

CITY COUNCIL MEETING

**May 25, 2010
7:00 p.m.**

AGENDA



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.)*

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

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. AB10-97 - A Motion of the Bonney Lake City Council confirming the Mayor's Re-appointment of Darren Proctor to the Park Board.

3. Presentations:

- a. AB10-91 - 2010 Stormwater Pollution Prevention & Water Conservation Art Contest Award Presentation

D. Agenda Modifications:

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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 representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.

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.

A. Approval of Minutes: May 4, 2010 Council Workshop and May 11, 2010 Council Meeting Minutes.

B. Accounts Payable Checks/Vouchers: Accounts Payable checks/vouchers #58570 thru 58614 (including wire transfer #'s 5032010) in the amount of \$572,198.87. Accounts Payable checks/vouchers #58615 thru 58617 for hydrant meter deposit refunds in the amount of \$864.22. Accounts Payable checks/vouchers #58618 for earnest money in the amount of \$5,000.00. Accounts Payable checks/vouchers #58619 thru 58671 (including wire transfer #'s 5132010 & 5142010 in the amount of \$211,471.39. Accounts Payable checks/vouchers #58672 for a Utility Refund in the amount of \$399.29.

C. Approval of Payroll: Payroll for May 1-15th 2010 for checks 28985-28920 including Direct Deposits and Electronic Transfers in the amount of \$ 396,621.12

D. AB10-85 - Resolution 2037 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Purchase A Used Paving Compactor From NC Machinery For \$33,627.

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37-59

- E. **AB10-89 - Resolution 2040** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contractor Agreement With Doolittle Construction, Llc For The 2010 Chip Seal Application.

61-63

- F. **AB10-95** - A Motion of the Bonney Lake City Council to Approve the 2010 Planning Commission Workplan.

V. FINANCE COMMITTEE ISSUES:

65-73

- A. **AB10-93 - Resolution 2043** - A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement To Amend Agreement For Water Service With Joseph And Stephanie Fessler.

75-76

- B. **AB10-96** - A Motion of the Bonney Lake City Council authorizing the city to submit a grant application to Pierce County for a Pierce County Conservation Futures Grant.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

VII. PUBLIC SAFETY COMMITTEE ISSUES:

VIII. FULL COUNCIL ISSUES:

77-81

- A. **AB10-59 - Ordinance D10-59** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Section 13.12.090 Of The Bonney Lake Municipal Code And Ordinance No. 561 Relating To Grinder Pump Service Charges.

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> 25 May 2010	<u>Agenda Bill Number:</u> AB10-97
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Re-Appointment of Darren Proctor to Park Board

Proposed Motion: AB10-97 - A Motion of the Bonney Lake City Council confirming the Mayor's Re-appointment of Darren Proctor to the Park Board.

Administrative Recommendation: Approve.

Background Summary: Mr. Proctor currently serves as the chairman of the Park Board. He has served on the Board since February 2004. His current term of service has expired. Mayor Johnson proposes that Mr. Proctor be re-appointed to the Park Board for another three-year term. BLMC 2.20.020 provides that the Mayor shall appoint Park Board Commissioners with the consent of the City Council.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation: No budget impact to this item.			

<u>COMMITTEE/BOARD REVIEW:</u>
Subcommittee Review Date: -
Commission/Board Review Date: -
Hearing Examiner Date:

<u>COUNCIL ACTION:</u>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 25 May 2010	Tabled To Date:

Signatures:

Director Authorization HT Edvalson	Mayor NH Johnson	Date City Attorney Reviewed Not Required
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**2010 STORMWATER POLLUTION PREVENTION & WATER
CONSERVATION ART CONTEST AWARD WINNERS**

May 25, 2010

Friendly Vehicle Washing

Kelsie Moore
Jamie Frees

Household Hazardous Waste Disposal

Samantha Leader
Marisa Cella

Pet Waste Disposal

Kyrie Owen
Macymarie Hagwood

Pollution / Illegal Dumping Reporting

Kortni Anderson
Liz Whetham

Used Oil Recycling

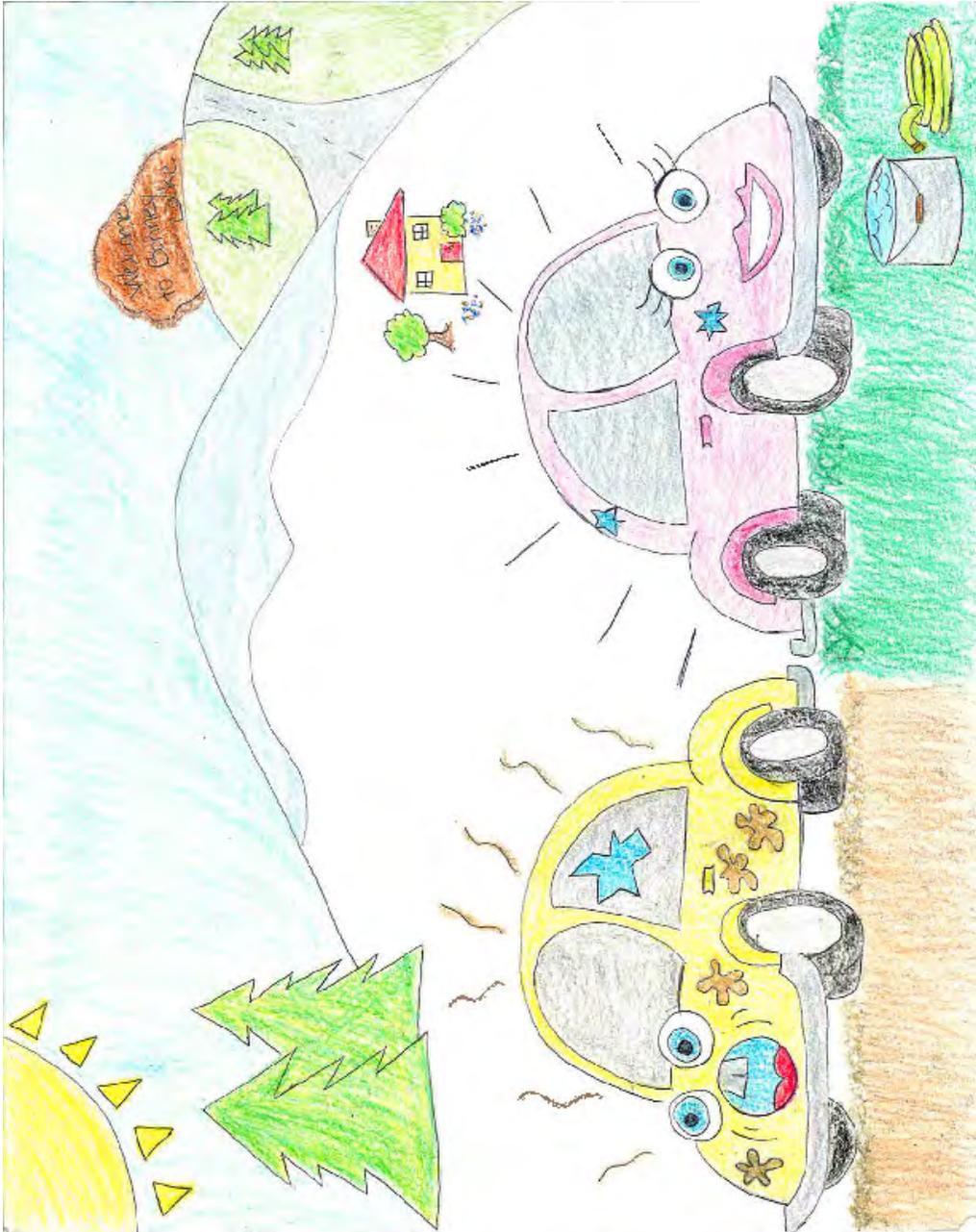
Andrew Johnson
Dominic Yorrio

Water Conservation

Jake Ayers
Ethan McElderry



Kelsie Moore – Friendly Vehicle Washing



Jamie Frees – Friendly Vehicle Washing



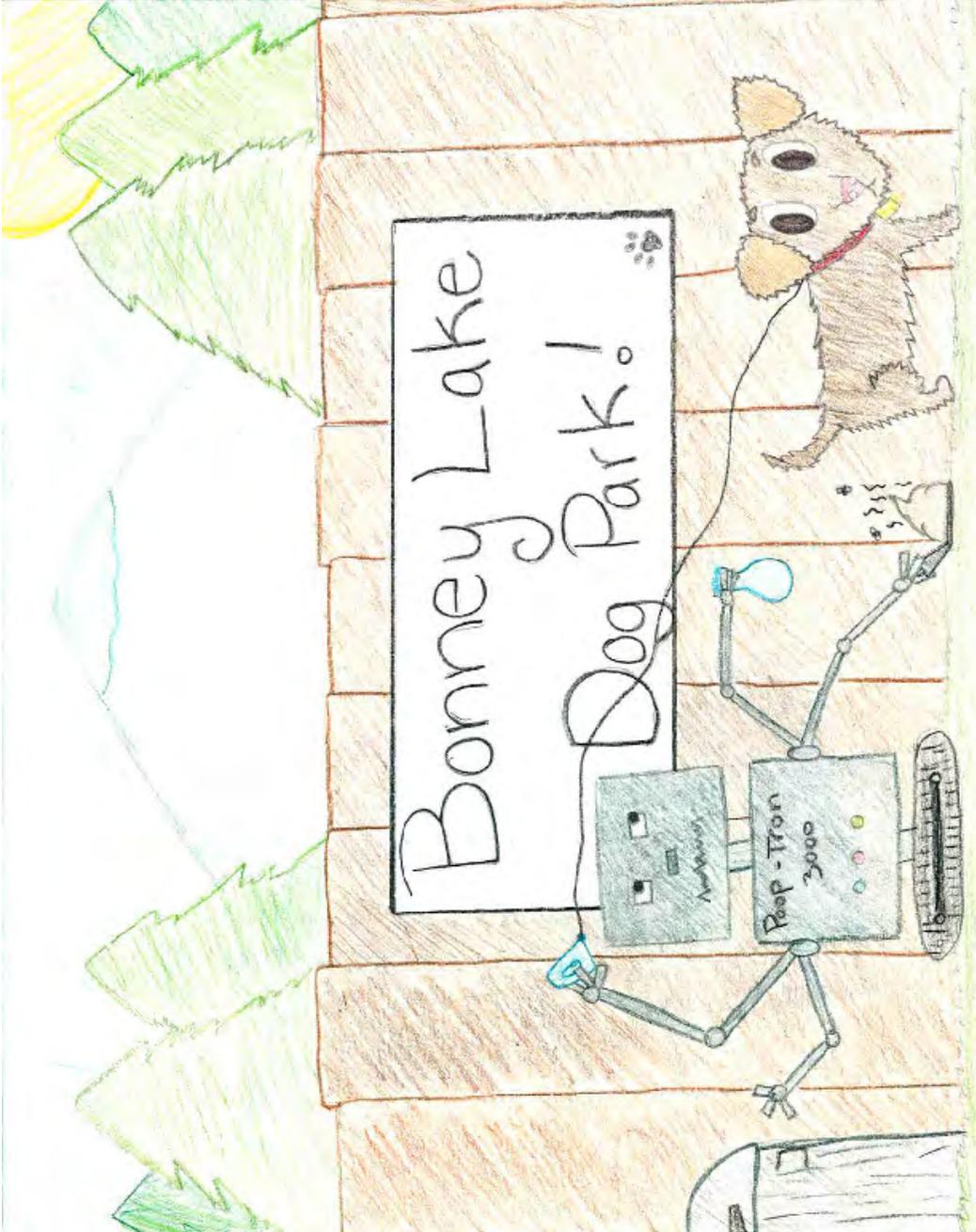
Samantha Leader – Household Hazardous Waste Disposal



Marisa Cella – Household Hazardous Waste Disposal



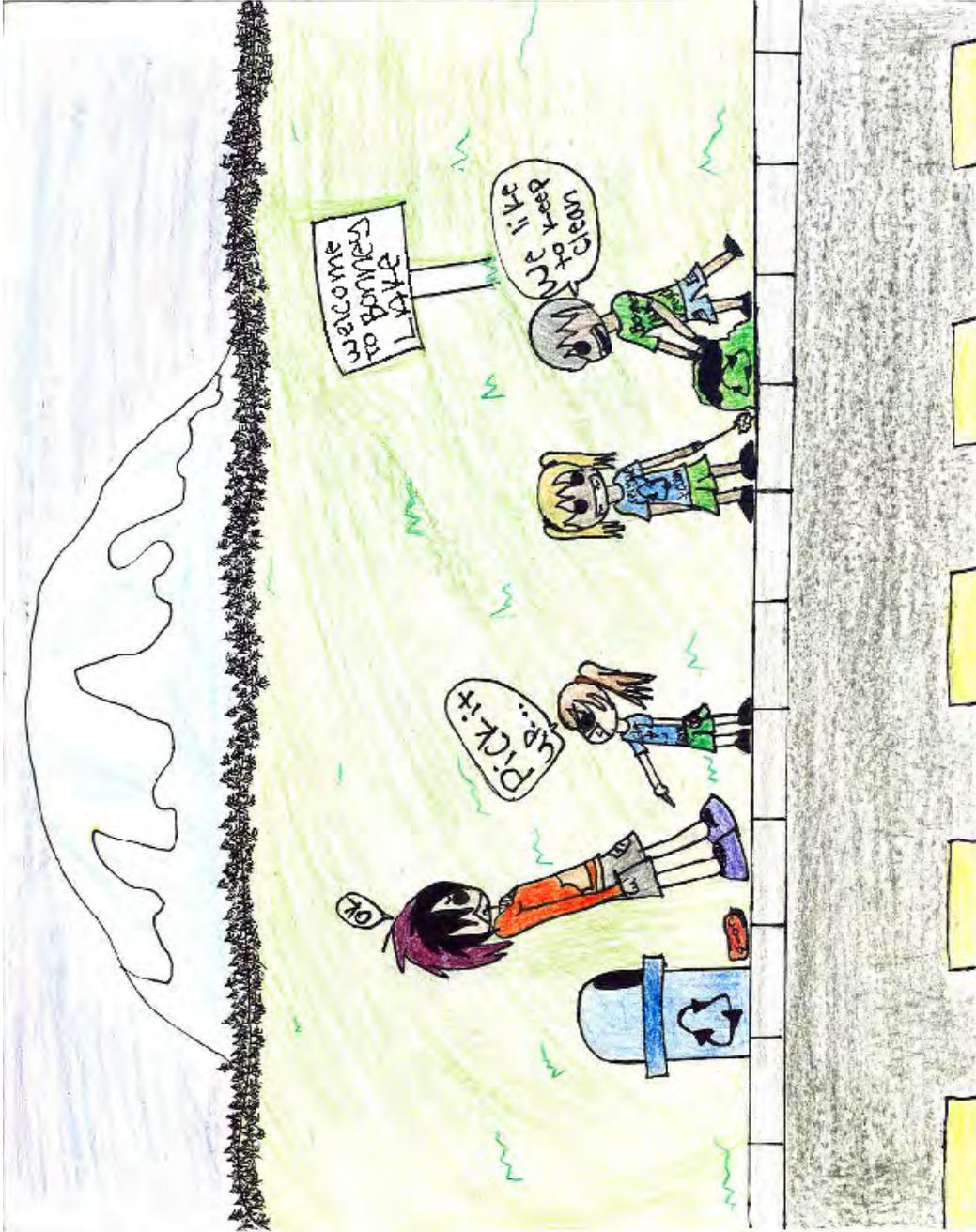
Kyrie Owen – Pet Waste Disposal



Macymarie Hagwood – Pet Waste Disposal



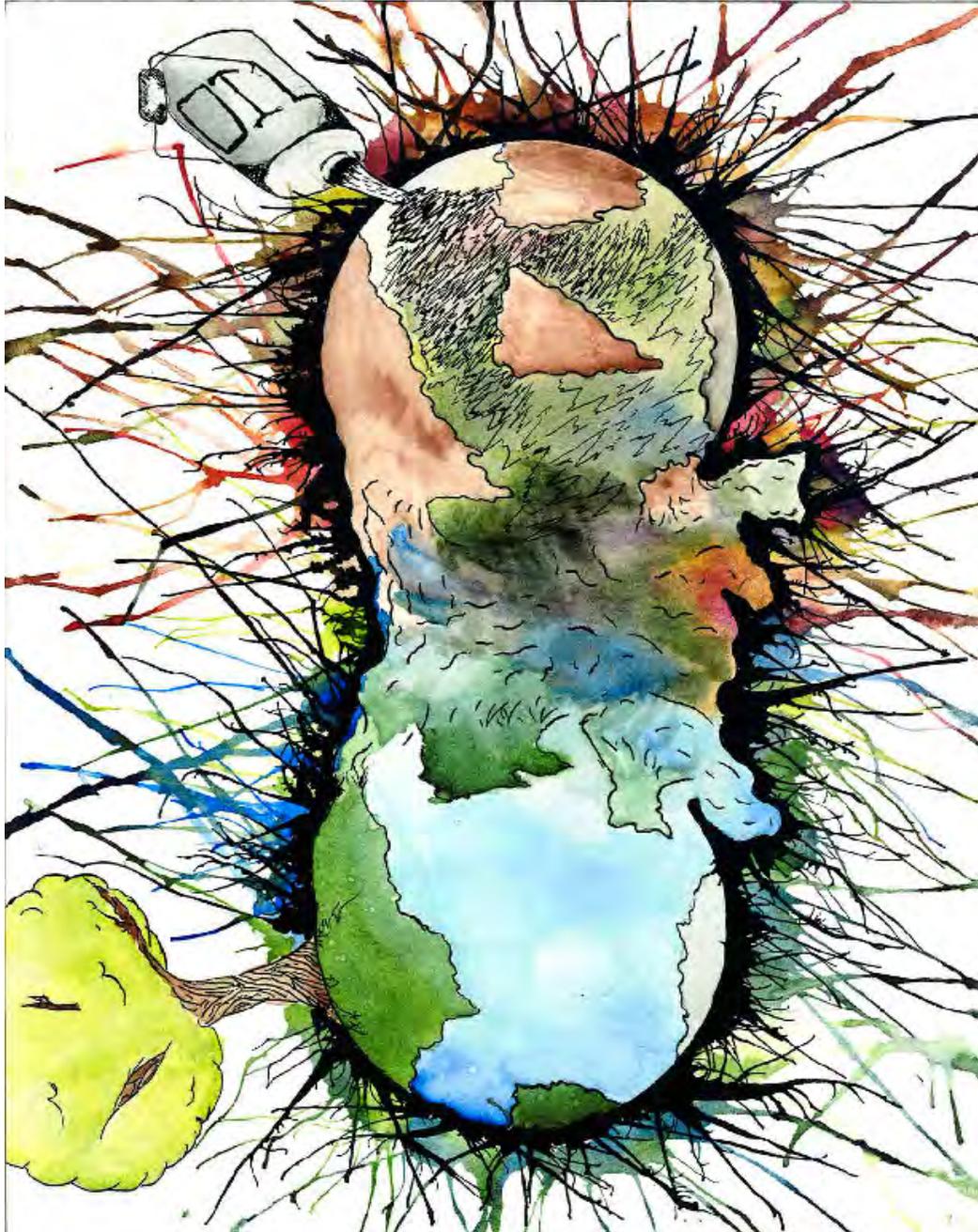
Kortni Anderson – Pollution / Illegal Dumping Reporting



Liz Whetham – Pollution / Illegal Dumping Reporting



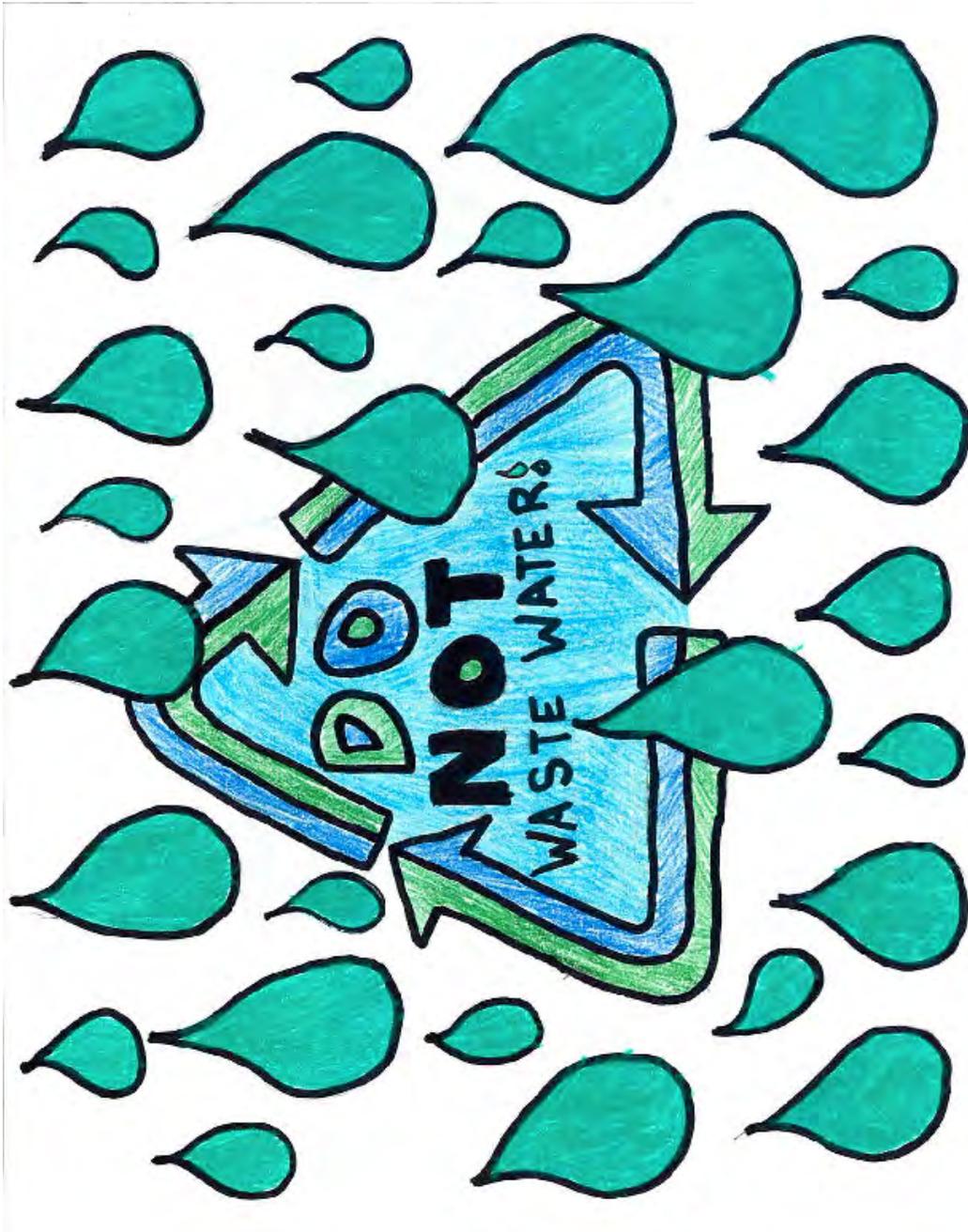
Andrew Johnson – Used Oil Recycling



Dominic Yorrio – Used Oil Recycling



Jake Ayers – Water Conservation



Ethan McElderry – Water Conservation

**CITY COUNCIL
WORKSHOP**

**May 4, 2010
5:30 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 ↓

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. Call to Order: Mayor Neil Johnson, Jr. called the workshop to order at 5:34 p.m.

II. Roll Call: [A1.3]

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember James Rackley.

[Staff members in attendance were City Administrator Don Morrison, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Mike Mitchell, Public Works Director Dan Grigsby, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, Assistant City Attorney Kathleen Haggard, Records & Information Specialist Susan Duis and Engineering Technician Andrew Fonda. Judge Ron Heslop and Court Administrator Kathy Seymour were present during discussion of agenda item A.]

III. Agenda Items:

5:34:39

A. Discussion: AB10-83 - Council/Court Chambers Design and AV Options.

City Administrator Morrison said four layout options are presented for review, and staff prefer option C for Court and Council use. He said this option works for both Court and Administration, holds the most people, and allows the Council to see each other more easily. Councilmembers were in favor of layout option C. Rex Bond from ARC Architects provided details, noting that the raised dais has an ADA-accessible ramp and is raised about as high as the current chambers dais. City Administrator Morrison said the tall ceiling (15'6") allows a projector screen to be placed behind the Council for audience members, with monitors on the dais for the Council and Judge to view.

Mr. Bond offered general information on the proposed audio, video, and broadcasting options as BRC Acoustics' Tom Mullan was unable to attend the Workshop. The proposal includes a digital audio system, video displays, projection screen, and a basic 'request to speak' system for Councilmembers. Mr. Bond said the chambers can be wired for broadcasting capabilities during the initial setup without installing broadcasting equipment, which reduces the initial project cost.

Councilmember Carter said the proposed setup allows the Court to do video arraignments. Court Administrator Kathy Seymour said wireless microphones are used for juror selection, and a portable TV cart is not necessary if a projector is

installed. Council consensus was to use Option 1 for the audio/visual options, and to install wiring so broadcasting equipment can be added at a later date.

Councilmember Carter said though this is an ‘interim’ city building, it will be used until a new Civic building is completed. Mayor Johnson said the IJC building may be needed for anywhere from a few years to 10 years or more, depending on how quickly the City moves forward with the downtown civic campus. Mr. Bond said he and Mr. Mullan will refine their designs and provide the Council with detailed estimates so the City can prepare an advertisement for bids.

5:54:30

B. Discussion: AB10-54 – Storm Water Pollution Prevention Art Contest.

Engineering Technician Andrew Fonda said the State’s storm water program includes a requirement for public education and outreach. The City invited area K-12 students to submit drawings for specific categories: friendly vehicle washing; household hazardous waste disposal; pet waste disposal; pollution/illegal dumping reporting; used oil recycling; and water conservation. He asked the Council to select two drawings per category, which will be included in a calendar promoting storm water pollution prevention. He presented the 56 entries received and asked the Council to turn in their votes after the workshop to be tallied. Director Grigsby said at the end of the month, the winning students will be invited to attend a Council Meeting to receive awards and recognition.

6:00:22

C. Discussion: AB10-16 - Review of Planning Commission 2010-2012 Workplan.

Community Development Director Vodopich said the revised work plan includes new items and items carried over from 2009. Councilmembers discussed nightclub standards, which relates to noise from businesses located near residential areas. Councilmember Carter said as the City develops, noise from nightclubs located near residential areas will continue to be a problem. Councilmember Decker suggested that when homes are built adjacent to commercial areas, they must be designed with better noise abatement. He said if a nightclub is built near an existing residential area, the nightclub should similarly be required to have better noise abatement built-in. Councilmembers Carter and McKibbin expressed interest in researching this option.

Deputy Mayor Swatman asked about revisions to Title 16; Director Vodopich said a WCIA land use audit in 2009 suggested the City remove language about 25% tree retention from BLMC Chapter 16. Assistant City Attorney Haggard said this stems from a 2008 court case in King County, which stated that cities cannot set a flat percentage for open space. She said Bonney Lake’s code limits the City, not the developer, and she does not feel the City’s code is illegal. She said the Council may still want to consider eliminating this language for other reasons, and to consider tree removal requests on a case-by-case basis. Council consensus was to remove Title 16 from the work plan, noting that if the Council wishes to consider it at a later date it will come before the Planning Commission for review.

Director Leaf addressed updates to the Parks Element of the Comprehensive Plan, noting that three Park Board members have formed a subcommittee to work on updates. He said he and Planning Manager Heather Stinson are also working on updates and there are no plans to hire a consultant at this time.

Councilmember Lewis suggested discussion of a Midtown plan be added to the work plan. Council consensus was to add this item as a medium-priority issue.

Councilmember Carter said residents often complain to her about the lack of notification on planning actions. Director Vodopich said the code requires notification for specific types of land use and planning actions, and can be revised if the Council desires. Mayor Johnson suggested that staff can put together an informational piece to send out with utility bills and/or to publish in the newsletter. Director Vodopich said the main consideration is what type of issue rises to the level of justifying formal notifications. Councilmember Rackley said the Council had similar discussions when it changed the notification range from 300' to 600'. He said this is an ongoing issue and the City simply has to keep trying to keep people informed. The revised work plan was forwarded to the May 11th Meeting for action.

6:29:12

D. Council Open Discussion:

WSU Forest: Councilmember Rackley said 'no trespassing' signs are still posted in the WSU forest and residents are concerned about entering the forest. Director Leaf said the forest is open. He said volunteers removed about half the signs and when temporary summer hires start work this month this will be a priority project.

Glass Recycling: Councilmember Decker said several residents have complained that D.M. Disposal no longer offers glass recycling pick-up. Director Grigsby said residents can drop off glass containers at the South Prairie Transfer Station. Mayor Johnson said glass recycling is no longer cost effective for recycling companies. City Administrator Morrison said D.M. Disposal is willing to place a large glass recycling bin somewhere in the City. However, he said businesses and the City are not interested in placing a bin on their property because the bins result in broken glass and illegal dumping on the property. Director Grigsby said the transfer station accepts separated glass, since brown bottles in particular are more cost-effective to recycle.

Flood Control District: Councilmember Hamilton said the County will vote on whether to create a flood control district this evening, and he opposes it. He said the City of Bonney Lake did not cause the risks in the valley related to flooding and lahar flows. He said the flood risk stems from uncontrolled development in the valley, and the City should attempt to opt-out of the district if possible and should not be asked to help subsidize uncontrolled development in the valley. Councilmember Hamilton said the cities and county have their own storm water utilities and collect taxes, and he believes the new district will attempt to levy an additional tax. He said cities on the plateau should demand to be placed in a separate sub-district that is not assessed the same level of taxes as those in the flood plain.

Deputy Mayor Swatman and Councilmembers Carter and Rackley agreed that cities like Bonney Lake should not be required to pay for areas that are at risk in the valley. Mayor Johnson said he and Deputy Mayor Swatman sent letters to the County Council relating their concerns about the proposed Flood Control District. He said their response was that they would figure out details about financing and other issues after the district is formed. Councilmember Rackley said the Council should pass a resolution expressing their concerns. Mayor Johnson asked Director Vodopich to research what was approved at the County Council's meeting to provide to Council for further discussion.

Interim Justice Center Tour: Deputy Mayor Swatman thanked staff for giving a tour of the IJC building currently under construction. He reminded Councilmembers that the new court/council chambers room is about the same size as the existing chambers.

Eastown Sewer: Deputy Mayor Swatman asked for updates on easements for sewer in Eastown. Mayor Johnson said he has set a general deadline of August 1, 2010 to receive easements from all property owners, so the Council can make a determination on the project and move forward.

Milfoil Meeting: Deputy Mayor Swatman said Cascade Water Alliance has scheduled a second meeting on May 11th to discuss milfoil treatment on Lake Tapps. He said the Council should move its meetings to Mondays to avoid scheduling conflicts like this.

Pierce Transit: Deputy Mayor Swatman congratulated the Mayor on being named to the Pierce Transit Board, which meets on Monday, May 10th at 4:00 p.m. to discuss service options. He said he, Councilmember Rackley, Councilmember Hamilton, City Administrator Morrison, and possibly Councilmember Lewis plan to attend. Assistant City Attorney Haggard said they can attend without danger of violating the open meetings act as long as they do not conduct City business. Mayor Johnson said he understands a Pierce Transit attorney will be on hand to discuss cities' options to de-annex from the transit agency. He said he will attend a work session May 5th and report back to the Council. He said he wants to talk with the board on the importance of meetings between the small cities and Pierce Transit staff.

Kudos: Councilmember Carter congratulated Director Leaf on his progress on the Safe Routes to School project.

Heritage Trees: Councilmember Carter said the City needs to take action on current Heritage Tree applications.

Reed Property: Councilmember Carter said she has found a report on artifacts and the historic value of the recently purchased Reed Property. Mayor Johnson asked her to provide a copy of the report to the City Administrator to review.

Walkable Cities: Councilmember Carter said she has read several articles on walkable communities, including one about supermarkets in walkable communities. She said good transit is essential to help residents get training and get to their jobs.

School District: Mayor Johnson said the Sumner School District notified him that they are working on a request for proposals to manage the swimming pool. They said that otherwise, the pool could be shut down by August 28, 2010. Mayor Johnson said he is seeking more details and will give a report to the Council soon.

7:06:23

- E. **Review of Draft Council Minutes:** April 20, 2010 Council Workshop, April 27, 2010 Special Council Meeting and April 27, 2010 Council Meeting.

Councilmember Carter asked that the April 20th Workshop minutes reflect that historical photographs were provided by Fred and Winona Jacobsen, and that the Families First Coalition meeting is on May 24th at 4:00 p.m. (not April 19th). The corrected minutes were forwarded to the May 11, 2010 Meeting for action.

7:08:46

- F. **Discussion** (Tabled from 4/27/10): AB10-74 – Ordinance D10-74 – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Updating the Sign Code to Allow Nonpolitical Campaign Signs in the Right-of-Way.

Director Vodopich summarized the draft ordinance, which incorporates Council input and suggestions from the Attorney. Deputy Mayor Swatman said 7 days is too long after an event to allow signs to stay up. Assistant City Attorney Haggard said the State laws about campaign signs are probably uniform, and the City may not be able to apply tighter restrictions for taking down campaign signs. She said the City can regulate non-political signs, however. She said the proposed ordinance includes definitions for the type of groups and events that can post signs.

Deputy Mayor Swatman said the proposed ordinance will cause new problems and clutter in the right-of-way. He noted that while the City can manage time, place and manner of placing signs, it cannot control the content of these signs. He feels the existing code should be left alone. Councilmember Rackley said he is concerned with enforcing timely clean-up after events. Director Vodopich said the code allows the City to assess costs for removing signs, which could be enforced if Council wishes.

Deputy Mayor Swatman and Councilmember Carter spoke in favor of designating specific areas in the City where non-political campaign signs can be posted. They said this would make it easier for staff to enforce the code and clean up expired or unapproved signs. Councilmember Decker agreed, noting that staff could provide groups with a map of designated areas when they request a permit. Director Vodopich said staff can provide civic groups with stickers or labels, which must be placed on each to show they are permitted and when they 'expire' and must be removed.

Councilmember Hamilton suggested staff take a deposit when giving out permits, which can be used for the cost of collecting signs if they are not removed. Director Vodopich said there is no fee or permit process currently, and Finance Director Juarez said taking deposits would be cumbersome to manage financially. Mayor Johnson suggested that groups simply be notified that if the signs are not removed by the deadline, the City can impose a fee for sign removal.

Councilmembers discussed possible locations for designated signage areas. Director Vodopich noted that the State does not allow any signs on its right-of-way, such as along SR 410. Councilmember Carter said Special Events signs are posted currently. The item was continued to the May 18, 2010 Workshop for further discussion.

Councilmember Decker moved to add item AB10-88, amending the Public Works Trust Fund Loan application, to the current agenda. Councilmember Rackley seconded the motion.

**Motion approved 5 – 2.
Deputy Mayor Swatman and
Councilmember McKibbin voted no.**

- G. **Added to Agenda: AB10-88** – A Motion of the City of Bonney Lake, Pierce County Washington, Amending the Public Works Trust Fund Loan Application for the Sumner/Bonney Lake Wastewater Treatment Plant Upgrade Phase II Project Approved by Council on April 27, 2010 (AB10-72).

Director Grigsby said the engineering group Gray and Osborne, who provided initial cost estimates for the grant application, realized that the designed flood wall was not tall enough. Increasing the height by two feet, which meets FEMA standards, increases the estimated project cost by about \$200,000, which increases Bonney Lake’s cost by about \$100,000. He said the grant application must be submitted by May 11, 2010 in order to be considered for 2011 funds, so the Council must take action to amend the application at the Workshop. He said if the City is awarded PWTL funds, it does not have to spend them. He said if the application is not amended and the project goes over budget, those cost would have to be made up with SDC funds or other resources. He asked the Council to consider amending the city’s loan application by an increase of \$100,000.

Deputy Mayor Swatman said he feels the floodwall project is the type of project a group like the new Flood Control District should consider funding. He said Sumner receives all the profits from the sewer treatment plant and Bonney Lake has no control in the operations or plans for the plant. He and Councilmember Hamilton said the City needs to consider long-term plans for sewer treatment within Bonney Lake. Deputy Mayor Swatman said the Council must carefully monitor incoming SDC funds and costs for future projects. Director Grigsby said the State requires the City to have a plan in place once it reaches 85% of its current sewer capacity, which is why upgrades to the Sumner plant must start soon.

Councilmember Lewis moved to take action on the motion amending the Public Works Trust Fund Loan application. Councilmember Rackley seconded the motion.

**Motion approved 6 – 1.
Deputy Mayor Swatman voted no.**

IV. Executive Session: None.

7:49:21

V. Adjournment:

At 7:49 p.m., Councilmember Rackley moved to adjourn the workshop. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items submitted to the Council Workshop of May 4, 2010:

- City of Bonney Lake – *Storm Water Pollution Prevention Art Contest Voting Form* – Andrew Fonda.
- City of Bonney Lake – *Eastown – Easements for Sanitary Sewer Utilities* – Public Works Director Dan Grigsby.
- City of Bonney Lake – *Why We Need a Midtown Plan* – Councilmember Laurie Carter.

CITY COUNCIL MEETING

**May 11, 2010
7:00 P.M.**

MINUTES



"Where Dreams Can Soar"

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Audio Time
Stamp ↓

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 6:59 p.m.

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

B. Roll Call:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley.

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

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

a. **AB10-84** – A Motion of the Bonney Lake City Council Confirming the Mayor's Appointment of Tom Watson to the Bonney Lake Design Commission.

**Councilmember Carter moved to approve the appointment.
Councilmember Rackley seconded the motion.**

Mayor Johnson said the Design Commission now has full membership and thanked Mr. Watson for serving.

Motion approved 7 – 0.

3. Presentations:

a. **Proclamation:** Public Works Week, May 16 - 22, 2010.

Mayor Johnson read the proclamation aloud. Public Works Director Grigsby displayed the 2010 Public Works Week poster, titled 'Above, Below & All Around You,' which will be on display at City Hall. He

said the City has great Public Works staff and though public works projects are not always visible, they are very important to the City.

- D. Agenda Modifications: None.

7:03:44

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearings: None.
- B. Citizen Comments: None.
- C. Correspondence: None.

7:04:06

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 personnel updates, and forwarded Resolution 2038 and Resolution 2039 to the current agenda. The committee also reviewed interior design selections for the Interim Justice Center.
- B. Community Development Committee: Councilmember Rackley said the committee met on May 3rd and discussed access to roadways and set a list of priorities for the committee. They forwarded Resolution 2031, Resolution 2033 and Resolution 2035 to the current meeting Consent Agenda.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on May 3rd and discussed animal control code revisions, which are now being reviewed by the City Attorney. The committee discussed the effect of potential annexations on the Police and Court departments. They also discussed fire code amendments. He said several citizens have signed up to serve on a Lake Tapps boating advisory committee. A resident in Sky Island expressed concern about speeding in his neighborhood, and said his homeowner's association is willing to purchase flashing speed zone signs for the neighborhood.
- D. Other Reports:

Park Board: Councilmember Carter attended the Park Board Meeting on May 10th, and said the board recommended the City install sidewalks along the Moriarty property to provide access to the Lake and Allan Yorke Park. The Board has prepared a draft survey about park services for residents, which could be made available online and during City events. She said the Board members have started preliminary work on Comprehensive Plan amendments, and have requested a map that displays the City limits, CUGA areas, area parks and the Fennel Creek trail corridor.

Pierce Transit: Deputy Mayor Swatman said he, Councilmember Lewis and City Administrator Morrison attended a public meeting held by Pierce Transit on May

10th. He said the Board expressed concern about the interests of small cities and he looks forward to scheduling meetings with Pierce Transit staff in the near future.

Mayor Johnson, who is now a member of the Pierce Transit Board, said he thinks the Board members understand the concerns raised by small cities. He said members Terry Lee and Tim Farrell have expressed interest in attending meetings with representatives from the small cities and Pierce Transit staff to discuss options. Mayor Johnson said the Growth Management Act plays a role in requiring transit, and he has provided this and other information to Board members.

8th District Congressional Candidate: Mayor Johnson said he met with candidate Suzanne DelBene to discuss Bonney Lake's concerns and desires for a representative last week. He said the City has not received much attention from representatives in the past, and he provided her with contact information for people and businesses in Bonney Lake that she may contact.

School District: Mayor Johnson said he is meeting with Sumner School District to discuss issues and options for management of the pool in Sumner soon. He said the pool is important to the community and he hopes to find a solution to keep it open.

7:18:31

IV. CONSENT AGENDA:

- A. **Approval of Minutes:** April 20, 2010 Council Workshop, April 27, 2010 Special Council Meeting and April 27, 2010 Council Meeting.
- B. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #58468 thru 58528 (including wire transfer #'s 3022010, 4022010, 4152010, 4192010 & 41520101) in the amount of \$1,845,955.36. Accounts Payable checks/vouchers #58529 for a Utility Refund in the amount of \$100.00. Accounts Payable checks/vouchers #58530 thru 58568 in the amount of \$116,852.89. Accounts Payable checks/vouchers #58569 for a Utility Refund in the amount of \$162.35.
- C. **Approval of Payroll:** Payroll for April 16-30th 2010 for checks 28953-28984 including Direct Deposits and Electronic Transfers in the amount of \$ 554,723.26.
- D. **AB10-77 – Resolution 2031** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Water and Sewer Developer Extension Agreement with Washington State University Short Plat.
- E. **AB10-79 – Resolution 2033** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign a Purchase and Sale Agreement with the Sumner School District to Provide Right-Of-Way for the Safe Routes to School Project.
- F. **AB10-81 – Resolution 2035** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Water Developer Extension Agreement with First Pentecostal Church of Puget Sound.

**Councilmember Rackley moved to approve the Consent Agenda.
Councilmember Decker seconded the motion.**

Consent Agenda approved 7 – 0.

7:18:44

V. FINANCE COMMITTEE ISSUES:

- A. **AB10-86 – Resolution 2038** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing Entering into a SEPA Mitigation Agreement with Sumner School District for the Bonney Lake Elementary School Remodeling Project.

Councilmember Decker moved to approve Resolution 2038. Councilmember Carter seconded the motion.

Resolution 2038 approved 7 – 0.

- B. **AB10-87 – Resolution 2039** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Approval of a Contract with the Washington State Department of Transportation to Modify Pond A and Pond C in Eastown.

Councilmember Lewis moved to approve Resolution 2039. Councilmember Decker seconded the motion.

Councilmember Carter asked whether the storm water ponds will be accessible to the public for open space and/or walking paths once Eastown develops. Director Grigsby said the ponds are being built specifically to handle SR 410 storm water, and other businesses that build in Eastown will have to build their own ponds. He said Ponds A and C are near planned streets and current businesses. He said the ponds will be planted with indigenous vegetation and flattened, and could possibly be made accessible. He noted that Pond C is partially in the Fennel Creek buffer, which is allowed. He said the pond was moved, in part, to accommodate a future planned road connecting to SR 410. He said storm water ponds help decrease the risk of floods and improve the quality of the water that is released back into the ground.

Resolution 2039 approved 7 – 0.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

7:26:50

VIII. FULL COUNCIL ISSUES:

- A. **AB10-58 – Ordinance 1349** – An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Repealing Chapter 9.66 of the Bonney

Lake Municipal Code and Ordinance No. 703 § 2, and Replacing it with a New Chapter 9.66 – Peddlers.

Councilmember Hamilton moved to approve Ordinance 1349. Deputy Mayor Swatman seconded the motion.

Administrative Services Director/City Clerk Edvalson noted that the permit fee in this ordinance was revised to \$50 from the \$30 fee shown in the agenda bill. He said this fee is comparable with what other cities charge. Mayor Johnson thanked Police Department staff for bringing up issues related to peddlers that led to this proposed ordinance.

Ordinance 1349 approved 7 – 0.

7:28:40

- B. **AB10-90 – Resolution 2041** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Opposing the County Council’s Formation of a Flood District.

Councilmember Decker moved to approve Resolution 2041. Deputy Mayor Swatman seconded the motion.

Deputy Mayor Swatman noted a typographical error in the proposed resolution, and suggested amending the language to “which is being displaced.” He said it is important that the Council give the County Council its opinion on this issue. Councilmember Rackley thanked Deputy Mayor Swatman for bringing the item forward quickly. Councilmember Hamilton spoke in support of the proposed resolution, and expressed concern about encouraging development in areas prone to flooding. Mayor Johnson said he plans to send a letter along with the Resolution to the County Council.

Resolution 2041 approved 7 – 0.

IX. EXECUTIVE SESSION: None.

7:32:38

X. ADJOURNMENT:

At 7:32 p.m., Councilmember Carter moved to adjourn the meeting. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Council Meeting of May 11, 2010: None.

RESOLUTION NO. 2037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO PURCHASE A USED PAVING COMPACTOR FROM NC MACHINERY FOR \$33,627.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the City is authorized to purchase a used paving compactor from NC Machinery for \$33,627.

PASSED by the City Council this 25th day of May, 2010.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

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

<u>Department / Staff Contact:</u> PW / Asst. PW Director Charlie Simpson	<u>Workshop / Meeting Date:</u> 25 May 2010	<u>Agenda Bill Number:</u> AB10-89
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2040	<u>Councilmember Sponsor:</u> James Rackley

Agenda Subject: Award Contract to Doolittle Construction LLC, for the 2010 Chip Seal Application

Proposed Motion: Resolution Authorizing Mayor to Sign Contract with Doolittle Construction, LLC for the 2010 Chip Seal Application.

Administrative Recommendation:

Background Summary: The City solicited quotes for the 2010 Chip Seal Application using the MSRC Small Works Roster. We received two quotes in the amount of:
 Exhibit "B" -- \$231,248.20 from Doolittle Construction
 Exhibit "C" -- \$266,871.00 from Sierra Santa Fe Corp.
 Doolittle Construction, has been the low bidder for several years and does excellent street chip sealing work. The contract scope of work includes work on approximately 5.1 centerline miles including: chip sealing 66,603 square yards; applying a double chip seal to 19,494 square yards; and application of a fog seal coat to 10,410 square yards. Location of this work is shown on attached map and exhibit "A" spreadsheet.

 Attachments: Resolution 2040; Bid sheets (quote); Scope of Work; Contract; Map showing streets to be chip sealed.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$300,000.00	\$231,248.20	\$231,248.20	\$68,751.80

Budget Explanation:
 301.000.042.595.30.63.01-Chip Seal Program -- The remaining Chip Seal monies will be applied to the Seal Coat, \$5,200, Chip Seal Pavement Markings, \$6,173, Chip Seal Striping, \$6,173; and Overlay of two Cul-de-sacs, \$7,000.00; plus the \$46,000 that was applied to the Sumner Buckley Hwy overlay as part of the Downtown Improvements project. This leaves a remaining budget of \$278.35.

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 17 May 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 25 May 2010	Tabled To Date:

Signatures:

Director Authorization DAN GRIGSBY	Mayor	Date City Attorney Reviewed
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Action Item #2

COMMUNITY DEVELOPMENT COMMITTEE

DATE: May 17, 2010

ORIGINATOR: Charlie Simpson

TITLE: Asst. Public Works Director

SUBJECT: Resolution Authorizing Mayor to Sign Contract with Doolittle Construction, LLC for the 2010 Chip Seal Application

The City solicited quotes for the 2010 Chip Seal Application using the MSRC Small Works Roster. We received two quotes in the amount of:

Exhibit "B" -- \$231,248.20 from Doolittle Construction

Exhibit "C" -- \$266,871.00 from Sierra Santa Fe Corp.

Doolittle Construction, has been the low bidder for several years and does excellent street chip sealing work. The contract scope of work includes work on approximately 5.1 centerline miles including: chip sealing 66,603 square yards; applying a double chip seal to 19,494 square yards; and application of a fog seal coat to 10,410 square yards. Location of this work is shown on attached map and exhibit "A" spreadsheet.

ORDINANCE/RESOLUTION: 2040

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

CITY ATTORNEY _____

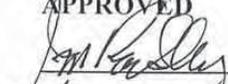
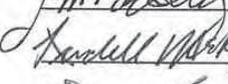
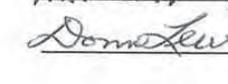
<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$300,000.00	\$231,248.20	\$231,248.20	\$68,751.80

Explanation:

301.000.042.595.30.63.01-Chip Seal Program

The remaining Chip Seal monies will be applied to the Seal Coat, \$5,200, Chip Seal Pavement Markings, \$6,173, Chip Seal Striping, \$6,173.00 and Paving of Cul-de-sacs, \$7,000.00, plus the \$46,000 that was applied to the Sumner Buckley Hwy overlay, leaving a remaining budget of \$278.35.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	<u>DATE</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>
James Rackley, Chairman	<u>5-17-10</u>		_____
Randy McKibbin	<u>5-17-10</u>		_____
Donn Lewis	<u>5-17-10</u>		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

CITY ATTORNEY

Please schedule for City Council Meeting date of: May 25, 2010

Consent Agenda: Yes No

RESOLUTION NO. 2040

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACTOR
AGREEMENT WITH DOOLITTLE CONSTRUCTION, LLC FOR THE 2010
CHIP SEAL APPLICATION.**

Whereas, the City of Bonney Lake solicited Invitations to Quotes for the 2010 Chip Seal Application on April 30, 2010; and

Whereas, the City has received 2 Quotes for the 2010 Chip Seal Application and has selected to award Doolittle Construction in the amount of \$231,248.20; and

Whereas, the City Council adopted this annual project in the Street Capital budget; and

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

Now therefore, be it resolved;

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement to award this contract to Doolittle Construction in the amount of \$231,248.20.

PASSED by the City Council this 25th day of May, 2010.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this 25th day of May 2010 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and Doolittle Construction LLC, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

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

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

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

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

1. SCOPE OF WORK.

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

2. TERM.

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

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

D. The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

A. The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information data, and other related materials, prepared or assembled by the CONTRACTOR under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.

B. The CONTRACTOR shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CONTRACTOR'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONTRACTOR'S activities which relate, directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of work and/or services will lie solely with the discretion of the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the work herein contemplated the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. CONTRACTOR EMPLOYEES/AGENTS

The CITY may in its sole discretion require the CONTRACTOR to remove an employee(s), agent(s) or servant(s) from employment on this Project. The CONTRACTOR may however employ that (those) individual(s) on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The CONTRACTOR shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement and/or the CONTRACTOR'S performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR; and provided further, that nothing herein shall require the CONTRACTOR to hold harmless or defend the CITY, its agents, employees and/or officers from any claims arising from the sole negligence of the CITY, its agents, employees, and/or officers. The CONTRACTOR expressly agrees that the indemnification provided herein constitutes the CONTRACTOR'S waiver of immunity under Title 51 RCW, for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The CONTRACTOR 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 CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

The CONTRACTOR 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. Worker's 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

CONTRACTOR 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.

B. 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 Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and not contribute with it.
2. The Contractor'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.
3. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
4. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

The CONTRACTOR'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR'S insurance shall be primary insurance as respects the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the CONTRACTOR pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The CONTRACTOR, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The CONTRACTOR specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

C. The CONTRACTOR shall fully satisfy, and shall require any subcontractors to fully satisfy, any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070. Specified retainage relating to the Project will be withheld until receipt by the City of evidence that CONTRACTOR and all of its subcontractors have fully satisfied any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070.

11. NONDISCRIMINATION AND LEGAL COMPLIANCE.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the CONTRACTOR 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. Contractor understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Contractor 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.

C. Nondiscrimination in Services. The CONTRACTOR will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. The contractor 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 contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor 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 contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986.

12. ASSIGNMENT/SUBCONTRACTING.

A. The CONTRACTOR shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon the CITY unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

The CITY will have the right to make changes to the work provided for hereunder, within its general scope, and the contract time and for contract amount will be equitably adjusted to reflect the change. The CONTRACTOR will promptly commence and continue to perform the work as changed notwithstanding disagreement over the equitable adjustment owing therefore.

14. MAINTENANCE AND INSPECTION OF RECORDS.

A. The CONTRACTOR shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The CONTRACTOR shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The CONTRACTOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under tile Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof

17. RETAINAGE.

Notwithstanding any other provision of this Agreement, in accordance with Ch. 60.28 RCW, the CITY shall retain from the monies earned by CONTRACTOR hereunder, five percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialman who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from

CONTRACTOR. Said retainage shall be reserved in a CITY fund until thirty days following final acceptance of the Project as completed, and shall not be released to CONTRACTOR until the CITY has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from CONTRACTOR, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the state's lien on the retainage, and until the requirements of section 10(C) have been satisfied.

18. PERFORMANCE BOND.

In accordance with Ch. 39.08 RCW, CONTRACTOR shall furnish to the CITY a bond, with a surety company licensed as a surety in Washington as surety, conditioned that CONTRACTOR shall faithfully perform all provisions of this Agreement and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the Project. Said bond shall be in the amount of the total amount of this Agreement.

19. PREVAILING WAGE.

CONTRACTOR shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project is shown on Exhibit C, attached hereto and incorporated herein by this reference. Prior to the CITY making any payment to CONTRACTOR under this Agreement, CONTRACTOR and each subcontractor shall submit to the CITY a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to section 17 of this Agreement ["Retainage"], CONTRACTOR and each subcontractor shall submit to the City an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

20. TERMINATION.

A. Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by written notice to the CONTRACTOR. In the event of termination for the convenience of the CITY, the CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner directed by the CITY.

B. Termination for Cause. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

21. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

22. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

23. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

24. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

25. 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. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

CITY OF BONNEY LAKE

CONTRACTOR: Doolittle Construction LLC

Neil Johnson Jr., Mayor

 Tom Doolittle
CEO
UBI Number 602 - 351 - 934
Date: 4-9-10

Date: _____

- EXHIBIT "A" (Project Work)
- EXHIBIT "B" (Bid Proposal)
- EXHIBIT "C" (Prevailing Wage Rates)

Exhibit "A"



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

Invitation to Quote
Date: April 15, 2010

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

Project Title: 2010 Chip Seal Application

Scope of Work:

Apply a chip seal to approximately 66,603 square yards of paved surface.
Apply a Dual Bituminous Surface Treatment to Approximately 19,494 square yards of paved surface.
Apply a Fog Seal to Approximately 10,410 square yards of paved surface following the standard chip seal.

- Chip Seal application must conform to DOT specifications, (Attachment A, pgs 5&6).
- Traffic control will be provided by the contractor.
- Contractor will notify the City 30 days in advance of starting work.
- Chip seal will be applied to the following approximate square yards (see attached "Street Improvements 2010").
- City crews will prepare all surfaces prior to the chip seal application.

Please see enclosed: Bid sheet, "Chip Seal Specifications", 2010 Street Improvements, Chip Seal and the contractor agreement.

Date Proposals are requested: 3:00 p.m., April 30, 2010.

If you are interested in submitting a quote on this project please return packets to Triss Weber at 19306 Bonney Lake Blvd, Bonney Lake, WA 98391. If you have any questions please contact Steve Willadson at (253) 261-5224.

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

Exhibit A

Scope of Work:

Road Number	2010 Chip Seal STREET Name/Number	Road Classification	Width	Length	Sq Yards	Scope of Project:		YEAR Annexed or ACCEPTED	YEAR PAVED or OVERLAY	YEAR CHIPSEAL
						(See "Chip Seal & Seal Coat" map for Locations)				
Inlet Island:										
102	207th Ave E (SECTION 1)	Local Access	21	1600	3733	From 64th St E to 60th St E	1983	2007		
103	60th St E	Local Access	21	573	1337	From 207th Ave E to Cascade Dr.	1983	1997		
106	CASCADE DRIVE	Local Access	21	1976	4611	From 60th St E to South/North Island Dr.	1983	1997		
114	AQUA DR.	Local Access	20	1296	2880	From Cascade Dr to South/North Island Dr.	1983	1997		
214th Corridor										
116	KELLY LAKE ROAD E	Collector	36	273	1092	From 214th Ave to	2/12/2007	2002	1998	
	KELLY LAKE ROAD E	Collector	22	1460	3569	to Church Lake Road	2/12/2007		1998	
	KELLY LAKE ROAD E	Collector	21	585	1365		2/12/2007			
301	CHURCH LAKE ROAD	Collector	22	3326	8130	From Kelly Lake Road to 199th Ave Ct E	2/12/2007	1998		
202	WEST TAPPS HWY	Minor Arterial	21	3465	8085	From Church Lake Road	1978	1991		
	WEST TAPPS HWY	Minor Arterial	21	1383	3227	to South Tapps HWY	2/12/2007		1998	
362	MYERS ROAD	Collector	22	3808	9308	From SR-410	1978	1998		
	MYERS ROAD	Collector	22	2000	4889	to the city limits at the north boundary	1978	1992		
(Double Chip Seal)										
Cedar Grove										
502	198TH AVE E (SECTION 5)	Minor Arterial	24	1235	3293	From Summer-Buckly HWY to 194th Ave E	1993	2004		
	(Double Chip Seal)		24	1235	3293					
503	198th Ave CT E	Local Access	20	303	673	From 198th Ave E to 96th St E	1993	1993		
SKY ISLAND:										
4120	SKY ISLAND DRIVE	Minor Arterial	50	565	3139	From SR-410	1997	1995		
	SKY ISLAND DRIVE	Minor Arterial	42	678	3164	to 97th St E	1997	1997		
	SKY ISLAND DRIVE	Minor Arterial	28	1320	4107		2005	1997		
(Fog Seal)										
Total Length & Area			C/L Miles	5.1	Sq Yards	69896				
(Lakeside) \$15,000 quote, split w/ Water Dept.										

\$ 300,000.00	Total Budget Minus
\$ 46,000.00	Summer-Buckley HWY Overlay
\$ 254,000.00	Balance Minus
\$ 231,248.20	Total Chip Seal (Low Quote)
\$ 22,751.80	Remaining Minus
\$ 10,273.45	Striping/Pavement Markings
\$ 12,478.35	Remaining Minus
\$ 5,200.00	Seal Coat 2,300 S Y
\$ 7,278.35	Remaining Minus
\$ 7,000.00	Additional Item (Cul de sac's)
\$ 278.35	Remaining Balance

Exhibit "B"



City of Bonney Lake
Small Public Works Project
Quote Sheet

Company Name: Doolittle Construction LLC
Address: 1900 118th Ave. S.E. Bellevue, WA 98005
Phone Number: (425) 455-1150
Fax Number: 425 455-1150
Contact Name: Tom Doolittle CEO

Project Title: 2010 Chip Seal Application

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

Schedule: Work shall be completed within 90 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Table with 6 columns: Item, Description, Qty (Approx.), Unit, Unit Price, Extended Price. Rows include Chip Seal Application (Standard), Mobilization, Chip Seal Application (DBST), Fog Seal Application, and Total Bid.

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

Exhibit C

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

Washington State Prevailing Wage Rates For Public Works Contracts

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

PIERCE COUNTY EFFECTIVE 3-03-2010

 (See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$40.03	1H	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$56.53	1C	5N	
BRICK MASON				
BRICK AND BLOCK FINISHER	\$39.49	1M	5A	
JOURNEY LEVEL	\$46.35	1M	5A	
BUILDING SERVICE EMPLOYEES				
JANITOR	\$9.37	1		
SHAMPOOER	\$10.08	1		
WAXER	\$10.08	1		
WINDOW CLEANER	\$13.22	1		
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$24.76	1		
CARPENTERS				
ACOUSTICAL WORKER	\$48.60	1H	5D	
BRIDGE, DOCK AND WARF CARPENTERS	\$48.47	1H	5D	
CARPENTER	\$48.47	1H	5D	
CREOSOTED MATERIAL	\$48.57	1H	5D	
DRYWALL APPLICATOR	\$48.74	1H	5D	
FLOOR FINISHER	\$48.60	1H	5D	
FLOOR LAYER	\$48.60	1H	5D	
FLOOR SANDER	\$48.60	1H	5D	
MILLWRIGHT AND MACHINE ERECTORS	\$49.47	1H	5D	
PILEDRIVERS, DRIVING, PULLING, PLACING COLLARS AND WELDING	\$48.67	1H	5D	
SAWFILER	\$48.60	1H	5D	
SHINGLER	\$48.60	1H	5D	
STATIONARY POWER SAW OPERATOR	\$48.60	1H	5D	
STATIONARY WOODWORKING TOOLS	\$48.60	1H	5D	
CEMENT MASONS				
JOURNEY LEVEL	\$49.15	1M	5D	
DIVERS & TENDERS				
DIVER	\$100.28	1M	5D	8A
DIVER ON STANDBY	\$56.68	1M	5D	
DIVER TENDER	\$52.23	1M	5D	
SURFACE RCV & ROV OPERATOR	\$52.23	1M	5D	
SURFACE RCV & ROV OPERATOR TENDER	\$48.85	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$49.57	1T	5D	8L
ASSISTANT MATE (DECKHAND)	\$49.06	1T	5D	8L
BOATMEN	\$49.57	1T	5D	8L
ENGINEER WELDER	\$49.62	1T	5D	8L

PIERCE COUNTY
EFFECTIVE 3-03-2010

<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
COOK	\$45.36	1K	5B	
DECKHAND	\$45.36	1K	5B	
ENGINEER/DECKHAND	\$46.25	1K	5B	
MATE, LAUNCH OPERATOR	\$47.35	1K	5B	
INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL				
CLEANER OPERATOR, FOAMER OPERATOR	\$9.73	1		
GROUT TRUCK OPERATOR	\$11.48	1		
HEAD OPERATOR	\$12.78	1		
TECHNICIAN	\$8.55	1		
TV TRUCK OPERATOR	\$10.53	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$20.08	1		
IRONWORKERS				
JOURNEY LEVEL	\$54.27	1O	5A	
LABORERS				
ASPHALT RAKER	\$41.28	1H	5D	
BALLAST REGULATOR MACHINE	\$40.03	1H	5D	
BATCH WEIGHMAN	\$33.93	1H	5D	
BRUSH CUTTER	\$40.03	1H	5D	
BRUSH HOG FEEDER	\$40.03	1H	5D	
BURNERS	\$40.03	1H	5D	
CARPENTER TENDER	\$40.03	1H	5D	
CASSION WORKER	\$41.28	1H	5D	
CEMENT DUMPER/PAVING	\$40.77	1H	5D	
CEMENT FINISHER TENDER	\$40.03	1H	5D	
CHANGE-HOUSE MAN OR DRY SHACKMAN	\$40.03	1H	5D	
CHIPPING GUN (OVER 30 LBS)	\$40.77	1H	5D	
CHIPPING GUN (UNDER 30 LBS)	\$40.03	1H	5D	
CHOKER SETTER	\$40.03	1H	5D	
CHUCK TENDER	\$40.03	1H	5D	
CLEAN-UP LABORER	\$40.03	1H	5D	
CONCRETE DUMPER/CHUTE OPERATOR	\$40.77	1H	5D	
CONCRETE FORM STRIPPER	\$40.03	1H	5D	
CONCRETE SAW OPERATOR	\$40.77	1H	5D	
CRUSHER FEEDER	\$33.93	1H	5D	
CURING LABORER	\$40.03	1H	5D	
DEMOLITION, WRECKING & MOVING (INCLUDING CHARRED MATERIALS)	\$40.03	1H	5D	
DITCH DIGGER	\$40.03	1H	5D	
DIVER	\$41.28	1H	5D	
DRILL OPERATOR (HYDRAULIC, DIAMOND)	\$40.77	1H	5D	
DRILL OPERATOR, AIRTRAC	\$41.28	1H	5D	
DUMPMAN	\$40.03	1H	5D	
EPOXY TECHNICIAN	\$40.03	1H	5D	
EROSION CONTROL WORKER	\$40.03	1H	5D	
FALLER/BUCKER, CHAIN SAW	\$40.77	1H	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$30.84	1H	5D	
FINE GRADERS	\$40.03	1H	5D	
FIRE WATCH	\$33.93	1H	5D	
FORM SETTER	\$40.03	1H	5D	
GABION BASKET BUILDER	\$40.03	1H	5D	

**PIERCE COUNTY
EFFECTIVE 3-03-2010**

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
VINYL SEAMER	\$40.03	1H	5D	
WELDER	\$40.03	1H	5D	
WELL-POINT LABORER	\$40.77	1H	5D	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER & TOPMAN	\$40.03	1H	5D	
PIPE LAYER	\$40.77	1H	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$17.07	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$14.55	1		
LANDSCAPING OR PLANTING LABORERS	\$17.07	1		
LATHERS				
JOURNEY LEVEL	\$48.74	1H	5D	
MARBLE SETTERS				
JOURNEY LEVEL	\$46.35	1M	5A	
METAL FABRICATION (IN SHOP)				
FITTER	\$15.25	1		
LABORER	\$10.32	1		
MACHINE OPERATOR	\$13.98	1		
WELDER	\$13.98	1		
MODULAR BUILDINGS				
JOURNEY LEVEL	\$8.55	1		
PAINTERS				
JOURNEY LEVEL	\$34.87	2B	6Z	
PLASTERERS				
JOURNEY LEVEL	\$46.63	1R	5B	
PLAYGROUND & PARK EQUIPMENT INSTALLERS				
JOURNEY LEVEL	\$9.73	1		
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$56.07	1G	5A	
POWER EQUIPMENT OPERATORS				
ASPHALT PLANT OPERATOR	\$50.39	1T	5D	8P
ASSISTANT ENGINEERS	\$47.12	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 50 METRIC TONS TO 90 METRIC TONS	\$50.94	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 90 METRIC TONS	\$51.51	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, OVER 30 METRIC TONS TO 50 METRIC TONS	\$50.39	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS UNDER 15 METRIC TONS	\$49.48	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS: 15 TO 30 METRIC TONS	\$49.90	1T	5D	8P
BARRIER MACHINE (ZIPPER)	\$49.90	1T	5D	8P
BATCH PLANT OPERATOR, CONCRETE	\$49.90	1T	5D	8P
BELT LOADERS (ELEVATING TYPE)	\$49.48	1T	5D	8P
BOBCAT (SKID STEER)	\$47.12	1T	5D	8P
BROKK-REMOTE DEMOLITION EQUIPMENT	\$47.12	1T	5D	8P
BROOMS	\$47.12	1T	5D	8P
BUMP CUTTER	\$49.90	1T	5D	8P
CABLEWAYS	\$50.39	1T	5D	8P
CHIPPER	\$49.90	1T	5D	8P
COMPRESSORS	\$47.12	1T	5D	8P
CONCRETE FINISH MACHINE - LASER SCREED	\$47.12	1T	5D	8P
CONCRETE PUMPS	\$49.48	1T	5D	8P
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT	\$49.90	1T	5D	8P

**PIERCE COUNTY
EFFECTIVE 3-03-2010**

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
PILEDRIIVER (OTHER THAN CRANE MOUNT)	\$49.90	1T	5D	8P
PLANT OILER (ASPHALT, CRUSHER)	\$49.48	1T	5D	8P
POSTHOLE DIGGER, MECHANICAL	\$47.12	1T	5D	8P
POWER PLANT	\$47.12	1T	5D	8P
PUMPS, WATER	\$47.12	1T	5D	8P
QUICK TOWER-NO CAB, UNDER 100 FEET IN HEIGHT BASED TO BOOM	\$47.12	1T	5D	8P
REMOTE CONTROL OPERATOR ON RUBBER TIRED EARTH MOVING EQUIP	\$50.39	1T	5D	8P
RIGGER AND BELLMAN	\$47.12	1T	5D	8P
ROLLAGON	\$50.39	1T	5D	8P
ROLLER, OTHER THAN PLANT ROAD MIX	\$47.12	1T	5D	8P
ROLLERS, PLANTMIX OR MULTILIFT MATERIALS	\$49.48	1T	5D	8P
ROTO-MILL, ROTO-GRINDER	\$49.90	1T	5D	8P
SAWS, CONCRETE	\$49.48	1T	5D	8P
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (45 YD AND OVER)	\$50.39	1T	5D	8P
SCRAPERS, CONCRETE AND CARRY ALL	\$49.48	1T	5D	8P
SCRAPER-SELF PROPELLED, HARD-TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (UNDER 45 YARDS)	\$49.90	1T	5D	8P
SHOTCRETE GUNITE	\$47.12	1T	5D	8P
SLIPFORM PAVERS	\$50.39	1T	5D	8P
SPREADER, TOPSIDER & SCREEDMAN	\$50.39	1T	5D	8P
SUBGRADE TRIMMER	\$49.90	1T	5D	8P
TOWER BUCKET ELEVATORS	\$49.48	1T	5D	8P
TRACTORS, (75 HP & UNDER)	\$49.48	1T	5D	8P
TRACTORS, (OVER 75 HP)	\$49.90	1T	5D	8P
TRANSFER MATERIAL SERVICE MACHINE	\$49.90	1T	5D	8P
TRANSPORTERS, ALL TRACK OR TRUCK TYPE	\$50.39	1T	5D	8P
TRENCHING MACHINES	\$49.48	1T	5D	8P
TRUCK CRANE OILER/DRIVER (UNDER 100 TON)	\$49.48	1T	5D	8P
TRUCK CRANE OILER/DRIVER (100 TON & OVER)	\$49.90	1T	5D	8P
TRUCK MOUNT PORTABLE CONVEYER	\$49.90	1T	5D	8P
WELDER	\$50.39	1T	5D	8P
WHEEL TRACTORS, FARMALL TYPE	\$47.12	1T	5D	8P
YO YO PAY DOZER	\$49.90	1T	5D	8P
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$40.79	4A	5A	
SPRAY PERSON	\$38.73	4A	5A	
TREE EQUIPMENT OPERATOR	\$39.25	4A	5A	
TREE TRIMMER	\$36.50	4A	5A	
TREE TRIMMER GROUNDPERSON	\$27.55	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	\$55.71	1G	5A	
RESIDENTIAL BRICK MASON				
JOURNEY LEVEL	\$23.77	1		
RESIDENTIAL CARPENTERS				
JOURNEY LEVEL	\$20.25	1		
RESIDENTIAL CEMENT MASONS				
JOURNEY LEVEL	\$49.15	1M	5D	
RESIDENTIAL DRYWALL TAPERS				
JOURNEY LEVEL	\$48.79	1E	5P	
RESIDENTIAL ELECTRICIANS				
JOURNEY LEVEL	\$18.96	1		

**PIERCE COUNTY
EFFECTIVE 3-03-2010**

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over</u>		
		<u>Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
SIGN MAKER	\$20.33	1		
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL)				
SIGN INSTALLER	\$33.43	1		
SIGN MAKER	\$22.79	1		
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$38.26	1B	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$10.31	1B	5O	
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$64.29	1X	5C	
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
STONE MASONS				
JOURNEY LEVEL	\$46.35	1M	5A	
STREET AND PARKING LOT SWEEPER WORKERS				
JOURNEY LEVEL	\$12.06	1		
SURVEYORS				
ALL CLASSIFICATIONS	\$48.47	1H	5D	
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$28.29	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$32.27	2B	5A	
HOLE DIGGER/GROUND PERSON	\$18.10	2B	5A	
INSTALLER (REPAIRER)	\$30.94	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$30.02	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$32.27	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$31.62	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$32.27	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$30.02	2B	5A	
TELEVISION GROUND PERSON	\$17.18	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$22.73	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$27.09	2B	5A	
TELEVISION TECHNICIAN	\$24.35	2B	5A	
TREE TRIMMER	\$30.02	2B	5A	
TERRAZZO WORKERS				
JOURNEY LEVEL	\$45.26	1M	5A	
TILE SETTERS				
JOURNEY LEVEL	\$45.26	1M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$20.74	1		
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$38.90	1K	5A	
TRUCK DRIVERS				
ASPHALT MIX	\$22.49	1		
DUMP TRUCK	\$22.56	1		
DUMP TRUCK & TRAILER	\$22.56	1		
OTHER TRUCKS	\$30.20	1		
TRANSIT MIXER	\$28.65	2H	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$16.09	1		
OILER	\$15.39	1		
WELL DRILLER	\$18.30	1		



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

Company Name: SIERRA SANTA FE CORP
 Address: P.O. BOX 1058
RIDGEFIELD, WA
 Phone Number: 360-887-2222
 Fax Number: 360-887-4422
 Contact Name: DAVID ZIMMERLY

Project Title: 2010 Chip Seal Application

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

Schedule: Work shall be completed within 90 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Chip Seal Application (Standard)	66,603	Square Yards	\$ <u>2⁷⁵</u>	\$ <u>183,158²⁵</u>
2	Mobilization		Lump Sum	\$	\$ <u>14,784.93</u>
3	Chip Seal Application (DBST)	19,494	Square Yards	\$ <u>3¹³</u>	\$ <u>61,016²²</u>
4	Fog Seal Application	10,410	Square Yards	\$ <u>.76</u>	\$ <u>7911⁶⁰</u>
5				\$	\$
6				\$	\$
	Total Bid				\$ <u>266,871⁰⁰</u>

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

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

<u>Department / Staff Contact:</u> CD / Heather Stinson	<u>Workshop / Meeting Date:</u> 25 May 2010	<u>Agenda Bill Number:</u> AB10-95
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Review of Planning Commission 2010-2012 workplan

Proposed Motion: Motion to approve the 2010 Planning Commission workplan.

Administrative Recommendation:

Background Summary: City Council periodically reviews the Planning Commission workplan. A review is needed in order to clarify priorities for the Planning Commission and staff for 2010. Specifically, staff needs to know if the items listed should remain on the workplan, if any new items should be listed and what the priority of each item is.

Staff understands that the Cultural Resource Plan is not intended to be adopted as a Comp Plan or Development Code amendment and is therefore not subject to Planning Commission review or recommendation so should not be an agenda item on this workplan.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation:			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: -

Commission/Board Review Date: Planning Commission -

Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): 05 Jan 2010, 4 May 2010	Public Hearing Date(s):
Meeting Date(s):	Tabled To Date:

Signatures:

Director Authorization John P. Vodopich, AICP	Mayor	Date City Attorney Reviewed
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City of Bonney Lake 2010 - 2012 Planning Commission Workplan

Description	Department	Tentative Completion Date	Specifics	Priority	Initiated By
Update Title 14	CD	4th Quarter	Modify the definition / procedures for updating the Development Code	HIGH	Staff
Update Title 18	CD	2nd Quarter	adopting minimum densities in R-2 and R-3 <i>(working on this now)</i>	HIGH	Staff
Design Standards for Nightclubs	CD	4th Quarter		MED	CC
Year Two - Shoreline Master Plan Update	CD	Year-Round		HIGH	Staff
Title 16	CD	3rd Quarter	Remove "25%" language from tree retention in Commercial areas as suggested by WCIA in our land use audit	HIGH	WCIA
Update of Parks Element of Comprehensive Plan	CD / CS	4th Quarter 2011	General update of Parks Element, revisit Moriarty plan	HIGH	Staff / Exec
Incentives for Green building	CD	2nd Quarter		MED	CC
Provisions for interim buildings and uses in Downtown Design Standards and Downtown Core Zoning	CD	3rd Quarter	<i>(working on this now)</i>	HIGH	Staff / Exec
Update Title 18	CD	4th Quarter	Allow ADUs in R-1, Provisions for shared housing	MED	CC, PC
Update Comp Plan Land Use Element to include CUGA subareas 1, 2, and 3	CD	4th Quarter		HIGH	Staff
Pre-zone CUGA subareas 1, 2, and 3	CD	4th Quarter		HIGH	Staff
Update Transportation Element with reference to transportation plan rather than whole plan	CD, PW	4th Quarter		HIGH	Staff
Eastown Design Standards and Uses	CD	4th Quarter		MED	Staff
Update Capital Facilities Element	CD	4th Quarter	Include inventory of City-owned buildings and other facilities.	HIGH	Exec.

2010

	Description	Department	Tentative Completion Date	Specifics	Priority	Initiated By
2011	Year Three - Shoreline Master Plan Update	CD	6/30/2012		HIGH	Staff
	Update Title 18	CD	4th Quarter	Use Matrix, allowed uses in C-2/C-3	MED	CC
	Complete update of Parks Element of Comprehensive Plan	CD / CS	4th Quarter	General update of Parks Element, revisit Moriarty plan	HIGH	Staff / Exec
	Cultural Resources Plan					
2012	Complete Shoreline Master Plan Update	CD	2nd Quarter		HIGH	Staff
	Update Economic Development Element of Comp Plan	CD	4th Quarter	Update with new Census population numbers	HIGH	Staff / Exec
	Begin work on 2014 major Comp Plan update		2014			

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

<u>Department / Staff Contact:</u> PW / Director Dan Grigsby	<u>Workshop / Meeting Date:</u> 08 Jun 2010	<u>Agenda Bill Number:</u> AB10-93
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2043	<u>Councilmember Sponsor:</u> Deputy Mayor Swatman

Agenda Subject: Amend Class 4 Water Agreement With JOE and STEPHANIE FESSLER

Proposed Motion: Amend Class 4 Water System Agreement With JOE and STEPHANIE FESSLER

Administrative Recommendation:

Background Summary: The Fessler's own parcel "B" of the Class 4 Water System Agreement signed by the City and Gary and Carol Thieman on 27 April 1990. This agreement required the users of this Class 4 Water System to connect to the City Water System when it was reasonable to do so. Their property is at 22005 96th Street E.

When the City water line is extended from 214th Ave to Compass Pointe, they do not want to be forced to abandon their well system and connect to the City water line. This amendment voids this requirement for the Fessler property but not the other two property owners. The Fessler's will be able to connect to the City water system when they choose to do so.

Attachments: Resolution 2043, 2010 Agreement, 1990 Agreement.

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

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 25 May 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____
Meeting Date(s): 8 June 2010 **Tabled To Date:** _____

Signatures:

Director Authorization DAN GRIGSBY	Mayor	Date City Attorney Reviewed
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RESOLUTION NO. 2043

**A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY,
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT
TO AMEND AGREEMENT FOR WATER SERVICE WITH JOSEPH AND
STEPHANIE FESSLER**

WHEREAS, Joseph and Stephanie Fessler own and reside in a home located at 22005 96th St E. Buckley, WA 98321, which is inside the City of Bonney Lake's water service area but outside the city limits; and

WHEREAS, in 1990, the former owners of the property signed an Agreement for Water Service, wherein they agreed to disconnect their class 4 water system and connect to city water service when a city water main crossed the frontage of their property; and

WHEREAS, the City and the Fesslers wish to modify that Agreement to make connection to the city water system discretionary on the part of the Fesslers.

NOW, THEREFORE, it is hereby resolved that the Mayor shall have authority to execute the attached Agreement to Amend Water Service Agreement.

Passed this ___ day of _____, 2010.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

RETURN TO:
Joseph Fessler
22005 96th St E
Buckley, WA. 98321

Please make no mark in the margin space – Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Agreement to Amend Water Service Agreement
OWNER:	Joseph and Stephanie Fessler
MUNICIPALITY:	City of Bonney Lake, a Municipal Corporation
ABBREVIATED LEGAL DESCRIPTION:	052035 SW
ASSESSOR TAX/PARCEL I.D.No.	0520353011
ADDRESS OF PROJECT	22005 96th St E, Buckley WA.98321

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF BONNEY LAKE, a municipal Corporation hereinafter referred to as "City" and JOSEPH AND STEPHANIE FESSLER, hereinafter referred to as "Owner".

WHEREAS, owners are the owners of a certain parcel of real property described As parcel #05200353011; and,

WHEREAS, owners have requested that the City agree to amend the Agreement Regarding Water Service previously recorded under AFN 9006150092 attached as Exhibit A; and,

WHEREAS, The City and Owner agree to amend Exhibit A as follows:

4. The existing text of paragraph 4 of the Agreement shall be deleted and the following put in its place:

That at such time as the City extends its water service mains so that City water is reasonably available to the owner's property, then said class 4 system may be terminated and its connections may be hooked up to the City water utility. The termination of the existing class 4 water system will be at owner's discretion and will occur only if the owner chooses.

5. The existing text of paragraph 4 of the Agreement shall be deleted and the following put in its place:

The properties served by said class 4 water system shall be subject to an equitable share of the expense of extending the water mains to serve the area at such time that the owner chooses to hook up to the City water utility.

(Notary Acknowledgement on next page)

DATED this _____ day of _____, 20 ____.

Owner

_____	_____
Joseph Fessler	Stephanie Fessler
Its: _____	Its: _____

STATE OF WASHINGTON)
) ss
 COUNTY OF PIERCE)

On this _____ day of _____, 20____, before me a Notary Public in and for the State of Washington, personally appeared Joseph and Stephanie Fessler to me known to be the individual that executed the foregoing instrument, and acknowledged it to be the free and voluntary act, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

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

 Printed Name: _____
 NOTARY PUBLIC in and for the State
 Washington, residing at _____
 My Commission Expires: _____

CITY OF BONNEY LAKE

By:

Neil Johnson Jr. Mayor

By:

Don Morrison City Administrator

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

On this _____ day of _____, 20_____, before me, the Undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared Neil Johnson and Don Morrison, representing themselves as Mayor and City Administrator, respectively, of the City of Bonney Lake, the municipal corporation that executed the foregoing instrument, and acknowledge the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

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

Printed Name:

NOTARY PUBLIC in and for the State
Washington, residing at

My Commission Expires: _____

Approved to Form:

ATTEST:

By:

Jim Dionne City Attorney

By:

Woody Edvalson City Clerk

AGREEMENT REGARDING WATER SERVICE

This agreement made this 27th day of APRIL, 1990, by and between GARY & CAROL THIERMANN and CITY OF BONNEY LAKE husband and wife, hereinafter called "Owners" and the City of Bonney Lake, hereinafter called "City". And,

Whereas, Owners are the owners of a certain parcel of real property described in Attachment A and incorporated herein by reference. And,

Whereas, Owners have requested that the City of Bonney Lake grant permission for Owners to establish a Class 4 water system to serve a maximum of 3 connections within the City's Water Service Area. And,

Whereas, the City does not have water facilities in the area where Owners propose to establish their Class 4 water system. And,

Whereas, the City as a condition of its consent to the establishment of the aforementioned Class 4 water system required the execution of the following agreement:

NOW, THEREFORE, It Is Agreed between the parties as follows:

1. That the City hereby consents to the establishment and operation of a Class 4 water service.
2. That said water service shall be limited to serving 3 residences.
3. That said water service shall be constructed and operated pursuant to all applicable State, County and City regulations and that if the construction of the water service or any part thereof be made within a public right-of-way that said construction shall be done as per the City's Standards and Conditions applicable to the city water utility.
4. That at such time as the City extends its water service mains so that City water is reasonably available to the Owner's property, then said Class 4 water system shall be terminated and its connections shall be connected to the City water utility.

10-

5. The properties served by said Class 4 water system shall be subject to an equitable share of the expense of extending the water mains to serve the area and the Water System Meter Co. If no agreement as to the allocation of this expense can be made between the City and the then Owners of the subject property, then the expense shall be allocated in the same manner as similar expenses are allocated under a Local Improvement District or a Utilities Local Improvement District.

6. Each party agrees that this agreement shall be recorded and shall be binding upon Owners, heirs, assignees and devisees and Owners further agree that if they short plat the property which is subject matter of this agreement, that they will place a covenant in the short plat and on the individual deeds notifying his successors-in-interest of the terms of this agreement

DATED this 31 day of May, 1990.

[Signature]
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

90 JUN 15 AM 8:31
NOTARY PUBLIC

[Signature]
[Signature]

STATE OF WASHINGTON)
County of Pierce } SS.

On this day personally appeared before me [Signature] and [Signature] to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of April 1990.

[Signature]
Notary Public in and for the state of Washington, residing at [Address]
My Commission Expires 2/1991



9006150092

PARCEL "B"

A portion of the S.E. 1/4 of the S.W. 1/4 of Sec. 35, TWP 20 N, R 5E, W.M., Described as follows:

"Beginning at a point on the North right-of-way line of Carlson-Roberts Road 22.25 feet North and 514.15 feet West of the South 1/4 cor. of Sec. 35, TWP. 20 N. R 5E, W.M.; thence N 0°07'29" W, 300.00 feet; thence S 89°10'12" W, 115.00 feet; thence S 0°07'29"E, 300.00 feet to said North right-of-way line; thence N 89°10'12" E along said right-of-way line 115.00 feet to the point of beginning."

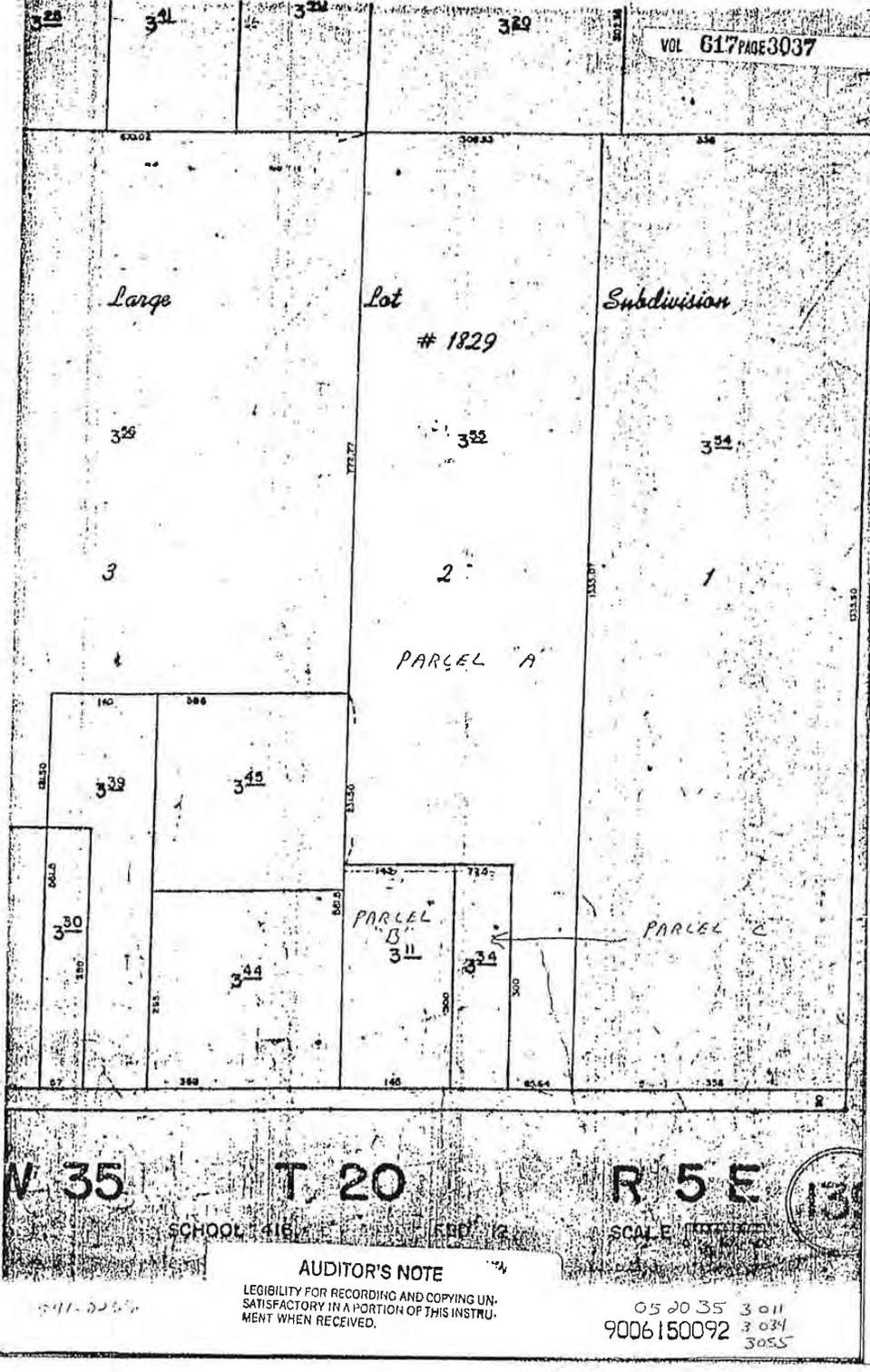
PARCEL "C"

the following described real estate, situated in the County of Pierce

State of Washington including any interest therein which grantor may hereafter acquire:

"A portion of the southeast quarter of the southwest quarter of Section 35, Township 20 North, Range 5 E. W. M., described as follows:
"Beginning at a point on the North Right-of-way line of Carlson-Roberts County Road, 22.25 feet north and 514.15 feet west of the South quarter corner of Section 35, Township 20 North, Range 5 E. W. M.; thence North 0°07'29" West 300.00 feet; thence North 89°10'12" East 72.5 feet; thence South 0°07'29" East 300.00 feet to said North Right of Way line of Carlson-Roberts County Road; thence South 89°10'12" West along said Right-of-way line 72.5 feet to the true point of beginning."

9006150092



VOL 617 PAGE 3037

Large

Lot

Subdivision

1829

328

329

330

3

2

1

PARCEL "A"

339

340

330

341

PARCEL "B"
311

PARCEL "C"

N 35

T 20

R 5 E

13

SCHOOL 416

FEB 12

SCALE

AUDITOR'S NOTE

LEGIBILITY FOR RECORDING AND COPYING UN-
SATISFACTORY IN A PORTION OF THIS INSTRU-
MENT WHEN RECEIVED.

05 20 35 3 011
9006150092 3 034
3 055

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

<u>Department / Staff Contact:</u> Exec / Gary Leaf and Brian Hartsell	<u>Workshop / Meeting Date:</u> 25 May 2010	<u>Agenda Bill Number:</u> AB10-96
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Pierce County 2010 Conservation Futures Grant Application

Proposed Motion: A Motion of the Bonney Lake City Council authorizing the city to submit a grant application to Pierce County for a Pierce County Conservation Futures Grant.

Administrative Recommendation: Approve Motion

Background Summary: Pierce County (PC) is currently accepting nominations for open space acquisitions. This same PC Conservation Futures Program helped fund the Cimmer Property acquisition along Angeline Rd. Two parcels (parcel 0520342700 and 0520331002 on attached map) totalling 97 acres of the Kelly Farm fit within the parameters of this program. Funds from the grant would offset the acquisition costs of a significant portion of the Kelly Farm property in the area in which Fennel Creek flows, and where the FC trail would be developed. Applications with matching funds have a significantly higher chance of being funded.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation: Staff proposes a match percentage of 50%, which is identical to the match for the successful Cimmer Property application from 2007. Estimated total acquisition cost for the two parcels is between \$1.4 and \$1.6M.			

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:

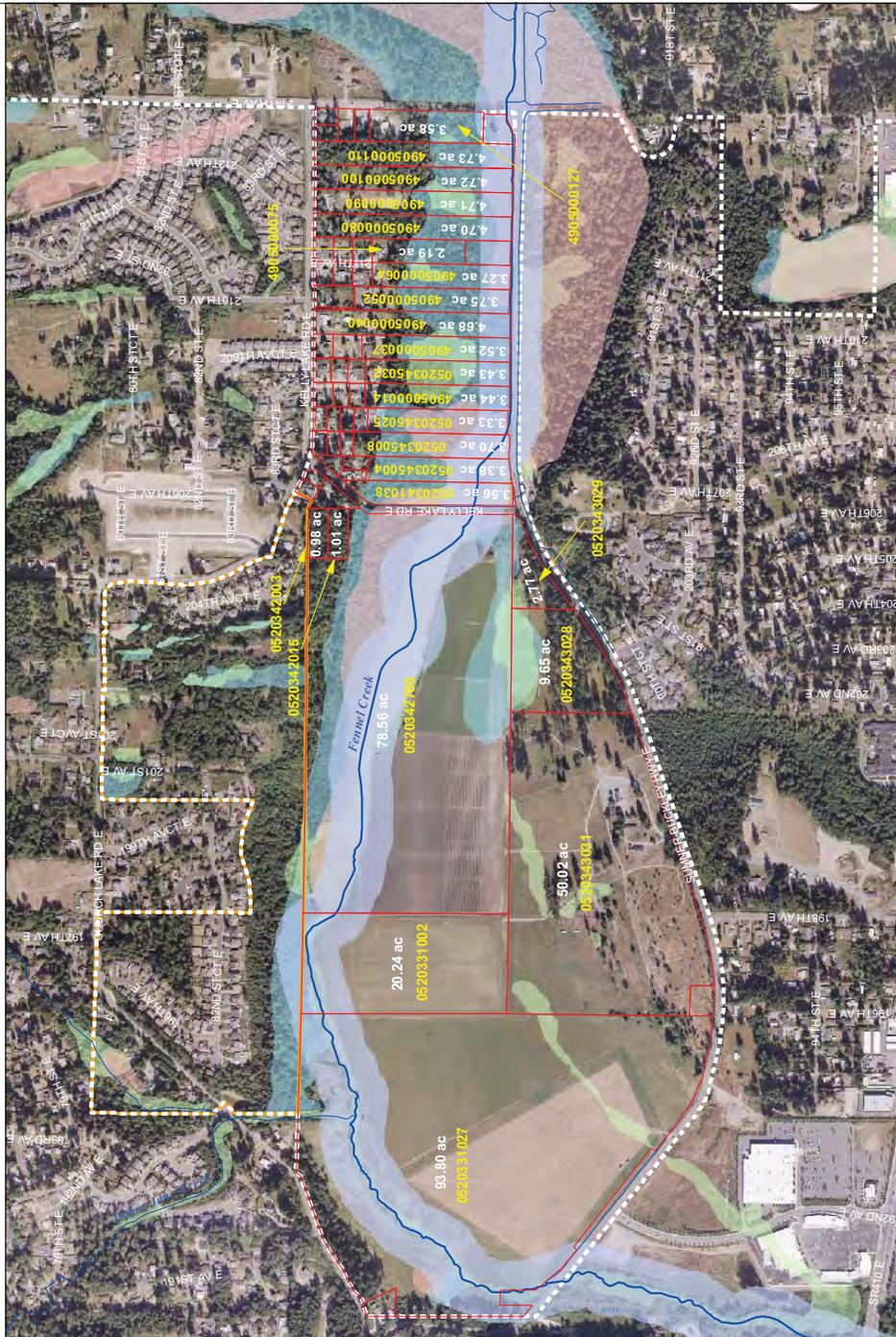
Director Authorization	Mayor	Date City Attorney Reviewed
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-  Fennel Creek
-  Fennel Creek Tributaries
-  Fennel Creek Thumb Parcels
-  Bonney Lake City Limits
-  UGA - Bonney Lake
-  Fennel Creek Buffer - 200 feet
-  Wetlands
-  National Wetlands Inventory
-  Supplemental Wetland Inventory



March 10, 2010

Finnell's Prairie/Kelley Farm Unincorporated "Thumb"



1,000 Feet

ORDINANCE NO. D10-59

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING SECTION 13.12.090 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 561 RELATING TO GRINDER PUMP SERVICE CHARGES.

WHEREAS, the City Council finds that the general sewer rate payer should not subsidize the costs of grinder pumps for those households who require them; and

WHEREAS, the charges currently imposed by the City for installing, maintaining, servicing, and replacing city-owned domestic grinder lift pumps do not cover the costs of the service, and therefore the surcharge should be increased to cover the costs of the grinder pump program;

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

Section 1. BLMC Section 13.12.090 is hereby amended to read as follows:

13.12.090 Grinder Pump Service Charges. For every building using a domestic grinder lift pump utilizing electric power furnished by the city or maintained by the city, there shall be an additional monthly charge of sixteen dollars (\$16.00) to reimburse the city for the cost of the electric power and/or for the service on the pumps., ~~the charges to be set by council resolution.~~

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This Ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

PASSED by the City Council and approved by the Mayor this 25th day of May, 2010.

Neil Johnson, Jr.
Mayor

ATTEST:

Harwood T. Edvalson
City Clerk, CMC

APPROVED AS TO FORM:

James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date:

Grinder Pump Cost Analysis

Number of Grinders at electrical Panel	Number of Houses on Panel with 1 electric meter	Household to Grinders	Average Electrical Cost Per House	Grinder Life cycle Cost Per House	Labor/ Equipment Costs Per House	Total Monthly Cost Per Household	Total Cost for All Households on Grinder	City Charges Per Grinder Per Month \$42.01 less Standard Charge of \$35.02	Difference	Number of locations with this set up at the electric panels
1	1		\$11.21	\$8.17	\$10.66	\$30.04	\$30.04	\$6.99	-\$23.05	8
1	2		\$5.44	\$4.09	\$5.33	\$14.86	\$29.71	\$13.98	-\$15.73	6
2	2	Break down								1
		1	\$5.61	\$8.17	\$10.66	\$24.44	\$24.44	\$6.99	-\$17.45	
		1	\$5.61	\$8.17	\$10.66	\$24.44	\$24.44	\$6.99	-\$17.45	
2	3	Break down								8
		1	\$4.05	\$8.17	\$10.66	\$22.88	\$22.88	\$6.99	-\$15.89	
		2	\$4.05	\$4.09	\$5.33	\$13.47	\$26.93	\$13.98	-\$12.95	
2	4	Break Down								6
		2	\$2.88	\$4.09	\$5.33	\$12.29	\$24.58	\$13.98	-\$10.60	
		2	\$2.88	\$4.09	\$5.33	\$12.29	\$24.58	\$13.98	-\$10.60	
3	4	Break down								4
		1	\$3.08	\$8.17	\$10.66	\$21.91	\$21.91	\$6.99	-\$14.92	
		1	\$3.08	\$8.17	\$10.66	\$21.91	\$21.91	\$6.99	-\$14.92	
		2	\$3.08	\$4.09	\$5.33	\$12.50	\$24.99	\$13.98	-\$11.01	
3	5	Break down								4
		1	\$2.38	\$8.17	\$10.66	\$21.21	\$21.21	\$6.99	-\$14.22	
		2	\$2.38	\$4.09	\$5.33	\$11.80	\$23.59	\$13.98	-\$9.61	
		2	\$2.38	\$4.09	\$5.33	\$11.80	\$23.59	\$13.98	-\$9.61	

