[Signature]
7	REVISION	11/11/2011	[Signature]	[Signature]
8	REVISION	11/11/2011	[Signature]	[Signature]
9	REVISION	11/11/2011	[Signature]	[Signature]
10	REVISION	11/11/2011	[Signature]	[Signature]

OWNER: PIERCE COUNTY

PROJECT: TREATMENT AREA NO. 2

DATE: 11/11/2011

SCALE: 1" = 100'

PIERCE COUNTY
STORMWATER TREATMENT AREA NO. 2
SANDRY SITE PLANS

CCA-6371
Exhibit A
Sheet 6 of 6

Exhibit B
GCA-6371

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Environmental Mitigation Quitclaim Deed
Reference Number of Related Document: N/A
Grantor(s): State of Washington
Grantee(s): City of Bonney Lake
Legal Description:
Additional Legal Description is on Page of document
Assessor's Tax Parcel Number:

ENVIRONMENTAL MITIGATION QUITCLAIM DEED

SR 410, 214th Ave. East Vic. to 234th Ave. East Vic.

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, Grantor, for and in consideration of the Grantee's acceptance of ALL FUTURE MAINTENANCE AND OPERATION OBLIGATIONS AND COSTS pursuant to the provisions of Agreement GCA 6371, dated _____ 2009, hereby conveys and quitclaims unto the CITY OF BONNEY LAKE, a municipal corporation, Grantee, all right, title, and interest under the jurisdiction of the Department of Transportation, in and to the following described real property situated in Pierce County, State of Washington:

(Legal Description) [Legal Description to be entered at time of conveyance]

RES 411
Revised 8/2009

Page 1 of 4 Pages

IC# 3-27-08321, 08689, 08854
08855 & 08889

GCA-6371
Exhibit B
Page 1 of 4

Exhibit B
GCA-6371

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The specific details concerning all of which may be found on sheet [sheet number to be entered at time of conveyance] of that certain plan entitled [Title to be entered at time of conveyance], now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval Date [date to be entered at time of conveyance].

These environmental mitigation sites are being conveyed subject to the terms and conditions of that certain Agreement GCA-6371 dated [date to be entered at time of conveyance] and RCW 47.12.370. All covenants contained in Agreement GCA 6371 and this quitclaim deed shall run with the land and be binding upon all Grantee's successors and/or assigns.

Grantee, its successors and/or assigns, agrees to operate and maintain the environmental mitigation sites conveyed herein in perpetuity and at its sole cost and expense, in accordance with the Grantor's State Route (SR) 410, 214th Avenue East to 234th Avenue East, Widening Project's Hydraulic Report, dated and approved on August 25, 2009, as incorporated as Exhibit C to Agreement GCA 6371, as well as the additional terms contained in Agreement GCA 6371.

If the lands described herein are no longer used for environmental mitigation sites, or are not maintained in a manner that complies with applicable permits, laws and regulations pertaining to the maintenance and operation of the environmental mitigation sites, including the terms of Agreement GCA 6371 and the above identified Hydraulic Report, then the lands will automatically revert to the Grantor, and Grantee, or its successors and/or assigns, agrees to immediately quitclaim said lands back to the Grantor upon request .

The Grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW as to the lands herein described.

RES 411
Revised 8/2009

Page 2 of 4 Pages

IC# 3-27-08321, 08689, 08854
08855 & 08889

GCA-6371
Exhibit B
Page 2 of 4

Exhibit B
GCA-6371

The lands herein described are conveyed pursuant to the provisions of RCW 47.12.370.

Dated at Olympia, Washington, this _____ day of _____, 20____.

STATE OF WASHINGTON

Paula J. Hammond, P.E.
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

REVIEWED AS TO FORM:
City of Bonney Lake

By: _____
Name: _____
Title: _____

RES 411
Revised 8/2009

Page 3 of 4 Pages

IC# 3-27-08321, 08689, 08854
08855 & 08889

GCA-6371
Exhibit B
Page 3 of 4

Exhibit B
GCA-6371

STATE OF WASHINGTON)

): ss

County of Thurston)

On this _____ day of _____, 20____, before me personally appeared Paula J. Hammond, P.E., known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____

Notary Public in and for the State of Washington, residing
at Olympia

My Appointment Expires _____

RES 411
Revised 8/2009

Page 4 of 4 Pages IC# 3-27-08321, 08689, 08854
08855 & 08889

GCA-6371
Exhibit B
Page 4 of 4

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

<u>Department / Staff Contact:</u> ASD / HT Edvalson	<u>Workshop / Meeting Date:</u> 12 Jan 2010	<u>Agenda Bill Number:</u> AB10-22
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject:

Proposed Motion: AB10-22 - A Motion of the Bonney Lake City Council Voting for Mark Hamilton as the At-large Position #2 Representative to the Zoo/Trek Authority Board.

Administrative Recommendation: Cast vote for Councilmember Mark Hamilton.

Background Summary: At it's December 15, 2009 meeting, the City Council nominated Councilmember Mark Hamilton as a candidate for the At-large Position #2 vacancy on the Zoo/Trek Authority Board of Directors. This nomination was forwarded to the Zoo/Trek Authority. The Zoo/Trek Authority is now conducting an election based on the nominated candidates. They are Mark Hamilton of Bonney Lake, Jeff Hogan of Edgewood, Don Alvshere of Fife and Tami Brouillet of Puyallup. The City of Sumner recently cast their vote in favor of Councilmember Hamilton.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
		None.	

Budget Explanation:

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: -
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 12/15/09	Tabled To Date:

Signatures:

Director Authorization HT Edvalson	Mayor NL Johnson	Date City Attorney Reviewed Not Required
---------------------------------------	---------------------	---

**Pierce County Regional Council
2401 South 35th Street, Room 228
Tacoma, Washington 98409
(253) 798-3726**

December 22, 2009

Dear Mayors/City Managers:

Recently, you were sent a letter from the Pierce County Regional Council requesting your Council's nomination of a representative to fill Position Two of the Zoo/Trek Authority Board. The nomination process is now closed and a representative needs to be elected by the 22 cities and towns (excluding the City of Tacoma) within the ZTA boundary. Metro Parks is requesting your assistance to fill this at-large position. Accordingly, we ask that you please present this item at your next council meeting for action.

As information, this representative will fill a vacancy in Position Two for a term of three years.

In accordance with the interlocal agreement, candidates must be an elected official from cities and towns, other than Tacoma, representing at least 60% of the combined populations of those cities. The following election procedure will be followed:

1. Each city and/or town may select a nominated candidate for Position Two or may write-in a candidate. Candidates for Position Two must be from the larger eleven cities/towns in population.
2. Council action is required. The enclosed ballot form must be submitted to Paula Manning, Pierce County Regional Clerk, no later than **5:00 p.m. on Friday, February 1, 2010**. The ballot may be faxed to 253.798.3680, e-mailed to pmannin@co.pierce.wa.us, or mailed to the above address.

There is a need for immediate attention to this issue. I wish to express my appreciation for your prompt cooperation. Please call with any questions you may have.

Sincerely,



Paula Manning
Clerk, Pierce County Regional Council

F:\WPFILES\LONG\ADMIN\PCRC\ZTA\2007\Ballot Letter Pos 1.doc

Enclosure

- c. Bobbi Allison, Chair, Pierce County Regional Council
✓ City/Town Clerks

**Brief Summary of Important Aspects of the Zoo / Trek Authority Board
Pierce County Regional Council Appointment**

1. The Zoo / Trek Authority Board (ZTA) was created to represent sales tax collected throughout Pierce County for the Point Defiance Zoo & Aquarium and Northwest Trek Wildlife Park. The sales tax was passed by voters in September, 2000. 1/10th of a cent in sales tax was approved for Zoo/Trek/Parks throughout the County. ZTA receives 50% of that collection and oversees that portion.
2. The ZTA meets quarterly on the first Wednesday of the months: February, June, September, and November.
3. Regular meetings are held in the board room of Metro Parks Tacoma's main offices on 19th in Tacoma at 5:00-6:30 pm. There is generally one meeting at the Zoo and one at Trek each year on the quarterly schedule.
4. Primary functions:
 - A. Understand ZTA biannual budget; formally pass the budget in concert with MetroParks Board's parallel action.
 - B. Review each facility's business plan annually, connecting recommendations to the budget.
 - C. Gain an understanding and familiarity with the ZTA key issues and needs and advocate on their behalf.
5. Pierce County Council appoints three representatives; City of Tacoma appoints two representatives; and PCRC appoints two representatives.

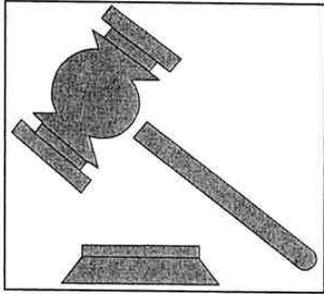
Current Status of PCRC Representation to ZTA

Position One

Position One represents the smaller eleven cities and towns in population.

- | | | |
|-----|---------------|------------------------|
| 1. | Buckley | 4,635 |
| 2. | Carbonado | 650 |
| 3. | Eatonville | 2,405 |
| 4. | Milton | 5,705 in Pierce County |
| 5. | Orting | 6,134 |
| 6. | Pacific | 90 in Pierce County |
| 7. | Roy | 870 |
| 8. | Ruston | 765 |
| 9. | South Prairie | 440 |
| 10. | Steilacoom | 6,285 |
| 11. | Wilkeson | 460 |

Position One is currently held by Bobbi Allison of Eatonville.
Term expires on January 31, 2011.



**ZOO / TREK AUTHORITY BOARD
OFFICIAL BALLOT
VOTE FOR ONE**

Position Two

- | | |
|----------------|---------------------|
| Mark Hamilton | City of Bonney Lake |
| Jeff Hogan | City of Edgewood |
| Don Alveshere | City of Fife |
| Tami Brouillet | City of Puyallup |

or

write-in candidate

The city/town of _____ wishes to cast its vote
for _____ of the City of
_____ for Position Two to serve as
a member of the Zoo/Trek Authority Board fulfilling a three-year term, representing the
cities and towns within the Pierce County Regional Council boundary.

Date: _____

By: _____

Title: _____

This form must be accompanied by a certified copy of the council resolution or motion.
Ballots must be received by Pierce County Regional Council Clerk by:
5 p.m., February 1, 2010.

RESOLUTION NO. 2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF BUCKLEY FOR PLANNING SERVICES.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Interlocal Agreement between the City of Bonney Lake and the City of Buckley for planning services, attached hereto and incorporated herein by this reference.

PASSED by the City Council this 12th day of January, 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



City of Buckley

P.O. Box 1960 ♦ Buckley, WA 98321 ♦ (360) 829-1921 ext. 200

December 22, 2009

Mr. Harwood T. Edvalson
City Clerk
City of Bonney Lake
P. O. Box 7380
Bonney Lake, WA 98390-0944

RE: Interlocal Agreement between the City of Buckley, WA and
the City of Bonney Lake, WA for Planning Services

Dear Mr. Edvalson:

Enclosed are two originals of the above-referenced Interlocal Agreement between the cities of Buckley and Bonney Lake for Planning Services. Please have both originals signed, keep one for your files and return a fully-executed original to me for our files. If you have questions, I can be reached on (360) 829-1921, ext. 200, or jstarr@cityofbuckley.com. Thanks!

Sincerely,

Joanne Starr, CMC, CP
Deputy City Clerk

Enclosures

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BUCKLEY, WA
AND THE CITY OF BONNEY LAKE, WA FOR PLANNING SERVICES**

This Interlocal Agreement is made and entered into this 9th day of December, 2009, by and between the City of Buckley, Washington, a municipal corporation (hereinafter referred to as "Buckley") and the City of Bonney Lake, Washington, a municipal corporation (hereinafter referred to as "Bonney Lake")

WHEREAS, Buckley is in need of planning services for an indefinite period of time; and

WHEREAS, Bonney Lake has planning staff in its Community Development Department who are willing to assist Buckley by providing current and/or long range planning services.

For and in consideration of the services to be rendered and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. **Services To Be Provided.** Subject to the terms and conditions set forth below, Bonney Lake hereby agrees to provide Buckley with current and /or long range planning related services. It is understood that an Associate Planner will be designated as the "primary planner" providing said current planning services as directed by Buckley's City Administrator. Such services shall be provided on an as-needed basis. This arrangement may include maintaining regular office hours in Buckley City Hall as needed. The Buckley City Administrator and Bonney Lake Community Development Director will work together cooperatively to implement a schedule that meets the needs of both parties. Prior to engaging in any long range or special planning projects, the parties will negotiate a scope of work and cost for said services. Buckley reserves the right, in its sole discretion, to contract with a planning consultant or other party to undertake any long range planning services. Bonney Lake reserves the right to decline, in its sole discretion, any long range planning projects which in its discretion may exceed the existing capacity or time availability of Bonney Lake's planning staff, or which may present a conflict of interest with the City of Bonney Lake's planning objectives.
2. **Compensation.** Buckley shall reimburse Bonney Lake on a monthly basis for wages (salary plus employer-paid benefits) at the rates shown on Exhibit "A" attached hereto, plus 5% towards overhead for the actual hours the Planner worked on behalf of Buckley. The Planner shall be responsible for keeping a time sheet that reflects the actual hours worked.
3. **Reimbursable Expenses.** Any travel required of the Planner by Buckley, except regular commuting from Bonney Lake to Buckley, shall be reimbursed at the current IRS rate in effect at the time of the travel. Any printing, office supplies, tools, or other out-of-pocket expenses incurred by Bonney Lake utilizing Bonney Lake equipment and/or facilities solely for the benefit of Buckley shall be reimbursed at cost. However Buckley may make their own equipment and/or facilities available for use at no additional cost to Buckley.
4. **Employment Status.** The parties specifically agree that the Planner from Bonney Lake is an employee of the City of Bonney Lake and not an employee of the City of Buckley and as such Bonney Lake is responsible for payment and processing of all employment related taxes and

INTERLOCAL AGREEMENT

Page - 1 -

benefits. This Interlocal Agreement is not a specific contract for employment between the City of Buckley and the Planner and no promises, inducements, or offers of employment have been extended.

5. **Term.** This agreement shall continue in force and effect through December 31, 2010 unless terminated in accordance with Section 5. Extension of the term of this agreement may be effected by written agreement.
6. **Termination.** Either party may terminate this agreement at any time for any reason by providing at least sixty (60) days advance notice of termination in writing to the other party.
7. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by both parties.
8. **Hold Harmless.** Both cities are self-insured and members of the Washington Cities Insurance Authority. Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
9. **Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Pierce County, Washington.
10. **Non-Discrimination.** Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.
11. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this 9th day of December 2009.

CITY OF BONNEY LAKE

CITY OF BUCKLEY

Neil Johnson, Jr., Mayor

Patricia Johnson
Patricia Johnson, Mayor

INTERLOCAL AGREEMENT

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ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

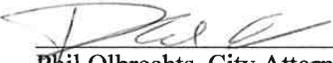
James Dionne, City Attorney

ATTEST:



Joanne Starr, City Clerk

APPROVED AS TO FORM:



Phil Olbrechts, City Attorney

Exhibit "A"
2010 Hourly Rates
Buckley – Bonney Lake Interlocal Agreement for Planning Services

Assistant Planner – \$34.08

Associate Planner – \$37.54

Planning Manager – \$54.20

GIS Analyst – \$43.26

Note: 5% will be added to the above rates for overhead.

Summary of economic items, which were tentatively agreed upon

1. Vacation - Change in Vacation accruals to previous accrual rate, which is:

Move to:

1 st Year	11 days
2 nd Year	12 days
3 rd Year	13 days
4 th Year	14 days
5 th Year	15 days
6 th Year	16 days
7 th Year	17 days
8 th Year	18 days
9 th Year	19 days
10 th Year	20 days
11 th Year	21 days
12 th Year	22 days

3. Vision - Change in Vision from \$15.90 up to \$25/month
4. Dental - Agree to pay up to \$115/month (currently pay \$103.05 to a max of \$110) if increase occurs, which is not anticipated for 2010.
5. Deferred Compensation- Increase Deferred Comp to \$50/month in 2010 and \$75/month in 2012(current Deferred Comp is \$25/month)
6. Medical - Change medical from Plan A and Group Health \$5 copay to HealthFirst and Group Health \$10 copay effective March 1, 2010
7. Wages - Change Union wages to market based wage scale for classifications that have fallen behind the market
8. Wages - No wage adjustments in 2010 aside from 3% step increase and phase in those (13 employees) that fall below the minimum. COLA was changed to 90% of CPI June to June with a minimum of 0% and a maximum of 4% for 2011 and 2012.

AGREEMENT

BY AND BETWEEN

CITY OF BONNEY LAKE, WASHINGTON

AND

AFSCME #120

(REPRESENTING THE PUBLIC WORKS &
GENERAL GOVERNMENT EMPLOYEES)

~~JANUARY 1, 2007 THROUGH DECEMBER 31, 2009~~

JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

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TO THE
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE
AFSCME #120

(REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES)

~~January 1, 2007 Through December 31, 2009~~
January 1, 2010 Through December 31, 2012

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A G R E E M E N T
BY AND BETWEEN
CITY OF BONNEY LAKE
AND
AFSCME #120
(REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES)
(January 1, 2010~~07~~ Through December 31, 201~~20~~09)

PREAMBLE

THE CITY OF BONNEY LAKE, hereinafter known as the "City" or the "Employer", and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, AND THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO hereinafter known as the "Union", do hereby reach an agreement for the purpose of enhancing the material conditions of the employees, promoting general efficiency of the City of Bonney Lake, ~~eliminating as far as possible from political policy~~, and to promote the morale, well-being and security of employees.

ARTICLE 1 DEFINITIONS

- 1.1 As used herein, the following terms shall be defined as follows:
 - 1.1.1 "Employer" or "City" shall mean the City of Bonney Lake.
 - 1.1.2 "Union" shall mean the Washington State Council of County and City Employees and its AFSCME, Local #120.
 - 1.1.3 "Bargaining Unit" shall mean all employees in the classifications as listed in Appendix A of the Agreement, excluding all temporary employees and all employees in classifications not listed in Appendix A of this Agreement.
 - 1.1.4 "Employee" shall mean a regular full-time (40 hours per week) or regular part-time (20 hours or more per week) employee in the bargaining unit and covered by the Agreement. Benefits for regular part-time employees shall be pro-rated. All vacancies for positions in the bargaining unit shall be posted for a period of five (5) working days for internal applicants only. After the conclusion of the five (5) day internal only posting, the City shall then review all internal applicants. After a review of the internal applicants, if the City determines to seek outside applicants, they shall communicate (verbally or in writing) that decision and it's reason(s) to the internal applicants. All internal applicants meeting the minimum qualifications shall be allowed to fully compete in the selection process if outside applicants are solicited; provided however that employees who have not been in their existing position for at least one year may be excluded from application for a new position. This requirement may be waived for employees applying for promotional opportunities within the same job family e.g. Administrative Specialist I to

to Administrative Specialist II; Court Clerk I to Clerk II, provided qualifications are met.”

1.1.5 "Temporary Employee" shall mean an employee in any classification that is hired by the Employer for a period of six (6) months or less. Temporary employees cannot have their employment extended beyond six (6) months without notification to the Union. If the City hires a temporary employee to fill a regular position while posting an opening for that regular position, the City's posting will include the expected date certain to fill that position with a permanent employee. If no date certain is posted, the position is expected to be filled immediately upon completion of the hiring process. Temporary employees shall not be used to supplant or replace bargaining unit employees.

1.1.6 "Probationary Employee" shall mean a new employee subject to a six (6) month probationary period commencing with the employee's most recent date of hire. During this time, such employee is subject to immediate dismissal at the discretion of the Employer. If the City decides to extend a probationary period after 6 months for ~~an up to~~ an additional 6 months, the City shall provide an evaluation by the Department Head and notice of deficiencies to the employee before the initial 6 month period expires. During ~~this additional 6 month period, probation~~ the employee may use accrued sick leave, as provided in this Agreement, but shall have their probation extended on an hour for hour basis by the amount of sick leave utilized during their probationary period. Probationary employees dismissed during the probationary period shall be notified in writing of the actions and the reasons for failing probation. Probationary employees who are dismissed may appeal their dismissal to the Mayor whose decision shall be final.

1.1.7 "Registered Domestic Partner" shall mean two adults who meet the requirements for a valid state registered domestic partnership as established by RCW 26.60.030 and who have been issued a certificate of state registered domestic partnership by the secretary of the state's office.

ARTICLE 2 UNION RECOGNITION

2.1 _____ UNION RECOGNITION — The Employer recognizes the Union as the exclusive bargaining representative for all employees as listed in Appendix A as concurrently existing or as subsequently amended by the parties during the life of this agreement, excluding management personnel and employees with confidential responsibilities and excluding employees of other bargaining units. All collective bargaining with respect to wages, hours, working conditions, and other conditions of employment, shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. The Agreement reached between the two parties to this Agreement shall become effective only when signed by the designated representatives of the Union and the designated representatives of the Employer. A current list of positions is listed in Appendix "A" of this Agreement.

ARTICLE 3 UNION SECURITY

3.1 UNION SECURITY — No employee shall be discharged or unlawfully discriminated against for holding Union principles, fulfilling duties as an officer of the Union, or serving on a Union committee: likewise, there shall be no discrimination against any individual because of race, sex, color, sexual orientation or creed, or employment, membership, or non-union membership, mental or physical disability, unless such is a bona fide occupational qualification.

ARTICLE 4 UNION MEMBERSHIP

4.1 UNION MEMBERSHIP — Employees, as listed in Appendix A, shall become and remain members of the Union as a condition of employment thirty-one (31) days after the effective date of the Agreement and for the duration of this Agreement. Future employees shall, as a condition of employment, become and remain members of the Union thirty-one (31) days after becoming employed by the Employer. Any employee who does not wish to become a member of the Union for religious or other reasons, shall pay an amount equivalent to the monthly union dues to a non-religious charity or to another charitable organization mutually agreed upon by the Employer, the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof that such payment has been made each month. If the Employer, the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization. Employees who fail to comply with the above provisions of the Agreement shall be subject to discharge within thirty (30) days after the Employer has been notified by the Union, except temporary employees that are hired for a determined period of time in writing or for six (6) months or less.

ARTICLE 5 PAYROLL DEDUCTION AND PAY DAYS

5.1 PAYROLL DEDUCTION — Upon receiving authorization cards, the Employer shall deduct current monthly Union dues from the employee's salary and submit same to the ~~Treasurer of the~~ Washington State Council of County and City Employees, ~~Local 120~~, each month.

5.2 Upon issuance and transmission of such dues and initiation fees to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

5.3 PAY DAYS. Employees shall be paid twice per month. ~~Effective 3/1/07, p~~ Pay days shall be by the 7th day of the month for pay periods covering the sixteenth through the last day of the month, and by the 22nd day of ~~the~~ month for pay periods covering the first through the fifteenth (1-15) of the month.

ARTICLE 6 SENIORITY

6.1 Seniority shall consist of continuous service of the employee from the date hired into a regular position. The employee's earned seniority shall not be lost because of illness, authorized leave of absence, or temporary layoff. The seniority list shall be brought up to date each January 1st and posted in a conspicuous place. All vacancies shall be posted for five (5) working days so interested employees, if qualified, may apply within five (5) working days.

ARTICLE 7 LAYOFF AND RECALL

7.1 LAYOFF AND RECALL — In the event of layoff, the Employer shall determine the numbers and classifications of any positions to be cut.

7.2 When it is necessary to reduce the work force, it shall be according to ability and seniority. When ability is equal, as determined by the employer, seniority shall prevail. The Employer shall give as much advance notice as possible, but at least ~~four~~ (42) weeks notice to any employee subject to layoff. An employee shall be defined as having the ability to perform a job if the employee previously worked in that position or is in a position within the same classification series and has ~~having~~ higher level duties and still meets the minimum requirements of the position to which the employee may be bumped down into.

7.3 The names of all employees laid off shall be placed on a layoff/recall list for a period not to exceed eighteen (18) calendar months from the date of layoff. Employees shall be recalled in the reverse order of layoff, with the last person released entitled to be returned to any classification with the bargaining unit previously held by the employee in the course of employment with the Employer which the employee is qualified to fill. It shall be the responsibility of the employee to keep the Employer informed to their current address.

7.4 Employees displaced by a reduction of the work force through job consolidating (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or budgetary constraints shall be laid off and recalled in accordance with this article.

7.5 No new employees shall be hired into affected job classifications during the periods of layoff until all employees in layoff status have been given the opportunity to work, provided employees on layoff are qualified to perform the duties of the open position as defined in Section 7.2 above.

7.6 Refusal to be recalled to an open position, excluding temporary openings, will terminate the employees recall rights. If an employee accepts being recalled to a lower compensated classification than that occupied prior to layoff, the employee shall

maintain his/her right to be recalled to the classification vacated at layoff for a period of eighteen (18) months.

ARTICLE 8 HOLIDAYS

8.1 HOLIDAYS — Each employee shall be entitled to eight (8) hours' salary on each of the following days which are hereby declared to be official holidays:

- New Year's Day (First Day of January)
- Martin Luther King Day (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Friday Following Thanksgiving Day
- Christmas Eve Day (December 24th)
- Christmas Day (December 25th)
- Floating Holiday

8.2 Any holiday falling on Sunday shall be observed the following Monday; any holiday falling on Saturday shall be observed on the preceding Friday. Should a Friday and a Saturday or Sunday and a Monday be two sequential Holidays the Holidays shall be observed on Thursday and Friday in the former case, or Monday and Tuesday in the latter case. For instance if Friday is Christmas Eve Day and Saturday is Christmas Day the official holidays will be observed as Thursday (Christmas Eve Day) and Friday (Christmas).

8.3 Any day, in addition to the above listed days, may be designated as a holiday by the Employer.

8.4 Employees shall receive the holiday with pay only if at work the full day before and the full day after the holiday, unless the employee is on authorized leave.

8.5 Employees shall request use of the floating holiday at least 10 days in advance. All requests shall be made prior to December 1st of each year. Permission to use the floating holiday shall not be unreasonably withheld. If a floating holiday use request is denied or cancelled due to emergency call-back, and the employee is not provided another mutually acceptable day to take the holiday, the floating holiday shall be carried-over to the next year. A new employee hired after July 1st of each year shall not be eligible for the floating holiday until the next year.

ARTICLE 9 VACATION

9.1.a VACATION — Each regular employee hired on or after, ~~prior to~~ May 1, 2004 shall accrue the following amount of vacation leave during continuous service with the City as follows (a day shall be equal to eight (8) hours):

1st year	12 <u>11</u> days
2nd year	13 <u>12</u> days
3rd year	14 <u>13</u> days
4th year	15 <u>14</u> days
5th year	16 <u>15</u> days
6th year	17 <u>16</u> days
7th year	18 <u>17</u> days
8th year	19 <u>18</u> days
9th year	20 <u>19</u> days
10th year	21 <u>20</u> days
11th year	22 <u>21</u> days
<u>12th</u> year	25 <u>22</u> days

~~9.1.b Each regular employee hired after May 1, 2004 shall earn the following amount of vacation leave during continuous service with the City as follows (a day shall be equal to eight (8) hours):~~

1st through 5th year	10 days
After 5th year	13 days
After 10th year	15 days
After 12th year	17 days
After 15th year	20 days

An employee hired on or before the first pay period of any month shall accrue vacation leave from the first day of that pay period. An employee hired after the first pay period of any month shall accrue vacation from the first day of the next pay period following. Unless approved in advance in writing by the City Administrator, vacation time shall not be utilized until the employee has successfully completed the six (6) month probationary period.

Vacation leave banks for employees hired between May 1, 2004 and December 31, 2009 will be adjusted based on the employee's adjusted service date effective January 1, 2010. Employees hired prior to May 1, 2004, shall be grandfathered at the previous vacation accruals as shown in Appendix "B."

9.2 Only those days on which the employee would normally be required to work shall be counted in computing the vacation period to which the employee is entitled.

9.3 When a paid holiday falls on a vacation day, the employee shall be entitled to an additional vacation day.

9.4 Vacation shall be taken by an employee upon approval by the department head or the department head's designee.

9.5 All vacation leave requests shall be submitted in writing prior to December 1st of each year to the authorizing supervisor or Department Head. Permission to use vacation shall not be unreasonably withheld.

9.65 Accumulated vacation time shall not exceed 240 hours as of December 31st of each year, ~~or else the excess is forfeited, provided that the employee shall be provided at least three months advance notice of the potential forfeiture so they have an opportunity to avoid the forfeiture before the December 31 deadline. If the employee does not get three (3) months notice before December 31, the timeline will be extended to three (3) months after actual notice.~~ Leave in excess of 240 hours will be forfeited each year on the pay period following December 31st unless the employee has requested leave by December 1st. If a vacation request is denied or cancelled due to emergency call-back and the employee is not provided another mutually acceptable day to take the vacation, the vacation accrual in excess of 240 hours shall be cashed out on the pay period following December 31st. Any vacation time accumulated shall be scheduled at the discretion of the Employer. Accrued vacation time shall be listed on the employee's monthly paycheck stub.

9.6 Each regular employee whose service is terminated shall be compensated for unused vacation at the straight time hourly rate of pay.

9.7 Upon successful completion of the probationary period and attainment of regular status, the employee shall be credited with the contractual vacation accrual. No probationary employee shall take vacation leave during the probationary period.

ARTICLE 10 HEALTH & WELFARE

10.1 MEDICAL — The Employer shall pay the premiums to provide employee, spouse and dependent coverage identified in the AWC Benefit Trust, Plan AHealthFirst, or the Group Health Cooperative Plan II, effective 3/1/2010.

10.2 DENTAL — The Employer will pay up to \$115 per month towards the premium for employee and dependent dental benefits for WSCCCE Plan Ten (X).

10.3 VISION — The Employer shall pay up to twenty-five (25) dollars towards the premiums to provide employee, spouse and dependent coverage identified in the WSCCCE Vision Plan.

10.4 DISABILITY — The Employer shall pay the premiums necessary to provide benefits identified as the WSCCCE Long-term Disability Plan, six (6) month waiting period.

10.4.1 SHORT TERM DISABILITY - The City will withhold monthly premiums from all AFSCME represented employee's wages in the amount set forth and established by the United Employees Benefit Trust to cover the cost of Short Term Disability (Time Loss Plan 4) provided under this agreement.

10.5 EMPLOYEE ASSISTANCE PROGRAM — The Employer shall, pay the premiums to provide benefits identified as the Employee Assistance Program through the AWC Employee Benefit Trust.

10.6 Effective upon the signature date of this Agreement and based on the availability of each plan, the Employer shall pay, each month, one hundred percent (100%) of the premiums set forth above, up to and including the expiration date of the Agreement.

10.7 Except for dental insurance and vision insurance as otherwise provided, the Employer shall pay one hundred percent (100%) of the premiums set forth above for the life of the Agreement; provided however, should the combined premium increase exceed eight (8%) in any one year, the Employer may reopen this article for bargaining.

10.8 Employees shall notify Employer of any change in the status of dependents that may affect insurance coverage within 10 days of such change.

10.9 Each employee shall contribute twenty-five dollars (\$25.00) per month for insurance coverage, such amount to be deducted from their pay and applied towards medical premium costs. The employee's contribution to insurance premiums shall be paid through the City's IRSC Section 125 plan.

10.10 LIFE INSURANCE - LIFE INSURANCE. City will provide a term life insurance policy for each employee through AWC Employee Benefit Trust in the amount of \$20,000.

ARTICLE 11 SICK LEAVE

11.1 SICK LEAVE — Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of nine hundred-sixty (960) hours. Sick leave may be used as soon as it is accrued. However, sick leave benefits shall be used only for bona fide cases of sickness, accidents, doctor or dental appointments, maternity leave, and requests for the employee's presence by immediate family, doctor or clergy due to family illness or emergency. In any case in which an employee shall be entitled to benefits or payments under the Workers' Compensation Act or similar legislation of the State, or any other governmental unit, the City shall pay the difference between the benefits and payments received under such Act by such employee and the regular rate of compensation he would have received from the City if able to work.

11.2 PAYOFF — Payoff shall be based on an accumulation of unused sick leave to a maximum of seven hundred-twenty (720) hours. Employees shall be compensated at

their regular base rate of pay in effect when permanently separated from employment in accordance with the following schedule:

Resignation or layoff 25% (five years service minimum)
Disability, death or retirement 100%

11.3 USAGE — Employees eligible for sick leave with pay shall be granted such leave for the following reasons:

11.3.1 Personal illness or physical incapacity resulting from cause beyond employee's control.

11.3.2 Forced quarantine of the employee in accordance with community health requirements.

11.3.3 The illness of a member of the employee's immediate family which shall include spouse, registered domestic partner, son or daughter, stepchildren, mother or father, stepmother or stepfather, mother-in-law or father-in-law, or any person who is a resident of the employee's household, and dependent on them for medical care.

11.4 NOTIFICATION — An employee on sick leave shall notify the department head or the department head's designee of the fact and the reasons therefore within two (2) hours (when possible) prior to the beginning of the employee's scheduled shift, and shall complete a sick leave report upon return to work.

11.4.1 After three days, if required by the department head or the department head's designee, the employee shall file a physician's statement with the department head stating the cause of the absence and the nature of the illness or injury. The three-day limitation shall not apply if the employer has cause to believe that sick leave is being abused.

11.4.2 Failure to provide notice or provide a physician's statement and/or complete a sick leave report as required herein, may be cause for denial of such leave with pay for the period of absence.

11.5 Employees entitled to leave under the Family and Medical Leave Act of 1993 (FMLA) shall use, concurrent with such leave, accrued sick leave or vacation leave as part of the FMLA leave.

ARTICLE 12 TEMPORARY DISABILITY LEAVE

12.1 TEMPORARY DISABILITY LEAVE — Employees who are physically unable to perform the functions of their position for any medical reason may be placed on temporary disability leave. Temporary disability leave may be granted for illness, injury, or surgery and shall only be granted for the period of disability up to six (6) months. Temporary disability leave shall be granted for the period of disability up to six (6) months as a result of an on-the-job injury.

12.2 The City may, at its discretion, extend the temporary disability leave for an additional six (6) months with the total leave in no case to exceed twelve (12) months.

12.3 An employee receiving sick leave with pay, who simultaneously receives compensation under the Workmen's Compensation Law, or other insurance plan paid for by the City, shall receive for the duration of such compensation, only the portion of the employee's regular salary which, together with said compensation, will equal the employee's regular salary. An employee receiving compensation under the Workmen's Compensation Law due to an inability to work because of an on the job injury associated with the employer, shall have the option to not supplement their pay by use of leave, but will be responsible for making any payments that would typically be taken by payroll deduction (e.g. union dues, short term disability, insurance premiums, etc) directly to the City. Should an employee fail to pay for those premiums that they would normally be responsible, the City shall have the right to terminate the affected benefits. If an employee chooses to not supplement their income with the use of other paid leave types while on Workmen's Compensation leave type, then he/she must provide notification in writing to Human Resources from the beginning of the leave or when reasonably possible. In the event the employee does not provide notice to Human Resources, all leave types will be used until exhausted and the City will not retroactively replace leave banks. The employee may elect to buy back the leave used on a dollar for dollar basis with the payment received from Workmen's Compensation.

12.4 During the temporary disability, the Employer shall continue to pay health & welfare premiums. Except in the case of on the job injuries, Aat the time sick leave, vacation credits, or compensatory time are exhausted, or if the employee chooses not to use sick leave, vacation credits, or compensatory time, the Employer shall cease payment of said health & welfare premiums to be effective the first full month following exhaustion of said sick leave, vacation credits, compensatory time, or refusal to use same.

12.5 Upon expiration of temporary disability leave, the employee shall be assigned to the same position, if open, occupied before the leave or to an equivalent open position. The Employer shall in good faith endeavor to place the employee into a job commensurate with the employee's previous position. Should a commensurate position be unavailable, the employer may place the employee in a lower classification position at the salary level of the lower position closest to the salary of the higher position. At such time as the original position becomes open the employee shall be given the option of returning to the original position.

12.6 Notwithstanding any of the above, leave benefits shall be no less than those granted in the Federal Family and Medical Leave Act, as now stated or hereinafter amended.

ARTICLE 13 BEREAVEMENT LEAVE

13.1 BEREAVEMENT LEAVE — At the request of the employee, up to three (3) days of bereavement leave with pay shall be granted to the employee upon the death of a

member of the employee's immediate family. The length of leave granted beyond three (3) days shall be determined by the department head or the department head's designee, and shall be deducted from sick leave, vacation leave, or compensatory time as the employee chooses.

- 13.1.1 Immediate family shall include parents, siblings, spouse, registered domestic partner, spouse equivalent, child (including step-child, foster child or legally adopted child), siblings-in-law, mother-in-law and father-in-law or grandparents of the employee, grandchildren, and any person who was a resident of the employee's household, and dependent on him/her.

ARTICLE 14 MATERNITY LEAVE

- 14.1 MATERNITY LEAVE — Upon written request, the Employer may grant up to eight (8) weeks maternity leave that would run in conjunction with state and federal leave types. The employee may elect to use accumulated sick leave, vacation, or compensatory time. If an employee has exhausted all accumulated leaves and compensatory time, and subject to the approval of the Mayor, the employee may be granted leave without pay. When the employee elects to use leave without pay, the Employer will continue to pay medical-dental premiums for thirty (30) days from the first day of leave without pay.

- 14.2 Notwithstanding any of the above, leave benefits shall be no less than those granted in the Federal Family and Medical Leave Act, or applicable state or local law, as now stated or hereinafter amended.

ARTICLE 15 HOURS OF WORK

- 15.1 WORK WEEK — The work week shall be forty (40) hours of work to consist of five (5) consecutive days. Each day shall be eight (8) consecutive hours exclusive of meal periods, beginning on Monday of each week and ending on Friday of that week. For FLSA/payroll purposes, the workweek shall be defined as a seven (7) day period beginning at 12:00AM on Sunday and ending at 11:59PM on Saturday. An alternative work week consisting of forty (40) hours to be worked in a four (4) or five (5) consecutive day period may be scheduled by mutual agreement between the employee and the Employer. A change in scheduled work hours may be made by mutual agreement of the Employer and Employee or with at least forty-eight (48) hours notice by the Employer to the Employee. Changes in schedules will be communicated to affected employees orally or by posting on the bulletin board.

- 15.2 OVERTIME — Overtime shall mean all time worked in excess of a forty hour work week. Use of sick leave, vacation leave, holiday leave, or compensatory time shall constitute time worked for the purposes of calculating overtime. Furlough or Furlough replacement time shall not constitute time worked for the purposes of calculating overtime. Overtime shall be paid at the rate of one and one-half times (1 1/2) the employee's regular straight time hourly rate of pay, or in compensatory time-off if mutually agreed by the employee and the employer.

15.3 STANDBY PAY — Employees required to be on standby shall receive a standby premium of one dollar (\$1.00) per hour for all hours assigned, provided; the employer shall establish a volunteer list of those employees who are assigned to standby. With reasonable cause, ~~The~~ employer reserves the right to refuse any employee who requests to be placed on the list.

15.4 CALLBACK — Employees who are called back to work shall receive one and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours worked; provided, however, the employee shall receive not less than two (2) hours at the overtime rate. If an employee is called out a second time outside of the first two-hour period, the employee shall receive an additional emergency callback of not less than two (2) hours at the overtime rate. If the employee is not required to return to work, i.e., is able to accomplish the work by using the laptop computer, then callback compensation shall be paid at the rate a minimum of one (1) hour at one and one-half (1 1/2) times their regular straight time hourly rate of pay or actual hours worked, if in excess of one (1) hour.

15.5 Each employee, who because of the nature of duty and the request of the department head or the department head's designee, works any portion of any holiday, shall be compensated at the rate of two (2) hours straight time for each hour worked. Compensation shall be compensatory time off or pay at the employee's discretion.

15.6 Each employee who is called back to work during the employee's prearranged vacation period, shall be reimbursed all scheduled, unused vacation time. The employee shall be paid at the rate of one and one half (1 1/2) times their regular straight time hourly rate of pay for that period of time that they would have been on vacation.

15.7 COMPENSATORY TIME — Employees may accrue up to forty (40) hours compensatory time.

ARTICLE 16 WAGES

16.1 WAGES — Employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth in Appendix 'A' to this Agreement.

16.2 The parties hereto agree that the wages in effect and now being paid to the employees who are covered under the terms of this Agreement, shall not be reduced in view of the provisions of this Agreement.

16.3 DEFERRED COMPENSATION. Effective 1/1/~~1009~~, employees shall be granted up to a ~~\$2510050/month~~ employer matching contribution to the employee's ICMA-RC 457 deferred compensation account. The amount shall increase to \$75, effective 1/1/2011.

ARTICLE 17 UNION ACTIVITIES

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- 17.1 LEAVE FOR UNION OFFICIALS. The bargaining unit may designate three (3) official representatives who are employees in the bargaining unit to be granted time off with pay while conducting contract negotiations, but limited to one (1) official representative for grievance and/or issue resolutions in addition to the member/grievant and business agent. All time off for union business shall be taken only when the City is able to adequately staff the employee's job duties during the time-off, and the actual wage cost to the City is no greater than the cost that would have been incurred had the union official not taken time-off. The bargaining unit may designate up to two (2) additional employees in the bargaining unit to participate in contract negotiations provided said employees take vacation time, flex their shifts, or take leave without pay; provided that said additional representative(s) notifies the City at least forty-eight (48) hours prior to the time off and the City is able to properly staff the employee's job duties during the time-off at the City's sole discretion.
- 17.2 The Union agrees that there shall be no work stoppage due to a strike during the term of this Agreement.

ARTICLE 18 GRIEVANCE PROCEDURE

- 18.1 "Grievance," as used herein shall mean any dispute or controversy that may arise over the interpretation or application of an express provision of the Agreement.
- 18.1.1 STEP ONE — Within fifteen (15) calendar days of knowledge of the occurrence or the situation, condition or action giving rise to an alleged employee grievance, but in no event more than ninety (90) calendar days from the alleged occurrence, the grievant and/or a representative shall present the grievance to the employee's immediate supervisor or department head.
- 18.1.2 STEP TWO — If a satisfactory settlement is not reached, the grievance shall be reduced to writing and presented to the Mayor or the Mayor's designated representative, who shall schedule a meeting as soon as possible for the purpose of hearing the grievance and shall render a decision within twenty-thirty (2030) calendar days of receiving the grievance. The written grievance shall contain the specific contract violation, the relevant facts and the remedy sought by the grievant.
- 18.1.3 STEP THREE — If a satisfactory settlement is not reached in Step Two, either party may submit the matter to arbitration within twenty-thirty (320) calendar days following the completion of Step Two.
- 18.2 ARBITRATOR — Should the parties be unable to agree upon an Arbitrator, a list of eleven (11) Washington State arbitrators shall be requested from the Public Employment Relations Commission. Both parties shall meet and strike a name until one (1) Arbiter is selected.
- 18.2.1 The decision of the Arbiter shall be final and binding on both parties; provided, however, the arbiter shall have no power to add to, subtract from or alter, change, or

modify the terms of this Agreement, and the Arbiter's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

18.2.2 Each party shall bear the cost of it's own representation, and all other expenses incident to the arbitration shall be divided equally.

18.3 TIME LIMITS — At any step of the procedure time limits may be extended by mutual agreement of the parties.

ARTICLE 19 AMENDMENTS

19.1 AMENDMENTS — Any amendments to this Agreement during its duration shall be by mutual agreement by both parties to this Agreement. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be subject to collective bargaining.

ARTICLE 20 EDUCATION PAY

20.1 EDUCATION — ~~It is the policy of the City to provide and encourage training opportunities, including attendance at workshops and seminars, for as many regular employees as possible, within budget appropriations and subject to prior approval by the authorizing supervisor or Department Head. The objective of this policy is to encourage and motivate employees to improve their personal capabilities in the performance of their assigned duties. Tuition and fees for such approved training will be paid for by the assigned department when approved by the authorizing supervisor or Department Head. Upon approval of the department head, the City may grant tuition reimbursement to the employee upon successful completion (2.0 or better) for job-related college/technical courses. Additional reimbursement may be made for books and materials as required for the above courses.~~

20.2 Upon the request of an employee, the City may, at its option, provide an opportunity for training lower level employees that don't meet the minimum qualifications of a higher position ~~if~~ the City foresees a possible future need in a particular job description. If this training move is offered by the City, and agreed to by the union and the employee, the pay will continue at their normal pay level during such training.

ARTICLE 21 OUT OF CLASS PAY

21.1 Any employee who is required by the appointing authority to accept the responsibilities and carry out additional duties of a position or rank above that which the employee normally holds, shall be paid 5% above their current rate of pay while so acting out of class. When an employee is required to perform the majority of duties and responsibilities of a higher paid position due to a position vacancy or an extended period of leave which is anticipated to last more than ten (10) work days, the employee

shall be paid a minimum of 5% above their current rate or the entry-level step of the assumed position, whichever is greater.

21.2 However, such person shall not be paid in the higher range until they have completed one (1) shift in the higher range, and shall be paid 5% above their current rate.

21.3 If an employee is working out of class to fill a position left vacant by an employee on leave who is expected to return to their previous position, the employee working out of class shall be returned to their previous regular position ~~if available~~, at the completion of the leave of absence. The use of a temporary employee to fill the position vacated by the employee required to work out of class is recognized as appropriate.

ARTICLE 22 INSPECTION PRIVILEGES

22.1 INSPECTION PRIVILEGES — Authorized agents of the bargaining unit shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption on the City's working schedule.

ARTICLE 23 MANAGEMENT RIGHTS

23.1 MANAGEMENT RIGHTS — The conduct of the City's business, the efficient management and operations of the City, and the direction of the work force are vested in the City.

23.2 Except as restricted by this Agreement, the foregoing functions of the Employer are recognized to include, but are not limited to, the right to hire, promote, and change or discontinue operations, practices, and work of employees, including the establishment of and modification to job classifications and descriptions. It further includes the right to determine the hours of work, to make and enforce reasonable rules and regulations, to promote safety, efficiency, discipline, order and protection of the City's employees, operations and property for injury, damage or the loss from any source. It further includes the right to modify or create new job descriptions subject to the Union's right to negotiate the impact, if any, to substantial changes to those job descriptions. It further includes the Employer's right to establish and implement pre-employment drug screening for prospective employees, or drug screening for existing employees applying for a safety sensitive position. The Employer may also establish standards for uniforms and require them to be worn. The Employer shall pay for any mandated Bonney Lake uniforms such as shirts, vests, jackets, etc.

23.3 The Union agrees to give full cooperation in carrying out the functions vested in the City for the conduct of its business and the efficient management and operation, and the prevention of violations by its members of the provisions of the Agreement or the rules and regulations herein agreed to. Violations by employees of the provisions of this Agreement or the rules and regulations referred to above will warrant reasonable disciplinary action.

ARTICLE 24 SAVINGS CLAUSE

24.1 SAVINGS CLAUSE — Should any provision of this Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 25 PERSONNEL FILES

25.1 All items placed in the employee's personnel file which may be used in future disciplinary action shall be presented to the affected employee for signature. The signature shall be for the sole purpose of indicating that the Employee has seen or received the item. Any such item found in said personnel file without the employee's signature shall be considered moot in any disciplinary proceedings. Employees may request removal of such items after a period of 24 months. Requests shall be made to the employee's Department Head.

ARTICLE 26 DISCIPLINARY ACTION

26.1 The Employer may discharge or suspend an employee for just cause. No employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against him/her concerning his/her work conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking on duty, use of controlled substances, recklessness, or other acts of a parallel magnitude. Probationary employees are not covered by this section.

26.2 DISMISSALS AND DEMOTIONS — The Employer shall act in good faith in the dismissal or demotion of any regular non-probationary employee. Should the Union present a grievance in connection with a dismissal or demotion of a regular non-probationary employee, to the Employer, the dismissal or demotion shall be reviewed under the terms of the grievance procedure.

ARTICLE 27 CERTIFICATION

~~27.1 — From January 1, 2007 through December 31, 2007, a Maintenance Worker I or II employee holding valid state certifications as required by the Employer, shall receive the following certification premium to a maximum of eighty (\$80.00) dollars per month. (In addition, the current maintenance electrician shall be grandfathered as eligible for this certification pay.)~~

~~27.1.1 — 1st certification \$40.00
2nd certification \$20.00
3rd certification \$20.00~~

~~27.1.2 Valid certifications shall include those certifications on the following list, provided that all Maintenance Worker II's must include CDL Class A as one of the three certifications (Class A or B CDLs are acceptable for certification purposes for employees hired as of the date of ratification in 2004, provided that those who do not have either at that time are grandfathered from having to obtain a CDL license. All others must continue to have their current CDL licenses.)~~

- ~~Water Distribution Specialist (trainee)~~
- ~~Water Distribution Specialist I and II~~
- ~~Water Distribution Manager I, II, III, IV~~
- ~~Waste Water Collection Specialist I and II~~
- ~~Herbicide Application License~~
- ~~CDL Endorsement for Hazardous Waste~~
- ~~CDL Endorsement for Tanker~~
- ~~CDL Class A~~
- ~~Cross Connections Certification~~
- ~~Asbestos Abatement Certification~~
- ~~Confined Space~~
- ~~Traffic Signal Technician~~
- ~~Roadway Lighting Specialist~~
- ~~Flyght Pump~~
- ~~Playground Certification~~

~~27.2 Proof of valid certification shall be provided to the Payroll Clerk by the employee claiming certification pay by no later than May 31, 2004, and on or before February 1st an annual basis each year thereafter, or within 10 days of receipt of certification. Failure to provide proof of certification shall terminate certification premium pay.~~

~~Effective January 1, 2008, Article 27 – Certification is amended as follows:~~

27.1 Maintenance Worker I and II, and Maintenance Electrician employees holding valid state certifications as required by the Employer, shall receive a premium of twenty (\$20) dollars per month per certification ~~the following certification premium~~ to a maximum of eighty (\$80.00) dollars per month, ~~as follows:~~

- ~~27.1.1 One certification \$20.00~~
- ~~Two certifications \$40.00~~
- ~~Three certifications \$60.00~~
- ~~Four or more certifications \$80.00. _____*(In addition, the current maintenance electrician shall be grandfathered as eligible for this certification pay.)~~

27.1.3 Valid certifications shall include those certifications on the following lists, provided however that those employees who are assigned to work 50% or more in either water and/or sewer shall have at least two (2) of their certifications from List "A" in order to qualify for certification pay. The City will pay the class, testing, and certification fees for those certifications on the "A" and "B" lists. All Maintenance Workers shall obtain and

maintain a Class "A" CDL license as a condition of employment. The employee shall be personally responsible for the initial certification. The City will pay for all subsequent renewals. All current bargaining unit members hired on or before 1/1/08 ~~except lead workers~~ shall be grandfathered for the Class "A" CDL requirement. ~~Lead workers shall have until 1/1/08 to obtain their Class "A" CDL.~~

List "A" Certifications

Water Distribution Specialist (trainee)
Water Distribution Specialist I and II
Water Distribution Manager I, II, III, IV
Waste Water Collection Specialist I and II
Cross Connections Control Specialist
Flyght Pump
Water Treatment Plant Operator I, II
Septic System Inspector
Backflow Prevention Assembly

List "B" Certifications

Herbicide Application License
CDL Endorsement for Hazardous Waste
CDL Endorsement for Tanker
Asbestos Pipe
Traffic Signal Technician
Roadway Lighting Specialist
Playgrounds
Associate Signs & Markings Specialist Level I
Signs & Markings Specialist II
Signs & Markings Specialist III

27.2 Proof of valid certification shall be provided to the Payroll Clerk-designee by the employee claiming certification pay by no later than ~~March 31st, 2007, and on or before~~ February 1st each year ~~thereafter~~, or within 10 days of receipt of certification. Failure to provide proof of certification shall be cause to suspend certification premium pay

ARTICLE 28 DURATION

28.1 This Agreement shall become and remain in full force and effect from January 1, 201007 through December 31, 201209.

DATED this _____ day of January, 201007.

CITY OF BONNEY LAKE

AFSCME LOCAL #120

Neil Johnson, Mayor

~~Dennis Bolton~~ Ethan Fineout, Staff
Business Representative

Jim Dionne, City Attorney

Keith Proctor Chairperson
~~Shop Steward~~

APPENDIX A
 TO THE
 AGREEMENT
 BY AND BETWEEN
 CITY OF BONNEY LAKE, WASHINGTON
 AND
 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
 COUNCIL 2 WASHINGTON
 (REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES)
~~(JANUARY 1, 2007 THROUGH DECEMBER 31, 2009)~~
(JANUARY 1, 2010 THROUGH DECEMBER 31, 2012)

THIS APPENDIX is supplemental to the Agreement by and between the CITY OF BONNEY LAKE, WASHINGTON ("Employer") and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2 WASHINGTON, affiliated with the AFL-CIO ("Union").

- A.1 Employees shall be eligible, based on satisfactory performance, for an increase to the next step in the master pay schedule after completing the required months in the pay steps:

Job Titles/Salary Ranges

2007 AFSCME Salary Schedule

<u>POSITION</u>	<u>Grade</u>	<u>Minimum Rate (Mo.)</u>	<u>Maximum Rate (Mo.)</u>	<u>Grade</u>
-	<u>1</u>	<u>1,790</u>	<u>2,216</u>	<u>1</u>
Cook Senior Center Aide	<u>2</u>	<u>1,884</u>	<u>2,332</u>	<u>2</u>
-	<u>3</u>	<u>1,983</u>	<u>2,454</u>	<u>3</u>
-	<u>4</u>	<u>2,088</u>	<u>2,584</u>	<u>4</u>
Laborer	<u>5</u>	<u>2,114</u>	<u>2,720</u>	<u>5</u>
Administrative Specialist I	<u>6</u>	<u>2,314</u>	<u>2,863</u>	<u>6</u>
Senior Services Assistant	<u>7</u>	<u>2,435</u>	<u>3,014</u>	<u>7</u>
Administrative Specialist II	<u>8</u>	<u>2,563</u>	<u>3,172</u>	<u>8</u>
Custodian Court Clerk I Accounting Specialist I	<u>9</u>	<u>2,698</u>	<u>3,339</u>	<u>9</u>
Administrative Specialist III Meter Reader Maintenance Worker I	<u>10</u>	<u>2,840</u>	<u>3,515</u>	<u>10</u>

POSITION	Grade	Minimum Rate (Mo.)	Maximum Rate (Mo.)	Grade
Court Clerk II Accounting Specialist II Senior Meter Reader	11	<u>2,989</u>	<u>3,700</u>	11
Administrative Specialist IV Permit Technician I	12	<u>3,147</u>	<u>3,894</u>	12
Court Clerk III Mechanic I Engineering Technician I	13	<u>3,313</u>	<u>4,100</u>	13
Permit Technician II Maintenance Worker II Accounting Specialist III	14	<u>3,487</u>	<u>4,316</u>	14
Billing Supervisor Mechanic II Assistant Planner Building Inspector I Engineering Technician II	15	<u>3,671</u>	<u>4,543</u>	15
Permit Coordinator Crew Leader Code Enforcement Officer	16	<u>3,864</u>	<u>4,782</u>	16
Building Inspector II GIS Analyst	17	<u>4,067</u>	<u>5,034</u>	17
Associate Planner Maintenance Electrician	18	<u>4,281</u>	<u>5,298</u>	18

2010~~07~~ AFSCME Salary Schedule

POSITION	Grade	Minimum Rate (Mo.)	Maximum Rate (Mo.)	Grade
	1	<u>2010.22</u>	<u>2645.03</u>	1
Cook	2	<u>2116.02</u>	<u>2784.24</u>	2
Senior Center Aide	3	<u>2227.39</u>	<u>2930.78</u>	3
	4	<u>2344.62</u>	<u>3085.03</u>	4
Laborer	5	<u>2468.02</u>	<u>3247.40</u>	5
	6	<u>2597.92</u>	<u>3418.31</u>	6
Senior Services Assistant Administrative Specialist I Court Clerk I Custodian	8	<u>2878.58</u>	<u>3787.61</u>	8
Meter Reader	9	<u>3030.09</u>	<u>3986.96</u>	9

<u>Administrative Specialist II</u> <u>Court Clerk II</u> <u>Maintenance Worker I</u>	10	<u>3189.57</u>	<u>4196.80</u>	10
<u>Accounting Specialist I</u> <u>Administrative Specialist III</u> <u>Permit Technician I</u> <u>Senior Meter Reader</u>	11	<u>3357.44</u>	<u>4417.68</u>	11
<u>POSITION</u>	<u>Grade</u>	<u>Minimum Rate (Mo.)</u>	<u>Maximum Rate (Mo.)</u>	<u>Grade</u>
<u>Accounting Specialist II</u> <u>Court Clerk III</u> <u>Engineering Technician I</u> <u>Mechanic I</u>	12	<u>3534.14</u>	<u>4650.19</u>	12
<u>Accounting Specialist III</u> <u>Administrative Specialist IV</u> <u>Maintenance Worker II</u> <u>Permit Technician II</u> <u>PC Network Specialist</u>	13	<u>3720.12</u>	<u>4894.90</u>	13
<u>Building Inspector I</u> <u>Construction Inspector</u> <u>Engineering Technician II</u> <u>Mechanic II</u>	14	<u>3915.95</u>	<u>5152.57</u>	14
<u>Assistant Planner</u>	15	<u>4122.05</u>	<u>5423.75</u>	15
<u>Building Inspector II</u> <u>Permit Coordinator</u>	16	<u>4339.00</u>	<u>5709.21</u>	16
<u>Code Enforcement Officer</u> <u>Crew Leader</u> <u>Maintenance Electrician</u>	17	<u>4567.37</u>	<u>6009.70</u>	17
<u>Assistant Engineer</u> <u>Associate Planner</u> <u>GIS Analyst</u>	18	<u>4807.76</u>	<u>6326.00</u>	18
	19	<u>5048.15</u>	<u>6642.30</u>	

One January 1, 2010⁹⁷, employee will enter the range at their current rate of pay. Thereafter, on the employee's annual anniversary date, the employee will receive a 3% pay increase until the maximum rate of pay is achieved. No rate of pay shall exceed the maximum rate of pay. Any certification pay will be in addition to these rates.

The salaries of any employees whose current pay rate will fall below the minimum rate by more than ten (\$10) dollars per month of the revised salary range for their respective grade shall be brought up and phased-in to the new minimum rate over the course of the 2010-2011 biennium in four (4) equal installments, with adjustments being made January 1, 2010, July 1, 2010, January 1, 2011, and July 1, 2011. If the 2009 rate of pay and the 2010 rate of pay is more than ten (\$10) dollars the adjustment shall occur over a two year period as follows :

January 1, 2010: twenty five percent (25%) of the adjustment will be made
July 1, 2010: twenty five percent (25%) of the adjustment will be made (total of 50% made)

~~January 1, 2011: twenty five percent (25%) of the adjustment will be made (total of 75% made)
July 1, 2011: the remaining twenty five percent (25%) of the adjustment will be made (total of 100% made)~~

The above adjustments will be in addition to their three percent (3%) anniversary increase.

As of July 1, 2011 employees will earn no less than the minimum rate for the Grade as adjusted for inflation.

A.2 On January 1, 2011~~08~~, employees shall be granted a cost-of-living adjustment (COLA) equivalent to 90% of the Seattle-Tacoma-Bremerton CPI-U, previous June to June, with a guaranteed minimum of ~~20~~%, and a maximum of 4.0%.

A.3 On January 1, 2012~~09~~, employees shall be granted a cost-of-living adjustment (COLA) equivalent to 90% of the Seattle-Tacoma-Bremerton CPI-U, previous June to June, with a guaranteed minimum of ~~02~~%, and a maximum of 4.0%.

A.4. Should an employee be promoted to a higher grade, such employee shall be granted a salary increase that is at least three percent (3%) more than the previous rate of pay.

A.5 The Employer shall determine the entry level pay rate for new hires.

APPENDIX B
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
COUNCIL 2 WASHINGTON
(REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES)

(JANUARY 1, 2010 THROUGH DECEMBER 31, 2012)

THIS APPENDIX is supplemental to the Agreement by and between the CITY OF BONNEY LAKE, WASHINGTON ("Employer") and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2 WASHINGTON, affiliated with the AFL-CIO ("Union").

VACATION — Each regular employee hired, prior to May 1, 2004 shall accrue the following amount of vacation leave during continuous service with the City as follows (a day shall be equal to eight (8) hours):

<u>1st year</u>	<u>12 days</u>
<u>2nd year</u>	<u>13 days</u>
<u>3rd year</u>	<u>14 days</u>
<u>4th year</u>	<u>15 days</u>
<u>5th year</u>	<u>16 days</u>
<u>6th year</u>	<u>17 days</u>
<u>7th year</u>	<u>18 days</u>
<u>8th year</u>	<u>19 days</u>
<u>9th year</u>	<u>20 days</u>
<u>10th year</u>	<u>21 days</u>
<u>11th year</u>	<u>22 days</u>
<u>15th year</u>	<u>25 days</u>

RESOLUTION NO. 2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERLOCAL-AGREEMENT BETWEEN THE SUMNER SCHOOL DISTRICT AND THE CITIES OF BONNEY LAKE AND SUMNER TO OPERATE A JOINT RECREATION PROGRAM

Whereas, the City of Bonney Lake has long cooperated with the City of Sumner and the Sumner School District to operate a joint recreation program, and

Whereas, the City Council desires to continue participation in a joint recreation program under the terms provided in the Inter-local Agreement;

Now therefore, be it resolved;

The City Council of the City of Bonney Lake, Washington does hereby authorize the Mayor to sign the attached Inter-local Agreement with the City of Sumner and the Sumner School District to operate a joint recreation program.

PASSED by the City Council this 12th day of January, 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

INTERLOCAL AGREEMENT
BETWEEN
THE SUMNER SCHOOL DISTRICT
AND
THE CITY OF BONNEY LAKE
AND
THE CITY OF SUMNER

THIS IS AN INTERLOCAL AGREEMENT between the **SUMNER SCHOOL DISTRICT**, a common school district and municipal corporation of the State of Washington, and **THE CITY OF SUMNER**, a municipal corporation of the State of Washington, and **THE CITY OF BONNEY LAKE**, a municipal corporation of the State of Washington (collectively referred to as the “parties”), relating to the creation and operation of a Joint Recreation Program. The initial effective date of this agreement is **January 1, 2010**.

WHEREAS there is a need for additional recreation and arts programs in the geographic area encompassed by the Sumner School District, the City of Bonney Lake and the City of Sumner; and

WHEREAS the Sumner School District, the City of Bonney Lake, and the City of Sumner desire to provide the citizens of their respective communities enhanced opportunities for recreation and arts; and

WHEREAS, each part by itself does not have sufficient resources to provide such enhanced recreation and arts opportunities; and

WHEREAS it is in the public interest that the parties cooperate to provide resources to provide efficient, cost-effective recreation and arts programs; and

WHEREAS each of the parties is a “public agency” within the meaning of Chapter 39.34 RCW;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the Sumner School District, the City of Bonney Lake, and the City of Sumner hereby agree to create and operate a Joint Recreation Program, as follows:

1. JOINT ADVISORY BOARD FOR INTERGOVERNMENTAL COOPERATION.

- 1.1 Formation of a Joint Advisory Board. Pursuant to RCW 39.34.030(4), the parties hereby establish a Joint Advisory Board for Intergovernmental Cooperation (“Joint Advisory Board”). The Joint Advisory Board is not a separate legal entity.
- 1.2 Composition of Joint Advisory Board. The Joint Advisory Board shall have three members: one each from the Sumner School District, the City of Bonney Lake and the City of Sumner. The members of the Joint Advisory Board shall be the mayor of the City of Bonney Lake, the mayor of the City of Sumner and the Superintendent of the Sumner School District, or their respective appointees. Each party may appoint its member to the Joint Advisory Board according to its own procedures and policies.

1.3 Joint Advisory Board Responsibilities

- 1.3.1 The Joint Advisory Board will advise the Joint Recreation Program Coordinator on issues related to the administration of the Joint Recreation Program

- 1.3.2 The Joint Advisory Board will determine the salary of the Joint Recreation Program Coordinator and other Joint Recreation Program employees and will advise the Superintendent of the Sumner School District or his designee regarding the responsibilities of the Joint Recreation Program Coordinator.
- 1.3.3 The Joint Advisory Board, through its individual members, shall authorize the Joint Recreation Program Coordinator to make arrangements, when feasible, for use of facilities owned or controlled by the parties to the Joint Recreation Program. It is expressly understood that such facilities will be made available to the Joint Recreation Program without charge to the Joint Recreation Program.

2. JOINT OPERATING ACCOUNT

2.1 **Establishment of Operating Accounts.** The Joint Advisory Board hereby establishes a separate account to carry out the recreation program. It shall be designated by the appropriate state-defined account title and account code. The Joint Recreation Program Coordinator shall be designated as the administrator of the account.

2.2 Sources of Funding

- 2.2.1 The Sumner School District, the City of Bonney Lake, and the City of Sumner are on different fiscal year and budget cycles. As a consequence, the advisory board will begin the process of determining the contributions needed from each member of the joint agreement based on a budget submitted to the advisory board no later than June 1 of each year. The Joint Advisory Board will make a final determination of each member's contribution to the operating account no later than August 1 of each year. No party to this agreement shall be required to make contributions to the Operating Fund without the mutual agreement of all parties to the agreement.
- 2.2.2 Additional funding will be provided through fees charged to participants in programs of the Joint Recreation Program. It shall be the responsibility of the Joint Recreation Program Coordinator to develop a viable fee structure, with approval of the Joint Advisory Board.
- 2.2.3 **Use of Funds.** The Operating Account will be used to pay all expenses necessary for the efficient operation of the Joint Recreation Program. Such expenses include all costs involved in employing the Joint Recreation Program Coordinator and other staff, including but not limited to worker's compensation contributions, F.I.C.A., employment security contributions, and employee benefits. Other necessary expenses may be paid as the need arises.
- 2.2.4 **Accounting.** The Joint Recreation Program Coordinator will keep an account of the manner acquiring, holding, and disposing of funds and real and personal property used in the Joint Recreation Program.

3. ADMINISTRATION OF THE JOINT RECREATION PROGRAM.

- 3.1 Administration of the Joint Recreation Program shall be the responsibility of the Superintendent of the Sumner School District or his designee.
- 3.2 The Joint Recreation Program shall be administered as a program of the Sumner School District.
- 3.3 The Superintendent of the Sumner School District or his designee shall call a meeting of the Joint Advisory Board on at least a quarterly basis to advise the Joint Advisor Board on the status of the Joint Recreation Program and to seek the advice and counsel of the Joint Advisory Board on matters related to the operation and administration of the Joint Recreation Program.

4. RESPONSIBILITIES OF EACH PARTY.

- 4.1 **Sumner School District Responsibilities.** The Sumner School District shall have the following responsibilities regarding the operation of the Joint Recreation Program:
 - 4.1.1 Appointing a member to the Joint Advisory Board.
 - 4.1.2 Hiring, evaluating, supervising, and terminating the services of a Joint Recreation Program Coordinator. The Joint Recreation Program Coordinator and the other Joint Recreation Program staff will be considered to be employees of the Sumner School District.
 - 4.1.3 Providing a suitable facility for the office of the Joint Recreation Program, including office space.
 - 4.1.4 Seeking, on at least a quarterly basis, the advice of the Joint Advisory Board on matters related to the operation and administration of the Joint Recreation Program.
 - 4.1.5 Overseeing and supervising the work of the Joint Recreation Program Coordinator on a day-to-day basis, consistent with guidelines established by the Joint Advisory Board.
 - 4.1.6 Provide payroll administration and services for the Joint Recreation Program.
 - 4.1.7 Cooperating with the Joint Recreation Program by making Sumner School District facilities available, when feasible, for the programs and activities of the Joint Recreation Program.
- 4.2 **Cities of Bonney Lake and Sumner Responsibilities**
 - 4.2.1 The Cities of Bonney Lake and Sumner shall appoint a member of the Joint Advisory Board who shall participate actively in carrying out the responsibilities of the Joint Advisory Board.
 - 4.2.2 The Cities of Bonney Lake and Sumner shall cooperate with the Joint Recreation Program by making their facilities available, when feasible, for use for the programs and activities of the Joint Recreation Program.

5. RENEWAL OF AGREEMENT

5.1.1 **Renewal.** The Agreement may be renewed for succeeding one-year terms by agreement of all of the parties.

- 6. **TERMINATION.** The Agreement terminates automatically at the end of each contract year. The Agreement may be terminated at any time by mutual written agreement of all of the parties. Neither the parties, the Joint Advisory Board, nor the Joint Recreation Program Coordinator shall commit the Joint Recreation Program to any contractual obligation that extends beyond the duration of the Agreement. Upon termination of the Agreement, unexpended and uncommitted joint funds shall be distributed to each of the parties.
- 7. **INSURANCE.** Insurance coverage obtained by the Sumner School District, the City of Bonney Lake and the City of Sumner shall be individually secured and maintained with responsible insurers. The coverage shall be for damages because of personal or bodily injury, including death resulting from such injuries, damage to or loss of use of building, contents and personal property and other coverage as is customarily maintained for recreation programs to the extent that such insurance can be secured and maintained at a reasonable cost. If the activities of the Joint Recreation program cannot be insured at a reasonable cost through either new policies or riders to existing policies, the Joint Advisory Board shall declare that insurance is unavailable and this agreement shall be terminated immediately.
- 8. **NONDISCRIMINATION.** The parties to this Agreement declare that they are committed to the principle of equal opportunity consistent with applicable laws.
- 9. **AUDITS AND INSPECTIONS.** The records and document with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by each of the parties during the term of this agreement and for three years after termination.
- 10. **AMENDMENTS.** The Agreement may be amended at any time by mutual written agreement of all of the parties.
- 11. **ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, the parties have executed this agreement.

CITY OF BONNEY LAKE
 By _____
 Its _____
 Date _____

CITY OF SUMNER
 By David S. Smith
 Its Mayor
 Date 12-21-09

SUMNER SCHOOL DISTRICT
 By _____
 Its _____
 Date _____

2010 Initial Planning Commission Work Plan

Item	Priority	Source
Year Two - Shoreline Master Plan Update CD Year-Round	High	Staff
Title 16 CD 1st Quarter Update landscaping code to include requirements for maintenance	High	Staff
Begin update of Parks Element CD / CS 1st Quarter General update of Parks Element, revisit Moriarty plan	High	Staff/ Exec
Provisions for interim buildings and uses in Downtown Design Standards and Downtown Core Zoning	Med	Staff/ Exec
Update Capital Facilities Element CD 3rd Quarter Include inventory of City-owned buildings and other facilities.	High	Exec