

**CITY COUNCIL MEETING**

City of

*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.*

**March 8, 2011  
7:00 P.M.**



**AGENDA**

**"Where Dreams Can Soar"**

Website: [www.ci.bonney-lake.wa.us](http://www.ci.bonney-lake.wa.us)

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

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

A. Flag Salute – Mayor Neil Johnson, Jr.

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember James 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: None.
2. Appointments: None.
3. Presentations: None.

D. Agenda Modifications:

**II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**

A. Public Hearings: None.

B. Citizen Comments:

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

C. Correspondence: None. [A 1.2]

**III. COUNCIL COMMITTEE REPORTS:**

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

**IV. CONSENT AGENDA:**

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

- Page 5 A. **Approval of Corrected Minutes:** February 15, 2011 Council Workshop and February 22, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #60605 thru 60621 in the amount of \$24,661.28 for 2010 expenses; Accounts Payable checks/vouchers #60622 thru 60661 (including wire transfer #'s 2112011, 2162011, 2172011) in the amount of \$621,948.21 for 2011 expenses; Accounts Payable checks/vouchers #60662 in the amount of \$67.79 for Utility Refunds; Accounts Payable checks/vouchers #60663 thru 60683 (including wire transfer #'s 2152011, 3012011, 7056179 & 20110215) in the amount of \$150,334.52; Accounts Payable checks/vouchers #60684 in the amount of \$94.86 for utility duplicate payment refund for a grand total of \$797,106.99. Voided Checks: 59218 – wrong vendor/wrong amount. Replaced with check number 60610 & 60617; 60316 – wrong vendor. Replaced with check number 60662.
- C. **Approval of Payroll:** Payroll for February 160-28th 2011 for checks **29636-29662** including Direct Deposits and Electronic Transfers in the amount of **\$ 581,735.13**
- Page 15 D. **AB11-33 – Resolution 2107 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Purchase Eastown Sewer Easements From West And Caldwell Families**
- Page 41 E. **AB11-37 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Public Hearing For March 22, 2011 At 7:00 P.M. Or As Soon Thereafter As Possible During The Regular Council Meeting To Receive Public Input On The Proposal To Surplus And Dispose Of Real Public Utility Property Located At XXX 18<sup>1st</sup> Ave. E, Identified As Parcel No. 3675000062**

**V. FINANCE COMMITTEE ISSUES:** None

**VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**

- Page 43 A. **AB11-21 – Resolution 2101 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With KPG Consultants For The Design Effort Of The 2011 Septic Reduction Program.**

- Page 67     B.     **AB11-22 – Resolution 2102** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Parametrix Engineering For The Design Effort Of The Lift Station #17 Improvement Project.

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

**VIII. FULL COUNCIL ISSUES:**

- Page 83     A.     **AB11-28 – Ordinance D11-28** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Ordinance No. D11-28 Providing For An At-Large System Of Council Representation.

**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**

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**COUNCIL WORKSHOP**

**February 15, 2011**

**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](http://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 5:31 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 Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember James Rackley. Councilmember Laurie Carter was absent.

[Staff members in attendance were City Administrator Don Morrison, 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 Administrative Specialist Shawn Campbell.]

**Councilmember Decker moved to excuse Councilmember Carter from attendance at the meeting. Councilmember Lewis seconded the motion.**

**Motion approved 6-0.**

**III. Agenda Items:**

5:32:27

**A. Council Open Discussion:**

**Urban Growth Area Amendment:** Councilmember Hamilton asked to have the City’s proposed amendments to the County Comprehensive Plan put on the City website for Citizens to view. He also asked for a timeline of when the amendments go through the different County departments and meetings be added to the website so Citizens can be informed and involved in the City’s plans for the future.

**Costco:** Councilmember Decker asked for a status update on Costco coming to the City. Mayor Johnson said the City is still in contact with Costco. He said Costco is continuing to evaluate all options.

**Corliss Property:** Councilmember Hamilton said he heard that Mr. Corliss is replanting the ridge west of the City. Councilmember Decker said there is heavy equipment on the hillside. Director Vodopich stated he is not aware of what is currently happening on the property because it is in the county. He said Mr. Corliss has three years to replant the trees.

**Flood Plan Advisory Committee:** Councilmember Hamilton said he attended a Flood Plan Advisory Committee meeting where they presented a proposed capital

projects budget. He noted that all members of the committee live in the valley. He said one of the 46 projects is a floodwall for the Sumner Sewer Treatment Plant. Mayor Johnson stated he asked the County to add a sewer treatment plant floodwall to any capital improvement flood plan.

**Flood Control District:** Mayor Johnson said he spoke with Pierce County Councilmember Tim Ferrell, who plans to propose a new process to start a flood control district that includes getting input from interested parties at the County Council retreat.

**Urban University Forum:** Councilmember Rackley said he attended an Urban University Forum. He said he would like to investigate adding an off campus site of University of Washington Tacoma in Bonney Lake. He said the University would have four high schools to pull from and it would be good for students and the City. He said he spoke with the UWT Chancellor and is going to call him again and ask him to contact the City Administrator to discuss this further.

**Good Samaritan Hospital:** Councilmember Rackley said he attended the opening of the new wing of the hospital. He said the new wing is very nice.

**Pierce Transit:** Mayor Johnson said he attended the Pierce Transit board meeting. He said the other board members do not have a good understanding of the needs of smaller communities. He said the rural communities need a different type and level of service and he would like to see a study done to show the different types of service that would work for smaller communities. He said they need to look at ways to make the service efficient and work for the rural customers. He said the board has a retreat scheduled for February 28, 2011. He will give the Council a full report at the March 1<sup>st</sup> Council Workshop. Councilmember Hamilton said now is not the time to raise taxes especially while cutting services.

5:53:22

- B. **Review of Council Minutes:** February 1, 2011 Workshop and February 8, 2011 Council Meeting.

The minutes were forward with corrections to the February 22, 2011 Meeting for Council action.

5:53:39

- C. **Discussion:** AB11-28 – Ordinance D11-28 - At-large vs. Wards for Council representation.

Deputy Mayor Swatman asked the Council to think about whether or not the Ward System will serve the citizens of Bonney Lake now and in the future. He said he wants citizens to have the ability to vote for all Councilmembers. He believes if the City was bigger and had different demographics then it would make sense to have a ward system, but concerns of the citizens are similar all around the City. Councilmember Rackley said he feels having an At-Large system makes the most sense. He likes the idea of citizens voting for all councilmembers. Councilmember Lewis said most cities the size of Bonney Lake have all At-Large representation and the cost savings to the taxpayers is important. Councilmember Decker said he likes the idea of all At-Large representation, but believes the citizens should vote on changing the system of representation. He said one of his concerns is it may be cost prohibitive for people to run for Council in an At-Large system because they would

have to put signs all over the City instead of one small area. Deputy Mayor Swatman said people can run for election with very little money or spend large amounts. Councilmember Lewis said according to the Association of Washington Cities, this issue does not need to be on the ballot. He said the citizens elected each representative to the council and the council can make this decision. Councilmember Hamilton said would be less likely for people run unopposed in an all At-Large System. He said it would encourage more people to get involved and have more participation from citizens. By Council consensus, the item was forwarded to the February 22, 2011 Meeting for action.

6:51:05

- D. **Discussion:** AB11-04 – Ordinance D11-04 - False Alarm Ordinance  
 E. **Discussion:** AB11-05 – Resolution 2092 - Agreement with ATB Services to Administer the False Alarm Ordinance

Both Items were discussed in unison.

Chief Financial Officer Juarez said this ordinance and resolution have gone before the Finance Committee twice. He said the actual permit fee to customers would be reduced by 31%. He said the ordinance shifts the responsibility for false alarms to the permit holder. He gave statistics about the number of false alarms per year and the police staff time required. He said ATB quoted the City the ability to reduce the number of false alarms by 60% giving officers more time to devote to true crimes. He said the permit will cost \$24, of that \$20 goes to the servicing company and \$4 goes to the City. He added that a reduced fee will be available for seniors and the disabled. He said the City can choose to have fees sent directly to the servicing company or the servicing company can bill the City. If the City chooses to take the fees in-house there will be a nominal fee for billing from ATB. He said currently the alarm permit program is on the honor system. The City does not monitor in anyway who has a permit and who does not. He said the servicing company will work with the alarm installing agencies to ensure that all City residents who have alarms have the proper permits.

He said the Ordinance does remove the waiving of the first two false alarms, but if the permit holder does an online educational program, they can get the first false alarm fee waived. He said ATB heavily emphasizes educating customers. He said the benefit to the City is in the reduction of false alarms. Councilmember Lewis said this is a win-win for the City. Deputy Mayor Swatman said the fees are the same as Pierce County. He said ATB also provides tracking information to the City regarding false alarms. He said this is a better system then the City currently uses. Chief Financial Officer Juarez said notice will be provided via newspaper, public notice, and utility bills. By Council consensus, the two items were forwarded to the February 22, 2011 Meeting for action.

6:38:15

- F. **Discussion:** AB11-31 - Resolution 2106 - Hazard Mitigation Plan

City Administrator Morrison said the original Hazard Mitigation Plan was completed in 2004. He said the City is required to update the plan to be eligible for FEMA Funds. He said the City is not obligated to do the projects. He said the Council must approve the plan before it can be sent to FEMA for final approval. He said the City can use this plan to reduce hazards for citizens. Deputy Mayor Swatman said the plan is very impressive. Councilmember Lewis said the plan

shows that staff did their homework. He said that the maps show each area instead of one map with the whole area, which will be helpful in an emergency. By Council consensus, the item was forwarded to the February 22, 2011 Meeting for action.

6:43:55

- G. **Discussion:** Council Retreat (3/5/11) Potential Agenda Items, Location and Participants.

City Administrator Morrison stated he sent out an Eastown Survey to the Council boards, commission members and residents of Eastown. He said he will present the results of the survey at the retreat. He said the results will not be comingled between the homeowners and the board members.

**IV. Executive Session:** None

6:45:44

**V. Adjournment:**

**At 6:45 p.m. Councilmember Rackley moved to adjourn the Workshop. Councilmember Lewis seconded the motion.**

**Motion approved 6 – 0.**

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Harwood T. Edvalson, CMC  
City Clerk

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Neil Johnson, Jr.  
Mayor

Items submitted to Council at the February 15, 2011 Workshop: None

**CITY COUNCIL MEETING**

**February 22, 2011  
7:00 P.M.**

**MINUTES**



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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 7:00 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, Community Development Director John Vodopich, Police Chief Mike Mitchell, Chief Financial Officer Al Juarez, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.]

C. Announcements, Appointments and Presentations:

1. Announcements: None.
2. Appointments: None.
3. Presentations: None.

D. Agenda Modifications:

**Councilmember Rackley moved to amend the agenda by tabling AB11-28 - Ordinance D11-28 from Full Council Issues, Item A. to the March 1, 2011 Workshop for discussion. Councilmember Decker seconded the motion.**

**Motion to table approved 7 – 0.**

7:00:42

**II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**

A. Public Hearings: None.

B. Citizen Comments:

Jonathan Kohl, 4825 79<sup>th</sup> St, Tacoma, and Mary Wisner, 10406 56<sup>th</sup> Ave E, Puyallup, updated the Council on their plans to open a youth center called ‘Club 101’ in

Bonney Lake. They said they have identified property in the downtown area (the former Diamond Lounge and an adjacent building) that are available, and are talking with the owner about a lease-to-own option. They said they are working to secure funding sources, and asked what the next steps are to get their project going. Mayor Johnson asked Mr. Kohl and Ms. Wisner to contact Community Development Director Vodopich to learn about the permitting process. He said he would be pleased to see a youth center in the City, but if the group is seeking financial support from the City, they must submit a proposal for the Council to review. Ms. Wisner and Mr. Kohl thanked the Council for their time and for the information.

Phil DeLeo, 4610 N Island Dr, Bonney Lake, spoke in opposition to Ordinance D11-28, which would make all Council positions 'at-large' positions. He said the ward system offers better representation for residents, and when he was a councilmember he primarily heard from people living in his ward. He said the City is geographically large and residents in different areas have different needs. He said a change to the ward system should be decided by a vote of the people. Councilmember Hamilton noted that the proposed ordinance was tabled to the March 1<sup>st</sup> Workshop for discussion during agenda modifications.

Dean Ogle, 22318 SR 410, Bonney Lake, said he has been in discussion with a large business that is interested in developing on his property. He said the City needs to move forward on construction of the sewer lift station in Eastown so it does not miss opportunities for development like this. He said he and other property owners in the area are willing to sign a latecomers agreement to ensure completion of the sewer system. Mayor Johnson said the Council will discuss the Eastown sewer system at the retreat on March 5<sup>th</sup>, and encouraged Mr. Ogle to attend. Public Works Director Grigsby confirmed that the lift station design is underway and the City is acquiring easements. Deputy Mayor Swatman said he supports the extension of sewer services to Eastown, and encouraged property owners to tell their Councilmembers what they want for the area. He said this project will require partnerships between the City and developers and property owners, and they should keep communicating with the City.

C. Correspondence: None.

7:15:42

### 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 options to moor the Police patrol boat and the need for a boat lift. The committee also discussed options for prosecutor's services.
- B. Community Development Committee: Councilmember Rackley said the committee has not met since the last Council Meeting, and will hold a special meeting on February 28<sup>th</sup> at 5:00 p.m. in the City Hall Annex.
- C. Public Safety Committee: Councilmember Hamilton said the committee has not met since the last Council Meeting.
- D. Other Reports: None.

7:17:10

**IV. CONSENT AGENDA:**

- A. **Approval of Corrected Minutes:** February 1, 2011 Council Workshop; and February 8, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #60460 in the amount of \$1,202.71 for 2011 expenses; Accounts Payable checks/vouchers #60461 thru 60487 in the amount of \$125,362.52 for 2010 expenses; Accounts Payable checks/vouchers #60488 thru 60531 in the amount of \$418,148.59 for 2011 expenses; Accounts Payable checks/vouchers #60532 thru 60533 in the amount of \$830.04 for hydrant meter deposit refunds; Accounts Payable checks/vouchers #60534 thru 60535 in the amount of \$1,314.86 for utility refunds; Accounts Payable checks/vouchers #60535 thru 60546 in the amount of \$21,988.47 for 2010 expenses; Accounts Payable checks/vouchers #60547 thru 60579 (including wire transfer's #20211, 2032011, 2042011) in the amount of \$301,983.92 for 2011 expenses; Accounts Payable checks/vouchers #60580 thru 60604 in the amount of \$1,977.25 for utility refunds for a grand total of \$355,332.87.  
VOIDED CHECKS: 60333 – wrong vendor name. Replaced with check number 60534.
- C. **Approval of Payroll:** Payroll for February 1-15th 2011 for checks 29614-29635 including Direct Deposits and Electronic Transfers in the amount of \$ 397,142.25.
- D. **AB11-04 – Ordinance D11-04** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington Adding A New Section 5.08.065, Repealing Chapter 8.48, And Adding A New Chapter 8.48 To The Bonney Lake Municipal Code, Relating To False Alarms.
- E. **AB11-05 – Resolution 2092** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With ATB Services To Administer The City's False Alarm Ordinance.
- F. **AB11-17 – Resolution 2098** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With The Washington State Department Of Transportation For Real Estate Services.
- G. **AB11-18 – Resolution 2099** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Cascade Right Of Way Services LLD For Real Estate Services.
- H. **AB11-30 – Resolution 2105** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Bonney Lake Community Resources For Operation Of The Bonney Lake Community Garden.

- I. **AB11-31 – Resolution 2106** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting An Updated Hazard Mitigation Plan For The City.

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

**Consent Agenda approved 7 – 0.**

7:17:19

**V. FINANCE COMMITTEE ISSUES:**

- A. **AB11-29 – Resolution 2104** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Resolution No. 2065, Relating To The Annexation Of A Portion Of The CUGA.

**Councilmember Rackley moved to approve Resolution 2104. Councilmember Lewis seconded the motion.**

City Attorney Jim Dionne asked the Council to consider tabling the proposed resolution to the March 1, 2011 Workshop as an action item.

**Councilmember Rackley moved to table Resolution 2104 to the March 1, 2011 Workshop as an action item. Councilmember Lewis seconded the motion.**

**Motion to table approved 7 – 0.**

- B. **AB11-32 – Ordinance 1382 (D11-32)** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 12.12.080 Of The Bonney Lake And Ordinance No. 561 Relating To Establishment Of The Sewer Schedule.

**Councilmember Rackley moved to approve Ordinance 1382. Councilmember Lewis seconded the motion.**

City Administrator Morrison said the proposed ordinance is a ‘housekeeping’ ordinance that clarifies how sewer rates are changed and when people must connect to the sewer system.

**Ordinance 1382 approved 7 – 0.**

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

7:20:05

**VII. PUBLIC SAFETY COMMITTEE ISSUES:**

- A. **AB11-24 – Ordinance 1380 (D11-24)** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Repealing Chapters 8.20, 8.24, 8.28, 8.32 And 8.40 Of The Bonney Lake Municipal Code And Corresponding

Portions Of Ordinance Nos. 244, 389, 454 And 1338, And Enacting A New Chapter 8.20 Entitled “Public Nuisances.”

**Councilmember Lewis moved to approve Ordinance 1380. Councilmember Carter seconded the motion.**

Councilmember Carter said the proposed ordinance makes it easier to find information on public nuisances by including them in the same area of the code, and allows for stronger code enforcement. Deputy Mayor Swatman thanked the Public Safety Committee for working on these revisions and making the code better for citizens. City Attorney Dionne said a revision to the proposed ordinance was not included in the draft presented for approval. He asked them to consider amending Section 8.20.020 (X) to replace the section with the following language: “Outdoor storage of fuel containers and construction materials, unless screened from view of the adjacent property by a fence, green belt, or wall. Construction materials stored outside for up to 60 days as part of an active construction project are excluded from this provision.”

**Councilmember Lewis moved to amend the Ordinance with the language provided by the City Attorney. Councilmember Carter seconded the motion.**

Councilmember Hamilton said this language was previously reviewed by the Public Safety Committee and is acceptable. Councilmember Decker said he feels this language should be removed from the ordinance. He said property owners should be allowed to have building materials on their property for the entire time that their building permits are active, and should not be required to move or screen them. Councilmember Hamilton said the ordinance does not say people cannot keep building materials on their property, but that they must simply keep them out of public view after a period of time. He said these items can become a detriment to the neighborhood when left in view for long periods of time, and it is important to set standards for all property owners.

**Motion to amend Ordinance 1380 approved 6 – 1.  
Councilmember Decker voted no.**

**Ordinance 1380 approved as amended 6 – 1.  
Councilmember Decker voted no.**

- B. **AB11-25 – Ordinance 1381 (D11-25)** - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Portions Of Chapters 6.04 And 18.22 Relating To The Regulation Of Animals, Livestock, And Poultry.

**Councilmember Lewis moved to approve Ordinance 1381. Councilmember Carter seconded the motion.**

City Administrator Morrison said he received an email from a resident living in the CUGA that notes that the County code allows for 1 fowl per 1,000 square feet of property, minus the building footprint. He said the proposed ordinance would limit residents to no more than 3 fowl on their property, whereas the County would allow

up to 12 fowl in a 12,000 square foot yard. He said a staff member also suggested that roosters be excluded and not allowed. Councilmember Rackley noted that most homeowner’s associations do not allow livestock, so this will not be an issue for most residents. Councilmember Carter said she has spoken with residents who have had problems with loose chickens damaging yards and causing other issues. She noted that the ordinance also includes important changes to the animal code, including licensing fees and a new ‘pooper scooper’ law.

City Clerk / Administrative Services Director Edvalson noted that the proposed ordinance excludes livestock and poultry from being constituted as a nuisance, which may be problematic. Mayor Johnson said the ordinance could be amended in the future to remove any conflicts.

**Ordinance 1381 approved 7 – 0.**

**VIII. FULL COUNCIL ISSUES:** *None*

- A. ~~AB11-28 Ordinance D11-28 An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Ordinance No. D11-12 Providing For An At Large System Of Council Representation.~~

*This item was tabled to the March 1, 2011 Workshop for discussion during Agenda Modifications.*

**IX. EXECUTIVE SESSION:** *None*

**X. ADJOURNMENT:**

7:38:36

**At 7:38 p.m., Councilmember Lewis moved to adjourn the meeting. Councilmember Rackley seconded the motion.**

**Motion to adjourn approved 7 – 0.**

\_\_\_\_\_  
Harwood Edvalson, CMC  
City Clerk

\_\_\_\_\_  
Neil Johnson  
Mayor

Items presented to Council at the February 22, 2011 Meeting: *None.*

**City of Bonney Lake, Washington  
City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> Public Works / Director Grigsby	<b>Meeting/Workshop Date:</b> 8 March 2011	<b>Agenda Bill Number:</b> AB11-33
<b>Agenda Item Type:</b> Motion	<b>Ordinance/Resolution Number:</b> RES 2107	<b>Councilmember Sponsor:</b> Councilmember Rackley

**Agenda Subject:** Purchase Eastown Sewer Easements from West and Caldwell Families

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Mayor Johnson To Purchase Two Easements in Pierce County On Which to Build The Future Eastown Sewer Gravity Line On.

**Administrative Recommendation:** Authorize expenditure of funding to purchase easements.

**Background Summary:** The Eastown sewer system design contract is in progress. In order to complete this design, location of the sewer line needs to be locked in. Easements within the city limits are being dedicated by property owners at no cost to the city. However, the City must pay for sewer easements outside the city. These two easements will allow the new gravity sewer line to be built from SR410 to 96<sup>th</sup> Street and on to the new Eastown sewer lift station. This gravity sewer line will provide access to the Eastown sewer lift station for all Eastown properties East of Compass Pointe and south of SR410.

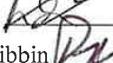
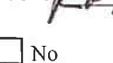
**Attachments:** Resolution 2107, RH2 Eastown Sewer Lift Station Plan, Eastown Gravity Sewer Line Map, Cost Analysis for West and Caldwell Easements, and West/Caldwell Easement Agreements with legal descriptions.

**BUDGET INFORMATION**

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$370,000	\$99,457	\$15,259	\$84,198

**Budget Explanation:** 402.022.035.594.35.65.05 Eastown ULA Design Efforts

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b> Community Development Date: 28 February 2011	<i>Approvals:</i>		Yes	No
	Chair/Councilmember	Jim Rackley 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember	Donn Lewis 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember	Randy McKibbin 	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Forward to:

Consent  
Agenda:  Yes  No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 8 March 2011	Tabled to Date:

**APPROVALS**

**Director:**  
DLG



**Mayor:**

**Date Reviewed  
by City Attorney:**  
(if applicable):

**RESOLUTION NO. 2107**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO PURCHASE  
EASTOWN SEWER EASEMENTS FROM WEST AND CALDWELL FAMILIES**

**Whereas**, the City Council has determined to design the Eastown Sewer Lift Station on a parcel owned by Washington State DOT next to 96<sup>th</sup> Street; and,

**Whereas**, the Eastown Sewer Lift Station needs to be connected to properties in Eastown by gravity sewer lines; and,

**Whereas**, the Eastown Sewer Lift Station design contract cannot be completed until two easements are acquired on which to build the 226<sup>th</sup> Avenue gravity sewer line that will provide access to the lift station by Eastown properties located East and South of the Compass Pointe development; and,

**Whereas**, the gravity sewer line crosses two parcels on 226<sup>th</sup> Avenue owned by the West and Caldwell Families; and,

**Whereas**, the West and Caldwell properties are outside the city limits and cannot benefit from the sewer line; thus, resulting in the need for the City to pay for easements to cross these two properties;

**Now therefore, be it resolved;** by the City Council of the City of Bonney Lake, Pierce County, that the Mayor is hereby authorized to enter into these sewer easement agreements with the West family in the amount of \$6,003 and with the Caldwell family in the amount of \$9,256.

**PASSED** and adopted by the City Council this 8th day of March 2011.

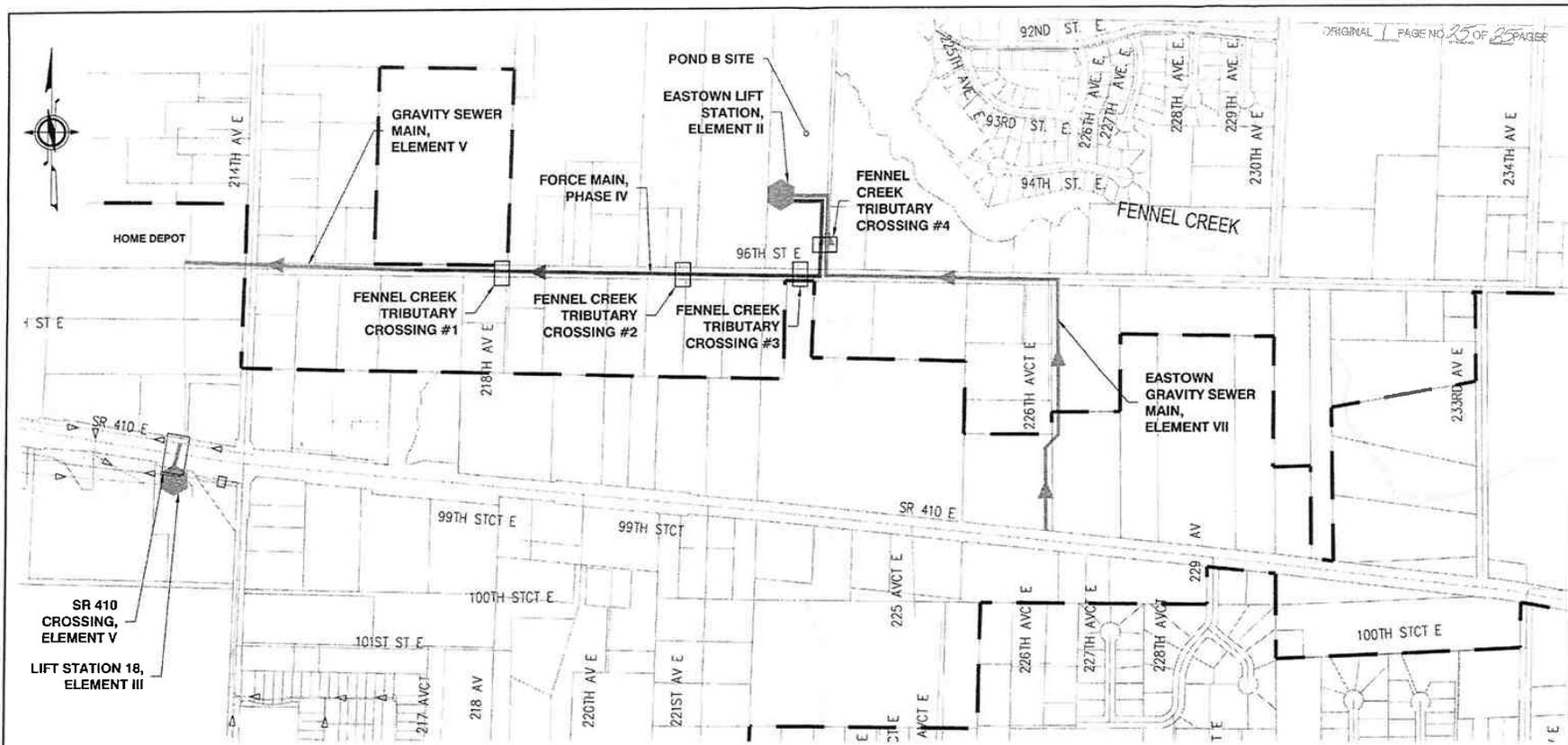
\_\_\_\_\_  
Neil Johnson Jr., Mayor

ATTEST:

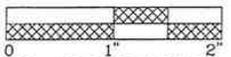
\_\_\_\_\_  
Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney



**LEGEND**

-  PROPOSED GRAVITY SEWER
  -  PROPOSED FORCE MAIN
  -  LIFT STATION
  -  FENNEL CREEK TRIBUTARY CROSSING
  -  BONNEY LAKE CITY LIMITS
  -  BONNEY LAKE SEWER SERVICE AREA
- 
- DRAWING IS NOT TO SCALE  
IF BAR IS NOT 2" LONG

**EXHIBIT D  
PROPOSED EASTOWN SEWER SYSTEM**  
1" = 500'



J:\161A\1601-EXHIBIT D

# EASTOWN FUTURE ROAD NETWORK

Featuring Fennel Creek and Wetlands



**LEGEND**

- Sewer Lift Stations
- ▬ SR410 Median Islands
- ▬ Future Public Roads
- ▬ Future Private Roads
- Tax Parcels
- Building
- ▬ Paved Road
- Other Impervious Surface
- Bonney Lake City Limits

**FENNEL CREEK & WETLANDS**

- ▬ Fennel Creek
- ▬ Fennel Creek Tributaries
- ▬ Fennel Creek 100 Foot Buffer
- CWA Wetlands
- Supplemental Wetland Inventory
- National Wetlands Inventory
- ▬ Future WSDOT Storm Ponds

**EASTOWN SEWER LINE**



June 10, 2010

**Vicinity Map**



February 4, 2011

**Parcel No: 0519025014**      **Address: 9610 226th Avenue Ct E, Buckley, WA 98321-8484**  
**Owners: Jason & Jennifer West**  
Parcel Depth = 300.14 feet

Pierce County Tax Year	Pierce County			Easement Width (feet)			ROW Width (feet)			
	PC Assessed Value (\$)	Parcel Total s.f. (0.97 Acres)	\$/s.f.	40 % of Assessed Value	20	30	20	30	57	60
Square Feet =				40.00%	6,003	9,004	6,003	9,004	17,108	18,008
				\$/s.f.						
2011	\$113,000	42,253	\$2.674	\$1.070	\$6,421	\$9,632	\$16,054	\$24,081	\$45,753	\$48,161
2010	\$147,800	42,253	\$3.498	\$1.399	\$8,399	\$12,599	\$20,998	\$31,496	\$59,843	\$62,993
2009	\$139,900	42,253	\$3.311	\$1.324	\$7,950	\$11,925	\$19,875	\$29,813	\$56,645	\$59,626
2008	\$139,900	42,253	\$3.311	\$1.324	\$7,950	\$11,925	\$19,875	\$29,813	\$56,645	\$59,626
2007	\$96,500	42,253	\$2.284	\$0.914	\$5,484	\$8,226	\$13,710	\$20,564	\$39,072	\$41,129
<b>2011 Fair Market Value</b>		42,253	\$1.75	\$0.700	\$4,202	\$6,303	\$10,505	\$15,757	\$29,939	\$31,515
Proposed by Property Owner 4 February 2011			\$2.50	\$1.000	\$6,003		\$15,007			

- Notes:**
1. Easement uses Sewer SDC funding
  2. ROW combines use of Sewer SDC and TIF funding
  3. ROW justified purchase since 226th Street is a future mapped street.
  4. Fair Market Value based on appraisal to purchase similar property in 2007.

February 22, 2011

**Parcel No: 0519025038**      **Address: 9714 226th Avenue Ct E, Buckley, WA 98321-9738**  
**Owners: Larry & Sarah Caldwell**  
Parcel Depth = 462.78 feet

Pierce County Tax Year	Pierce County			Easement Width (feet)			ROW Width (feet)			
	PC Assessed Value (\$)	Parcel Total s.f. (4.82 Acres)	\$/s.f.	% of Assessed Value	20	30	20	30	57	60
	Square Feet =			40.00%	9,256	13,883	9,256	13,883	26,378	27,767
			\$/s.f.							
2011	\$161,700	209,959	\$0.770	\$0.308	\$2,851	\$4,277	\$7,128	\$10,692	\$20,315	\$21,385
2010	\$211,500	209,959	\$1.007	\$0.403	\$3,729	\$5,594	\$9,324	\$13,985	\$26,572	\$27,971
2009	\$368,900	209,959	\$1.757	\$0.703	\$6,505	\$9,757	\$16,262	\$24,393	\$46,347	\$48,787
2008	?	?		\$0.000	\$0	\$0	\$0	\$0	\$0	\$0
2007	?	?		\$0.000	\$0	\$0	\$0	\$0	\$0	\$0

2011 Fair Market Value

\$1.75

\$0.700

\$6,479

\$16,197

Proposed by Property Owner

\$2.50

\$1.000

\$9,256

\$23,139

**Notes:**

1. Easement uses Sewer SDC funding
2. ROW combines use of Sewer SDC and TIF funding
3. ROW justified purchase since 226th Street is a future mapped street.
4. Fair Market Value based on appraisal to purchase similar property in 2007.

When recorded, return to:

City of Bonney Lake  
P.O. Box 7380  
Bonney Lake, WA 98391

Grantor: JASON AND JENNIFER WEST

Grantee: City of Bonney Lake

Property: Tax Parcel Number 0519025014

### **EASEMENT AND ACCESS AGREEMENT**

THIS EASEMENT AND ACCESS AGREEMENT is made this 25<sup>th</sup> day of February, 2011, by and between JASON and JENNIFER WEST, (“Grantor”), and City of Bonney Lake, a Washington municipal corporation (“Grantee”).

#### **RECITALS**

A. Grantor owns property located at 9610 226<sup>th</sup> Avenue Court E, Buckley, WA 98321 (“Grantor’s Property”), which property (Tax Parcel Number 0519025014) consists of Grantor’s private residence.

B. Grantee is in the process of designing the Easttown Sewer System and in connection therewith has requested that Grantor convey to Grantee a non-exclusive twenty-foot-wide Utility and Access Easement, over, under and through a portion of Grantor’s Property.

C. Grantor is willing to grant, declare and establish in favor of Grantee an easement for the foregoing purposes over, under, across and through the Grantor’s Property, subject to the terms and conditions hereof.

#### **AGREEMENT**

For good and valuable consideration, Grantor agrees to the following:

1. Grantor hereby conveys to Grantee a 20 foot-wide utility and access easement located on the eastern side of the Grantor’s Property, more particularly described in Exhibits A and B to this Agreement and hereinafter called the “226<sup>th</sup> Avenue Sewer Easement.” This easement shall extend approximately 300 feet, from the edge of pavement on 96<sup>th</sup> Street south to the southern boundary of Tax Parcel Number 0519025014. The 226<sup>th</sup> Avenue Sewer Easement shall allow, but is not limited to, installation of an underground sewer line (with any necessary vaults or manholes) and access required to maintain and operate the Easttown city sewer system.

2. Grantor shall retain the ability to use the Easement Area for ingress and egress to the Property, but shall not install any permanent fixtures or landscaping that interfere with the City's ability to access underground utilities for maintenance and inspection.

For good and valuable consideration, the City agrees to the following:

1. Payment of \$6,003 for this easement when this agreement is signed by both parties.
2. The grantee may install, operate, and maintain a city sewer line in this easement and will be responsible for all costs associated for that installation and maintenance.
3. The sewer line design and construction will use best engineering practices to protect the water well on the Grantor's property from potential leakage in the sewer line, including but not limited to a metal casing that the sewer line will be installed in when within 50 feet of the well. The well water will be tested prior to start of construction of the sewer line to establish the baseline water quality. The well water will be tested once every year thereafter to confirm that water is not contaminated by any possible leaks from the sewer line. If any contamination to the well is caused by leakage from sewer line, for the life of the sewer line, the City of Bonney Lake takes full responsibility and will cover all expenses to bring the well into compliance with Washington State Department of Ecology drinking water standards. Alternatively, the City may connect the house to the City Water System, without the Grantor paying a Water System Development Charge.
4. When construction of the sewer line is completed, all surfaces and landscaping shall be restored to their original or better condition including :
  - a. Plant grass sod outside the paved road in any areas damaged by the construction equipment.
  - b. Installation of 100 28-32 inch tall arborvitae evergreen bushes next to the Eastern property line in a 3-4 foot wide planting strip.
  - c. Reconstruction of the 226<sup>th</sup> Avenue roadway with a fourteen foot wide road base/shoulder and twelve foot wide asphalt pavement finish surface, a distance of approximately 300 feet. This roadway will be tied into 96<sup>th</sup> Street and will extend south to the southern parcel line. Maintenance of this private roadway shall remain the responsibility of the Grantor.
  - d. Grading and placement of asphalt over the existing parking pad, that is approximately 25-foot wide and 30-foot deep, extending from the 226<sup>th</sup> Avenue pavement. This parking pad will be located between the existing block wall on the south side and the existing tree on the north side of the existing parking area without damaging the block wall and tree. Maintenance of this parking area shall remain the responsibility of the Grantor.

## INDEMNIFICATION

Except to the extent the same are caused by the negligence or willful misconduct of Grantor or its agents, employees or contractors, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all loss, costs, damages, injuries, claims, suits, liabilities, causes of action and expenses of any kind or nature, including, but not limited to, reasonable attorneys' fees, incurred by Grantor arising out of or related to: (i) Grantee's exercise of the rights granted to it by this Agreement, or (ii) Grantee's breach of its obligations under this Agreement.

## BENEFITS AND BURDENS SHALL RUN WITH LAND

The easements and rights and obligations described herein are not intended to be personal, but are intended to constitute covenants running with the land and are intended to touch and concern the parcels of land described in this Agreement and to constitute easements appurtenant to the Grantee's Property benefited by the easements granted under this Agreement. The benefits and burdens on Grantor's Property under this Agreement shall constitute covenants running with the Grantor's Property and shall be binding on and inure to Grantor's successors and assigns in title. The benefits and burdens of Grantee under this Agreement shall constitute covenants running with Grantee's Property, and shall be binding on and inure to Grantee's successors and assigns in title to Grantee's Property.

## ATTORNEYS' FEES

In the event either party to this Agreement brings a legal action against the other party to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to receive reimbursement from the non-prevailing party of such prevailing party's costs incurred in such legal action (including the costs of appeal), including the fees and disbursements of the prevailing party's attorneys, in addition to all other rights and remedies available to the prevailing party at law or in equity.

## INTERPRETATION

The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

## SEVERABILITY

Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any person and the same shall remain in full force and effect.

## NOTICES

Notices given by the parties may be served personally, or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Notices to the parties shall be addressed to the following addresses:

If to the Grantor: Jason and Jennifer West  
9610 - 226<sup>th</sup> Avenue Court East  
Buckley, WA 98321-8484

If to the Grantee: City of Bonney Lake  
PO Box 7380  
Bonney Lake, WA 98391  
Attn: Public Works Director

The foregoing addresses may be changed by written notice given pursuant to provisions of this Section. Notices sent by certified or registered mail shall be deemed to have been given and delivered upon the earlier of actual receipt or three (3) days business after being properly mailed. Notices served personally shall be deemed given upon receipt.

## COMPLETE AGREEMENT; GOVERNING LAW

This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the easements provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Grantor and Grantee. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that the venue of any legal action brought to enforce this Agreement shall lie in Pierce County Superior Court and the parties waive their right to be sued elsewhere.

## WARRANTY AND REPRESENTATION OF AUTHORITY

The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties hereunder, and that all consents, permissions and approvals related to the execution and delivery of this Agreement have been obtained.

## EXHIBITS

This Agreement includes the following exhibits, which by this reference are incorporated into this Agreement:

- A. Description of 226<sup>th</sup> Avenue Sewer Easement
- B. Short Plat Map for Tax Parcel Number 0519025014 showing 226<sup>th</sup> Avenue Sewer Easement location

*SIGNATURES ON FOLLOWING PAGE*

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

JASON & JENNIFER West

By:   
Name: Jason West  
Title: Property Owner

By:   
Name: Jennifer West  
Title: Property Owner

GRANTEE:

CITY OF BONNEY LAKE

By: \_\_\_\_\_  
Name: Neil Johnson Jr.  
Title: Mayor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

On this 25<sup>th</sup> day of February, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JASON and JENNIFER WEST, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument.

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



Lauren E. Hines  
(Signature of Notary)

Lauren E. Hines  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Sumner  
My appointment expires: 8-29-12

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who signed as Mayor of the CITY OF BONNEY LAKE, the municipal corporation that executed the within and foregoing instrument, and acknowledged said 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 the Mayor was duly authorized to execute said instrument on behalf of the municipal corporation, and that the seal affixed, if any, is the corporate seal of said corporation.

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

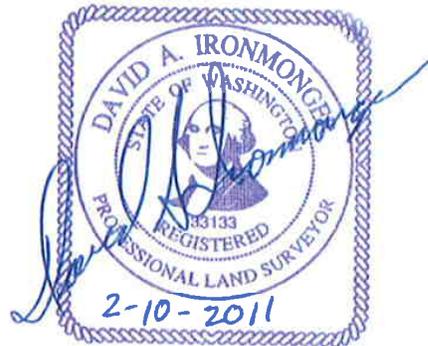
**Parametrix**

EXHIBIT "A"

SEWER EASEMENT

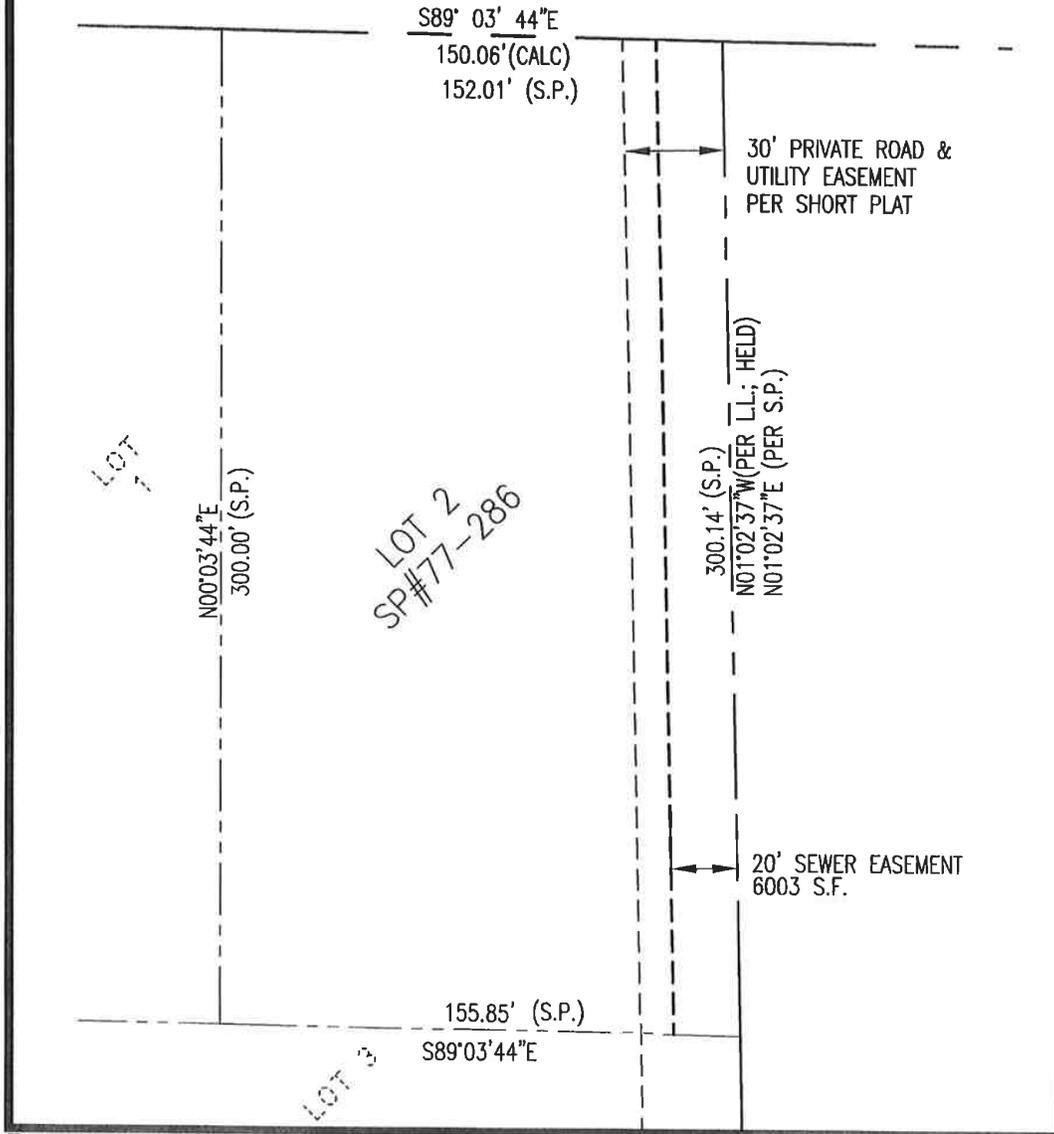
THE EAST 20.00 FEET OF LOT 2, OF SHORT PLAT NUMBER 77-286, RECORDS OF  
PIERCE COUNTY, WASHINGTON.

CONTAINING 6,003 SQUARE FEET.

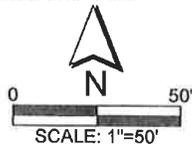


**EXHIBIT B**  
**LOT 2, SHORT PLAT 77-286**  
**PIERCE COUNTY TPN 0519025014**

**96TH STREET**



Parametrix DATE: February 10, 2011 FILE: PU16110130422V\_LOT2



(CALC)=CALCULATED  
 (S.P.)=SHORT PLAT  
 (L.L.)=LARGE LOT AFN 1116,  
 VOL 12, PG 16, PIERCE COUNTY

When recorded, return to:

City of Bonney Lake  
P.O. Box 7380  
Bonney Lake, WA 98391

Grantor: LARRY and SARA CALDWELL

Grantee: City of Bonney Lake

Property: Tax Parcel Number 0519025038

### **EASEMENT AND ACCESS AGREEMENT**

THIS EASEMENT AND ACCESS AGREEMENT is made this 23<sup>rd</sup> day of February, 2011, by and between LARRY & SARAH CALDWELL, (“Grantor”), and City of Bonney Lake, a Washington municipal corporation (“Grantee”).

#### **RECITALS**

A. Grantor owns property located at 9714 226<sup>th</sup> Avenue Court E, Buckley, WA 98321 (“Grantor’s Property”), which property (Tax Parcel Number 0519025038) consists of Grantor’s private residence.

B. Grantee is in the process of designing the Easttown Sewer System and in connection therewith has requested that Grantor convey to Grantee a non-exclusive twenty-foot-wide Utility and Access Easement, over, under and through a portion of Grantor’s Property.

C. Grantor is willing to grant, declare and establish in favor of Grantee an easement for the foregoing purposes over, under, across and through the Grantor’s Property, subject to the terms and conditions hereof.

#### **AGREEMENT**

For good and valuable consideration, Grantor agrees to the following:

1. Grantor hereby conveys to Grantee a 20 foot-wide utility and access easement located on the eastern side of the Grantor’s Property, more particularly described in Exhibits A and B to this Agreement and hereinafter called the “226<sup>th</sup> Avenue Sewer Easement.” This easement shall extend approximately 463 feet, from the northern to southern boundaries of Tax Parcel 0519025038. The 226<sup>th</sup> Avenue Sewer Easement shall allow, but is not limited to, installation of an underground sewer line (with any necessary vaults or manholes) and access required to maintain and operate the Easttown city sewer system.

2. Grantor shall retain the ability to use the Easement Area for ingress and egress to the Property, but shall not install any permanent fixtures or landscaping that interfere with the City's ability to access underground utilities for maintenance and inspection.

For good and valuable consideration, the City agrees to the following:

1. Payment of \$9,256 for this easement when this agreement is signed by both parties.
2. The grantee may install, operate, and maintain a city sewer line in this easement and will be responsible for all costs associated for that installation and maintenance.
3. When construction of the sewer line is completed, all surfaces and landscaping shall be restored to their original or better condition including:
  - a. Plant grass sod outside the paved road and road shoulder in any areas damaged by the construction equipment;
  - b. Installation of 100 28-32 inch tall arborvitae evergreen bushes next to the Eastern property line in a 3-4 foot wide planting strip; these bushes shall be installed starting from the southern parcel line extending 300 feet to the north;
  - c. Reconstruction of the 226<sup>th</sup> Avenue roadway with a fourteen foot wide road base/shoulder and twelve foot wide asphalt pavement finish surface from the northern property line south to the driveway serving the house, a distance of approximately 205 feet. Maintenance of this private roadway shall remain the responsibility of the Grantor.
  - d. Grading and placement of a 12-foot wide paved surface over the existing driveway currently connecting 226<sup>th</sup> Avenue to the house, a distance of approximately 240 feet. Maintenance of this driveway shall remain the responsibility of the Grantor.

#### INDEMNIFICATION

Except to the extent the same are caused by the negligence or willful misconduct of Grantor or its agents, employees or contractors, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all loss, costs, damages, injuries, claims, suits, liabilities, causes of action and expenses of any kind or nature, including, but not limited to, reasonable attorneys' fees, incurred by Grantor arising out of or related to: (i) Grantee's exercise of the rights granted to it by this Agreement, or (ii) Grantee's breach of its obligations under this Agreement.

#### BENEFITS AND BURDENS SHALL RUN WITH LAND

The easements and rights and obligations described herein are not intended to be personal, but are intended to constitute covenants running with the land and are intended to touch and concern the parcels of land described in this Agreement and to constitute easements appurtenant to the Grantee's Property benefited by the easements granted under this Agreement. The benefits and burdens on Grantor's Property under this Agreement shall constitute covenants running with the Grantor's Property and shall be binding on and inure to Grantor's successors

and assigns in title. The benefits and burdens of Grantee under this Agreement shall constitute covenants running with Grantee's Property, and shall be binding on and inure to Grantee's successors and assigns in title to Grantee's Property.

#### ATTORNEYS' FEES

In the event either party to this Agreement brings a legal action against the other party to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to receive reimbursement from the non-prevailing party of such prevailing party's costs incurred in such legal action (including the costs of appeal), including the fees and disbursements of the prevailing party's attorneys, in addition to all other rights and remedies available to the prevailing party at law or in equity.

#### INTERPRETATION

The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

#### SEVERABILITY

Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any person and the same shall remain in full force and effect.

#### NOTICES

Notices given by the parties may be served personally, or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Notices to the parties shall be addressed to the following addresses:

If to the Grantor:	Larry & Sarah Caldwell 9714 - 226 <sup>th</sup> Avenue Court E. Buckley, WA 98321-9738
--------------------	--

If to the Grantee:	City of Bonney Lake PO Box 7380 Bonney Lake, WA 98391 Attn: Public Works Director
--------------------	--

The foregoing addresses may be changed by written notice given pursuant to provisions of this Section. Notices sent by certified or registered mail shall be deemed to have been given and delivered upon the earlier of actual receipt or three (3) days business after being properly mailed. Notices served personally shall be deemed given upon receipt.

## COMPLETE AGREEMENT; GOVERNING LAW

This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the easements provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Grantor and Grantee. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that the venue of any legal action brought to enforce this Agreement shall lie in Pierce County Superior Court and the parties waive their right to be sued elsewhere.

## WARRANTY AND REPRESENTATION OF AUTHORITY

The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties hereunder, and that all consents, permissions and approvals related to the execution and delivery of this Agreement have been obtained.

## EXHIBITS

This Agreement includes the following exhibits, which by this reference are incorporated into this Agreement:

- A. Description of 226<sup>th</sup> Street Sewer Easement
- B. Short Plat Map for Tax Parcel Number 0519025038 showing 226<sup>th</sup> Avenue Sewer Easement location

*SIGNATURES ON FOLLOWING PAGE*

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

LARRY and SARAH CALDWELL

By:   
Name: Larry Caldwell  
Title: Property Owner

By:   
Name: Sarah Caldwell  
Title: Property Owner

GRANTEE:

CITY OF BONNEY LAKE

By: \_\_\_\_\_  
Name: Neil Johnson Jr.  
Title: Mayor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

On this 23<sup>rd</sup> day of February, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LARRY and SARAH CALDWELL, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument.

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



Lauren E. Hines  
(Signature of Notary)

LAUREN E HINES  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at Simons  
My appointment expires: 8-29-12

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who signed as Mayor of the CITY OF BONNEY LAKE, the municipal corporation that executed the within and foregoing instrument, and acknowledged said 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 the Mayor was duly authorized to execute said instrument on behalf of the municipal corporation, and that the seal affixed, if any, is the corporate seal of said corporation.

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

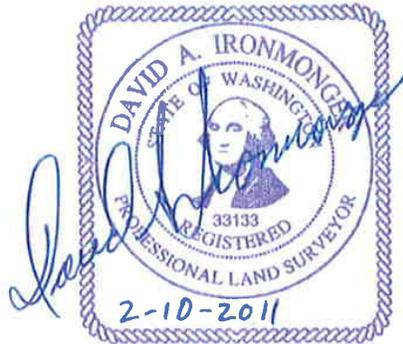
**Parametrix**

EXHIBIT "A"

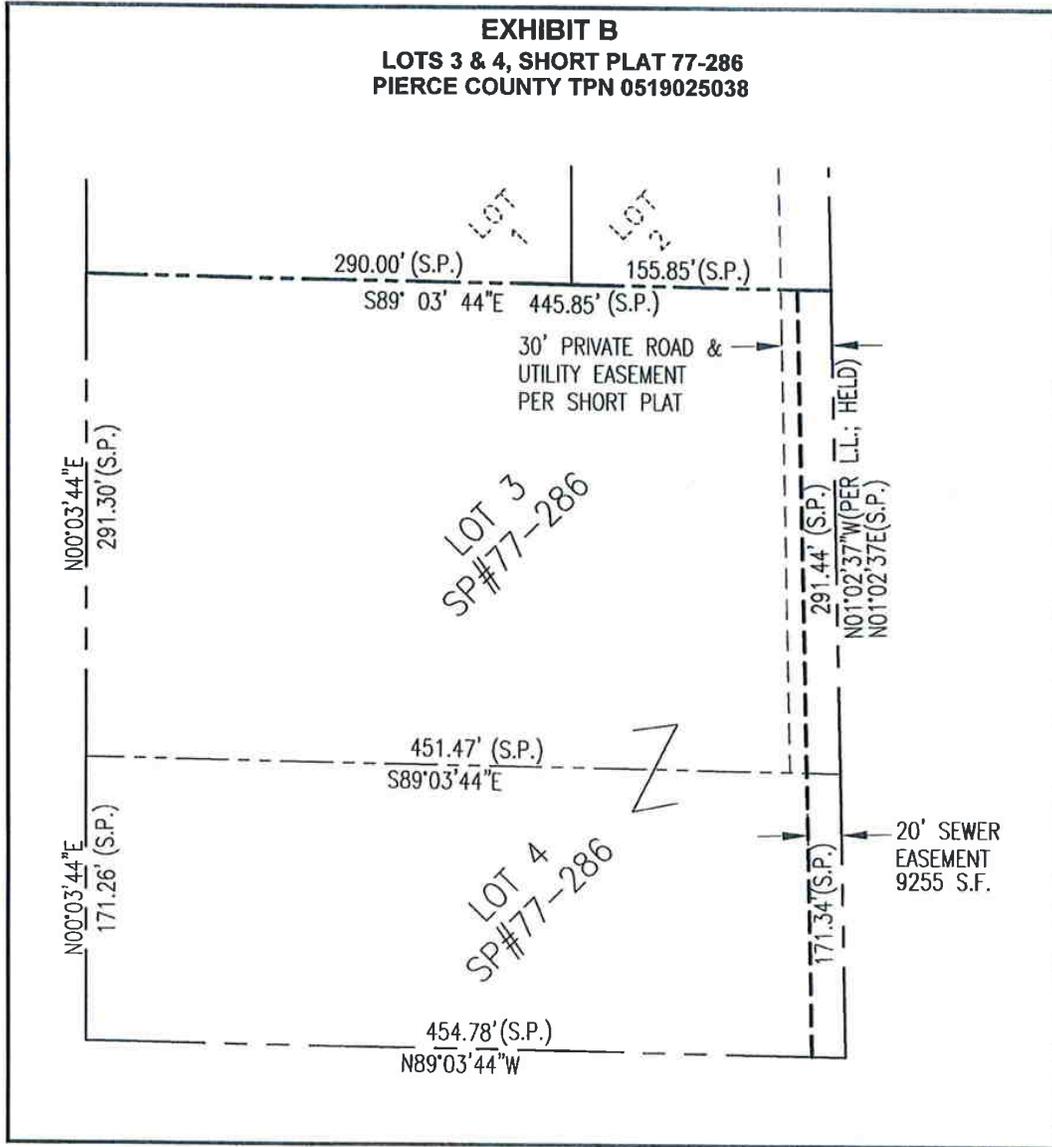
SEWER EASEMENT

THE EAST 20.00 FEET OF LOTS 3 AND 4, OF SHORT PLAT NUMBER 77-286, RECORDS  
OF PIERCE COUNTY, WASHINGTON.

CONTAINING 9,255 SQUARE FEET.

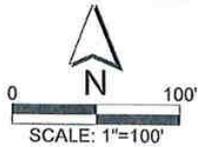


**EXHIBIT B**  
**LOTS 3 & 4, SHORT PLAT 77-286**  
**PIERCE COUNTY TPN 0519025038**



(S.P.)=SHORT PLAT  
 (L.L.)=LARGE LOT AFN 1116,  
 VOL 12, PG 16, PIERCE COUNTY

**Parametrix** DATE: February 10, 2011 FILE: PU16110130422V\_LOT3



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City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> Admin Services / Edvalson	<b>Meeting/Workshop Date:</b> 8 March 2011	<b>Agenda Bill Number:</b> AB11-37
<b>Agenda Item Type:</b> Motion	<b>Ordinance/Resolution Number:</b>	<b>Councilmember Sponsor:</b>

**Agenda Subject:**

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, setting a public hearing for March 22, 2011 at 7:00 p.m. or as soon thereafter as possible during the regular Council meeting to receive public input on the proposal to surplus and dispose of real public utility property located a XXX 181<sup>st</sup> Ave. E, identified as Parcel No. 3675000062.

**Administrative Recommendation:** Set public hearing.

**Background Summary:** This 4750 sq. ft. parcel was a former well head site and contains a small well house. The well facilities have long since been removed and the property unused for many years. The Chief Contracting Officer, Don Morrison, has determined the property and structure to be surplus to the City's needs. The parcel was used for public utility purposes. State law requires the Council to hold a public hearing prior to considering declaration of the parcel as surplus and authorizing its disposal. The County Assessor has placed an assessed value of \$5,300 for the land and structure.  
**Attachments:** Parcel Map

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b> There is no budget impact associated with holding a public hearing.			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	Finance Committee Date: 8 March 2011	<i>Approvals:</i>	Yes No
		Chair/Councilmember Dan Swatman	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Mark Hamilton	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember James Rackley	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	<b>Consent</b>	
		<b>Agenda:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney: (if applicable):</b>

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City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> PW / Douglas Budzynski	<b>Meeting/Workshop Date:</b> 8 March 2011	<b>Agenda Bill Number:</b> AB11-21
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2101	<b>Councilmember Sponsor:</b> Jim Rackley

**Agenda Subject:** Professional Service Agreement with KPG Consultants for Design of 2011 Septic Reduction Program.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With KPG Consultants For The Design Of The 2011 Septic Reduction Project.

**Administrative Recommendation:**

**Background Summary:** The purpose of the Septic System Reduction Program is to reduce the number of septic systems in the city limits. The development located at 83<sup>rd</sup> Street Ct. E. has been identified as an ideal location to continue the program with minimal design and construction required. The project will construct a new sewer main along 83<sup>rd</sup> Street Ct. E. and Kelly Lake Road, extending the availability for the City's sewer system.  
**Attachments:** Resolution 2100, Professional Service Agreement, Area map

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$285,000.00	\$285,000.00	\$65,860.40	\$219,139.60
<b>Budget Explanation:</b> 402.020.035.594.35.63.05			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Community Development Date: 28 February 2011	<b>Approvals:</b> Chair/Councilmember Rackley Councilmember McKibbin Councilmember Lewis	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
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<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Forward to:		<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 8, 2011	Tabled to Date:

<b>APPROVALS</b>		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):

**RESOLUTION NO. 2101**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH  
KPG CONSULTANTS FOR THE DESIGN EFFORT OF THE 2011 SEPTIC  
REDUCTION PROGRAM.**

**Whereas**, the City has approved a budget in 2011 that includes the 2011 Septic Reduction Program; and

**Whereas**, the City has recognized the environmental impact of individual septic systems and therefore the need to reduce the septic systems within the City limits; and

**Whereas**, the City's has identified the development at 83<sup>rd</sup> Street Ct. E. as a location to expand the reduction of individual septic systems; and

**Now therefore, be it resolved;**

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with KPG Consultants in the amount of \$65,860.40.

**PASSED** by the City Council this 8th day of March, 2011.

\_\_\_\_\_  
Neil Johnson Jr., Mayor

ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney

## PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Bonney Lake ("City") and KPG ("Consultant").

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A "83rd St. Ct E Septic Reduction Project" attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- 3. Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

The Consultant and its subconsultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this

section in any and all contracts with subconsultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the

City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

#### **Insurance**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

#### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

#### **D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### **E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

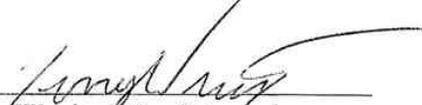
17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE

CONSULTANT

By: \_\_\_\_\_  
Neil Johnson Jr., Mayor

By:   
Terry Wright, P.E. - Principal

**Attachments:**

Exhibit A: Scope of Work/Deliverables  
Exhibit B: Rates/Project Budget

## EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City: Refer to attached Exhibit A: "83rd St. Ct E Septic Reduction Project"

EXHIBIT A

City of Bonney Lake  
83<sup>rd</sup> St Ct E Septic Reduction Project

KPG  
Scope of Work  
February 2, 2010

INTRODUCTION

The City of Bonney Lake plans to install a new sewer main line to serve 83<sup>rd</sup> St. Ct East. The following is the anticipated route of the new sewer main.

- Start the existing manhole located at the intersection of Kelly Lake Road and 209<sup>th</sup> Ave Ct east, then run west to the storm water easement connecting Kelly Lake Road to 83<sup>rd</sup> St. Ct. East.
- North through the storm easement to 83<sup>rd</sup> Street Ct East.
- The main line will branch to the east and west.
- Extend to the easterly end of 83<sup>rd</sup> St. Ct E.
- Extend to the west end of 83<sup>rd</sup> St. Ct. E and end with a manhole in the intersection of Church Lake Road.

Improvements to be included within the project limits are anticipated to be the following:

- New 8-inch Diameter Sewer Main.
- Side sewer laterals from the main to the right-of-way lines at each parcel.
- Restore roadway with a full width overlay.

The following assumptions were made when preparing the scope and budget:

- Sewer mainline will be 8-inch Diameter. Basin analysis will not be required.
- Pierce County will have no involvement in the project.
- No Federal funds are involved in the project.
- All permits required for construction of improvements will be acquired by City.
- City will conduct public outreach as require to notify property owners of project and determine location of side sewer clean out.
- No other utilities will require replacement.
- No additional right-of-way will be required.
- City will provide utility locate markings for all City owned utilities.
- A SEPA will not be required.
- City will provide locations for all side-sewers

## EXHIBIT A

The following scope of work includes the effort to complete the above described improvements:

### SCOPE OF WORK

#### **Task 1.0 – Management/Coordination/Administration**

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product:

- 1.1 The Consultant shall provide continuous project management and administration to complete the PS&E phase of work (estimate 5 months).
- 1.2 Provide monthly progress reports.
- 1.3 Coordinate with City staff at project meetings (estimate 3 meetings).
- 1.4 Provide QA/QC reviews of all submittals (preliminary 30% design, 90% design, and final design submittal).
- 1.5 Miscellaneous letters and phone calls.

#### **Products:**

- Monthly progress letter and invoicing.
- Meeting minutes for Consultant/City Meeting.
- QA/QC of all Submittal packages.

#### **Task 2.0 – Survey and Base Mapping**

This task covers the effort to create a basemap of existing features and right-of-way lines along the project limits.

- 2.1 Survey limits of the topographic mapping within the project limits will be:
  - Kelly Lake Road - From 209<sup>th</sup> Ave Ct E to intersection of Church Lake Road East - 5-feet south of edge of pavement to north right-of-way line.
  - 83<sup>rd</sup> Ct St. East - 5-feet past right-of-way lines on each side of the street.
  - Church Lake Road East - Full mapping at the intersection of 83<sup>rd</sup> and mapping as required for overlay between 83<sup>rd</sup> and Kelly Lake Road.
  - Storm easement - Full width east easement line to west easement line.

## EXHIBIT A

- 240<sup>th</sup> Ave Ct E - GPS profile of center line of road. This information will be required to determine the depth of the proposed manhole at the intersection of 83<sup>rd</sup> St. Ct E and Kelly Lake Road.
- 2.2 Survey Control - Existing monuments and property markers will be located and horizontal and vertical control points set, which will be used for mapping and control during construction.
- 2.3 Right-of-Way - The existing street right-of-way will be defined within the project limits.
- 2.4 Lot lines will be shown based on GIS information provided by City.
- 2.5 Utility Locations - KPG will coordinate with PSE for locations of gas lines, Qwest for underground telephone lines, and request that City locate water, sewer, and storm lines. Locations of these utilities will be included in the field survey.
- 2.6 Gravity Utility Structures - measure downs and sketches will be provide for all sanitary and storm sewer structures.

### Products:

- Electronic basemap showing existing right-of-way, utility locations, surface features, and contours at 1 foot intervals.

### Assumptions:

- Basemap will be prepared in AutoCAD Civil 3D using KPG drafting standards.
- Right-of-way acquisition will not be required.
- Right-of-way will be determined from available records, title report will not be require, except for the Storm drain easement to confirm ownership and utility rights.
- Utility locates and pot holes if required will be provided On-Call and City.

### Task 3.0 – Preliminary Design (30% design)

Efforts under this task include the anticipated work necessary to:

- 3.1 Confirm that the existing sewer main at the intersection of Kelly Lake Road and 209<sup>th</sup> Ave E has sufficient depth to serve the intended project limits.
- 3.2 Determine the depth of the sewer manhole at the intersection of 83<sup>rd</sup> St Ct. E and Kelly Lake Road.
- 3.3 Determine the location of the sewer main line on Kelly Lake Road. Options are totally within the paved surface or having a part of the sewer main located in the right-of-way along the north

City of Bonney Lake  
83<sup>rd</sup> St Ct E Septic Reduction

KPG  
Project No. 11015  
2/2/10

## EXHIBIT A

edge of pavement. This may be required due to concerns with allowable cover near the intersection of Kelly Lake Road and Church Lake Road.

- 3.4 Determine horizontal and vertical alignment of sewer main from 209<sup>th</sup> Ave Ct E through easement area.
- 3.5 Identify any design issues that are unknowing at this time.
- 3.6 Preliminary construction cost estimate.
- 3.7 Write letters and Send to utility companies informing them of the proposed project.
- 3.8 Determine where utility pot holes may be required and coordinate with private utility companies and city.

### Products:

- 30% Plan and profile of the sewer line from 209<sup>th</sup> through the storm easement
- Design figure showing proposed elevation of future sewer line to serve 204<sup>th</sup> Ave. Ct E.
- Preliminary construction cost estimate.

### Task 4.0 - Final Design (90% and Final)

The Consultant shall prepare final bid documents (PS&E) for the improvements described above. The following information will be included in these final plans:

- Plans shall be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City and WSDOT standards.
- Typical sections and details shall be provided, except for items available as standard details from the City, State or APWA drawings which will be included in the plan set via image/PDF files.
- The Consultant shall prepare specifications and submit for review at the 90% stage and submit final specifications with the bid documents.
- The Consultant shall calculate quantities and prepare construction cost estimates along with each submittal and with the bid documents.
- The Consultant shall field review the project corridor to ensure the plans are showing an accurate representation of the proposed improvements and support the City during the bidding process.

The estimated Sheet Count is as follows:

City of Bonney Lake  
83<sup>rd</sup> St Ct E Septic Reduction

KPG  
Project No. 11015  
2/2/10

**EXHIBIT A**

Title	Number
Cover Sheet	1
Legend, Notes, Survey Control	1
Typical Restoration Sections and details	1
Sewer Main - Kelly Lake Road- Plan & Profiles	2
Sewer Main - Storm Easement- Plan & Profiles	1
Sewer Main - 83 <sup>rd</sup> St. Ct E- Plan & Profiles	2
Restoration/Overlay Plan/Plan (1"=40')	2
Utility/Trench Details	1
Standard Details	2
<b>TOTAL</b>	<b>13</b>

**Products:**

**90% Review Submittal**

- 1 Construction Cost Estimate
- 3 -1/2 Size Plan Sets (11x17 size)
- 2 Sets Specifications

**Final Submittal**

- Bid Documents (Hard Copy and Electronic)
- 1 Construction Cost Estimate
- 5 Sets Plans (11x17 size)
- 2 Sets Plans (22x34 size)
- Electronic bid read set of bid documents, ready for Builders exchange.

**Assumptions**

- The City will not make changes to the locations of improvements approved during the Preliminary task.
- City will reproduce final bid documents.
- Overlay will not require reconstruction of sections of existing driveway and pavement section will be set by City.
- All improvements will be under one bid set.

**Other Services:**

City of Bonney Lake  
83<sup>rd</sup> St Ct E Septic Reduction

KPG  
Project No. 11015  
2/2/10

## EXHIBIT A

The City may require additional services of the Consultant. These services could include value engineering support, permit assistance, and/or construction management and inspection services. At the time these services are required, the Consultant shall provide the City with a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

**EXHIBIT B: RATES**

The Consultant's work under this Agreement shall be compensated at the per hour based on the rates shown on Attached Exhibit B - "83rd St. Ct E Septic Reduction Project "



**EXHIBIT B**

\*\*\*\*\*  
 CLIENT: City of Bonney Lake  
 PROJ NAME: 83rd St. Ct Septic Reduction Project  
 Job # 11015  
 DATE: February 2, 2011

		SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK								Total	Task Total
Classification		Project Manager	Senior Engineer	Project Engineer	Project Surveyor	Surveyor, Tech II	Survey Crew	Technician	Clerical		
<b>TASK NO.</b>	<b>TASK DESCRIPTION</b>	151.76	162.54	115.08	137.99	114.51	135.00	82.70	59.02		
1.0	Management/Coordination/Admin.										
	Task 1 Hours =	18.0		6.0					5.0		
2.0	Survey and Base Map				38.0	30.0	37.0				
	Task 2 Hours =										
3.0	Preliminary Design (30% Design)							10.0	2.0		
	Task 3 Hours =	11.0		50.0							
4.0	Final Design (90% and Final)					2.0	110.0				
	Task 4 Hours =	62.5		185.0							
<b>OTHER DIRECT COSTS</b>											
	Other Direct Costs										
	Hours	91.5		241.0	38.0	32.0	37.0	120.0	7.0		566.5
	Total	\$13,885		\$27,734	\$5,244	\$3,664	\$4,995	\$9,924	\$413		
<b>TOTALS</b>										<b>KPG DESIGN SERVICES LABOR TOTAL = \$65,860</b>	

**EXHIBIT B**

**OTHER DIRECT COSTS  
EXPENSE ESTIMATE**

DATE: February 2, 2011

CLIENT: City of Bonney Lake  
PROJ NAME: 83rd St. Ct Septic Reduction Project  
Job # 11015

EXPENSE ITEM	Cost	/ Unit	Qty	Total
Travel - Mileage	0.51	S / mile	80	\$40
Travel - Parking County	9.00	\$ / 4 hrs	0	\$0
Maps and Charts	-	estimate	LS	\$0
8 1/2 X 11 Copies	0.10	\$ea	0	\$0
11 X 17 Copies	0.35	\$ea		\$0
Bluefile Prints	0.35	\$ea	0	\$0
11 X 17 Plot Check Prints	1.00	\$ea	0	\$0
Color Reduction Prints 8 1/2 x 11	1.00	\$ea	0	\$0
Color Reduction Prints 11 x 17	1.50	\$ea	0	\$0
22 X 34 Copies	2.00	\$ea	0	\$0
22X34 Plot Check Prints Copy (Bond)	6.00	\$ea		\$0
Plots Large Vellum	8.00	\$ea	0	\$0
Plots Large Mylar	14.00	\$ea		\$0
Mountings 22 x 34	15.00	\$ea	0	\$0
Plot Prints Large Bond Color	22.00	\$ea	0	\$0
Photo Documentation	-	estimate	LS	-
Postage	-	estimate	LS	-
Courier Service	-	estimate	LS	-
Title Reports	400.00	\$ea	1	\$400
Infiltration Test		\$ea	2	\$0
<b>Total KPG In-House Expense =</b>				<b>\$440</b>

**EXHIBIT B**

\*\*\*\*\*  
 CLIENT: City of Bonney Lake  
 PROJ NAME: 83rd St. Ct Septic Reduction Project  
 Job # 11015  
 DATE: February 2, 2011

		TASK 1 HOUR BREAKDOWN														
		STAFF LABOR HOURS REQUIRED BY TASK														
TASK NO.	TASK DESCRIPTION	Classification	Project Manager	Senior Engineer	Project Engineer	Project Surveyor	Surveyor, Tech II	Survey Crew	Technician	Clerical					Total Hours	Task Total
		Initials	151.76	162.54	115.08	137.99	114.51	135.00	82.70	59.02						
1.0	Management/Coordination/Admin.									2.5				4.5	\$451.07	
1.1	On-Going Project Management (5 Months)		2.0							2.5				4.5	\$451.07	
1.2	Monthly Progress Reports		2.0											12	\$1,601.04	
1.3	Coordination Meeting w/City (3 assumed)		6.0		6.0									6	\$910.56	
1.4	QA/QC (30%, 90%, Final)		6.0											2	\$303.52	
1.5	Misc. Letters and Correspondence		2.0													
<b>OTHER DIRECT COSTS</b>																
	Other Direct Costs															
	Hours		18.0		6.0					5.0				29		
	Total		\$2,732		\$690					\$295						
<b>TOTALS</b>																<b>\$3,717.26</b>

**EXHIBIT B**

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 CLIENT: City of Bonney Lake  
 PROJ NAME: 83rd St. Ct Septic Reduction Project  
 Job # 11015  
 DATE: February 2, 2011

		<b>TASK 2 HOUR BREAKDOWN</b>													
		<b>STAFF LABOR HOURS REQUIRED BY TASK</b>													
TASK NO.	TASK DESCRIPTION	Classification	Project Manager	Senior Engineer	Project Engineer	Project Surveyor	Surveyor, Tech II	Survey Crew	Technician	Clerical				Total Hours	Task Total
		Initials	151.76	162.54	115.08	137.99	114.51	135.00	82.70	59.02					
2.0	<b>Survey and Base Map</b>														
2.1	Project Setup and Research				4.0								4	\$551.96	
	Field Topographic Survey														
	Kelly Lake Road							8.0					8	\$1,080.00	
	83rd Ct St. East							10.0					10	\$1,350.00	
	Church Lake Road, For Overlay							3.0					3	\$405.00	
	Storm easement							3.0					3	\$405.00	
	240th Ave CL - GPS CL only							3.0					3	\$405.00	
2.2	Survey Control				2.0		4.0						6	\$815.98	
2.3	Right-of-way, research and determination				12.0								12	\$1,655.88	
2.4	Approximate Lot Lines				2.0								2	\$275.98	
2.5	Utility Locations Pot hole						4.0						4	\$540.00	
2.6	Gravity Utility Structures Measure downs						2.0						2	\$270.00	
	Process Field Data and Check Survey Notes				4.0	10.0							14	\$1,697.06	
	Preparation of Base Map and Digital Terrain Model				8.0	20.0							28	\$3,394.12	
	Coordination, Research, and Supervision				6.0								6	\$827.94	
<b>OTHER DIRECT COSTS</b>															
	Other Direct Costs														
	Hours				38.0	30.0	37.0						105		
	Total				\$5,244	\$3,435	\$4,995								
<b>TOTALS</b>														<b>\$13,673.92</b>	

**EXHIBIT B**

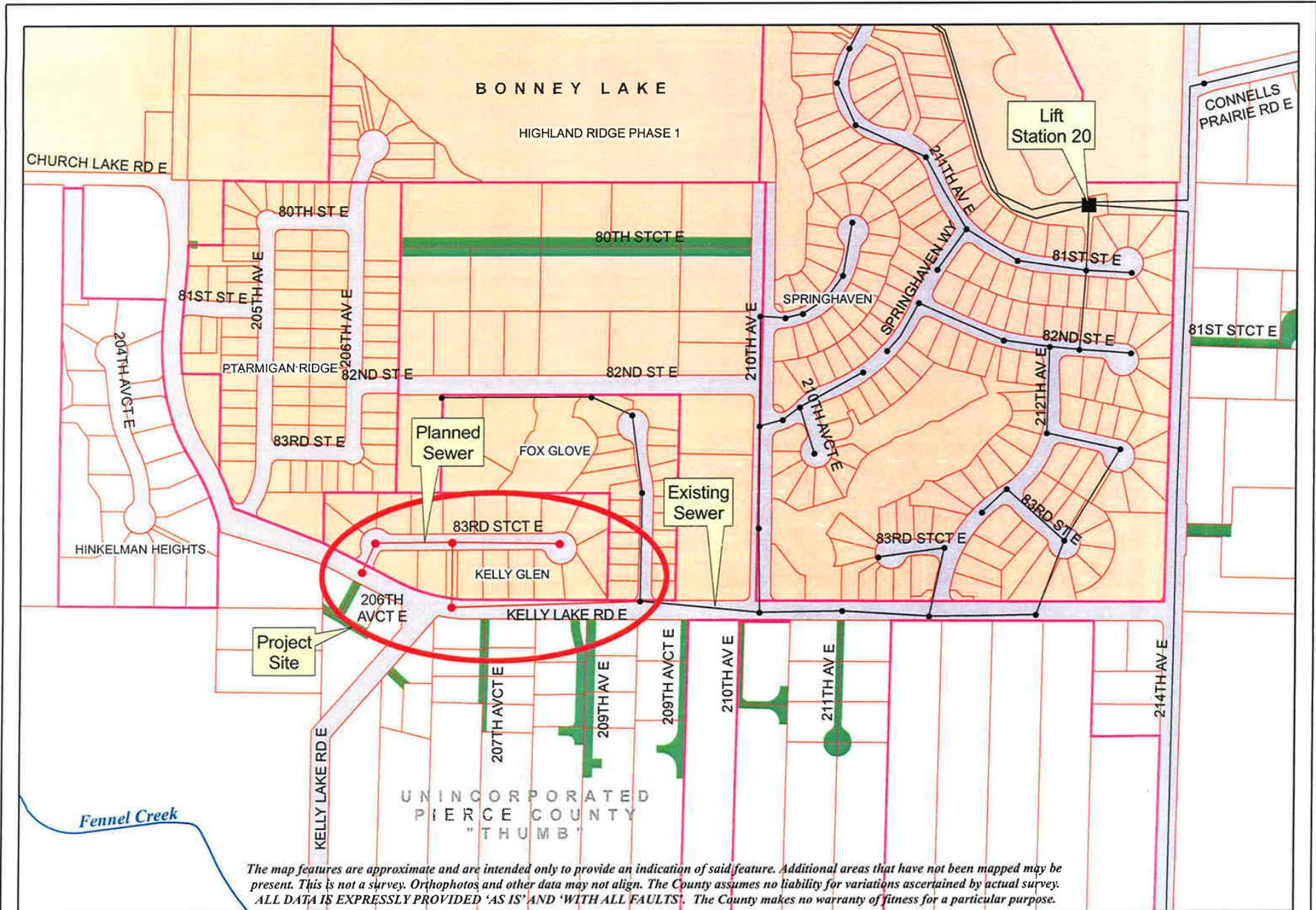
\*\*\*\*\*  
 CLIENT: City of Bonney Lake  
 PROJ NAME: 83rd St. Ct Septic Reduction Project  
 Job # 11015  
 DATE: February 2, 2011

		TASK 3 HOUR BREAKDOWN														
		STAFF LABOR HOURS REQUIRED BY TASK														
TASK NO.	TASK DESCRIPTION	Classification	Project Manager	Senior Engineer	Project Engineer	Project Surveyor	Surveyor, Tech II	Survey Crew	Technician	Clerical					Total Hours	Task Total
		Initials	151.76	162.54	115.08	137.99	114.51	135.00	82.70	59.02						
3.0	Preliminary Design (30% Design)															
3.1 to 3.5	Preliminary design plans		8.0		32.0			10.0						50	\$5,723.64	
3.6	Preliminary Construction Cost estimate		1.0		8.0									9	\$1,072.40	
3.7	Letters to Private Utility Companies		1.0		4.0				2.0					7	\$730.12	
3.8	Determine Pot hole locations and Coordinati		1.0		6.0									7	\$842.24	
OTHER DIRECT COSTS																
<b>Hours Total</b>			11.0		50.0			10.0	2.0					73		
<b>TOTALS</b>			\$1,669		\$5,754			\$827	\$118						\$8,368.40	

**EXHIBIT B**

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 CLIENT: City of Bonney Lake  
 PROJ NAME: 83rd St. Ct Septic Reduction Project  
 Job # 11015  
 DATE: February 2, 2011

		TASK 4 HOUR BREAKDOWN												
		STAFF LABOR HOURS REQUIRED BY TASK												
TASK NO.	TASK DESCRIPTION	Classification	Project Manager	Senior Engineer	Project Engineer	Project Surveyor	Surveyor, Tech II	Survey Crew	Technician	Clerical			Total Hours	Task Total
		Initials	151.76	162.54	115.08	137.99	114.51	135.00	82.70	59.02				
4.0	Final Design (90% and Final)													
	Cover Sheet		0.5		1.0			4.0					5.5	\$521.76
	Legend, Notes, Survey Control (1 Sheet)		0.5		2.0		2.0	6.0					10.5	\$1,031.26
	Typical Restoration Sections and details (1 Sheet)		6.0		16.0			10.0					32	\$3,573.84
	Sewer Main Plan & Profile (5 Sheets)		20.0		80.0			40.0					140	\$15,549.60
	Restoration/overlay Plan/Plan (2 sheets)		12.0		24.0			16.0					52	\$5,906.24
	Utility/Trench Details (1 sheet)		6.0		12.0			12.0					30	\$3,283.92
	Standard Details		0.5		4.0			8.0					12.5	\$1,197.80
	Specifications - 90%		10.0		24.0			10.0						\$5,106.52
	Specifications - Final		4.0		8.0			4.0						\$1,853.48
	Cost Estimate - 90%		2.0		10.0									\$12.00
	Cost Estimate - Final		1.0		4.0									\$5.00
<b>OTHER DIRECT COSTS</b>														
	Other Direct Costs													
	Hours		62.5		185.0		2.0		110.0				359.5	
	Total		\$9,485		\$21,290		\$229		\$9,097					
<b>TOTALS</b>														\$38,051.42



## 2011 Sewer Septic Reduction Project



City of Bonney Lake  
February 24, 2011

**City of Bonney Lake, Washington  
City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> PW / Douglas Budzynski	<b>Meeting/Workshop Date:</b> 8 March 2011	<b>Agenda Bill Number:</b> AB11-22
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2102	<b>Councilmember Sponsor:</b> Jim Rackley

**Agenda Subject:** Professional Service Agreement with PMTX for Design of the Sanitary Sewer Lift Station #17 Project.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Parametrix For The Design Of The Lift Station 17 Improvements Project.

**Administrative Recommendation:**

**Background Summary:** The City's Sewer Comprehensive Plan had identified a capital improvement project (CIP) to expand Lift Station #17's (LS-17) wet well storage capacity in order to meet the anticipated growth of the City's core area. In addition, the City's insurance company has notified the City that insurance coverage for LS-17 will not continue after 2011 with the existence & use of the underground fuel storage tank. To resolve this issue, the City is planning to install an above ground fuel storage tank that will comply with the coverage requirements given by the insurance company. The design contract will include the expansion of the well storage area, the removal of the underground fuel storage tank, and the installation of a new above ground fuel storage tank.

**Attachments:** Resolution 2102, Professional Service Agreement, Area map

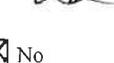
**BUDGET INFORMATION**

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$200,000.00	\$200,000.00	\$61,773.00	\$138,227.00

**Budget Explanation:** 402.088.035.594.35.63.05

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development *Approvals:*  
Date: 28 February 2011

Chair/Councilmember	Rackley		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Councilmember	McKibbin		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Councilmember	Lewis		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Forward to: **Consent**  Yes  No  
**Agenda:**  Yes  No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s): \_\_\_\_\_ Public Hearing Date(s): \_\_\_\_\_  
Meeting Date(s): March 8, 2011 Tabled to Date: \_\_\_\_\_

**APPROVALS**

**Director:**  **Mayor:** \_\_\_\_\_ **Date Reviewed by City Attorney:** \_\_\_\_\_  
(if applicable): \_\_\_\_\_

**RESOLUTION NO. 2102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH  
PARAMATRIX ENGINEERING FOR THE DESIGN EFFORT OF THE LIFT  
STATION #17 IMPROVEMENT PROJECT.**

**Whereas**, the City has approved a budget in 2011 that includes the Lift Station #17 Improvement Project; and

**Whereas**, the City has identified the need to expand the lift station's existing well storage capacity to handle increase flows to the lift station; and

**Whereas**, the City's insurance company has given notification that states continuation of insurance coverage will be terminated for Lift Station #17 if the existing underground fuel storage tank remains in use; and

**Whereas**, in response to the City's insurance company, the City is planning to replace the existing underground fuel storage tank with an above ground storage tank in conjunction with the lift station improvement project; and

**Now therefore, be it resolved;**

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with Paramatrix in the amount of \$61,773.00.

**PASSED** by the City Council this 8th day of March, 2011.

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Neil Johnson Jr., Mayor

ATTEST:

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Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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James Dionne, City Attorney

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Bonney Lake ("City") and Parametrix ("Consultant").

The parties hereby agree as follows:

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

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

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this

section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the

City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**Insurance**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

#### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits: -

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

#### **D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### **E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE

CONSULTANT

By: \_\_\_\_\_  
Neil Johnson Jr., Mayor

By:  \_\_\_\_\_  
JMO  
2/2/11

**Attachments:**

Exhibit A: Scope of Work/Deliverables/Fee  
Exhibit B: Rates

## EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:

## SCOPE OF WORK

---

### City of Bonney Lake

### Lift Station No. 17 – Wet Well Expansion & Fuel Tank Replacement

#### PROJECT OVERVIEW

The City of Bonney Lake (City) will be replacing the onsite underground fuel storage tank used with an aboveground fuel storage tank to provide a minimum of 12 hours of fuel supply to the standby generator located on the site (12-hour fuel supply will be provided for the anticipated full build out of the tributary area to the lift station). The City will also be installing additional wet well capacity to provide additional storage at the station to increase the amount of time available to maintenance staff for instances where the station must be taken offline.

#### SCHEDULE

The project is anticipated to be complete by May 31, 2011.

#### PHASE 1 – WET WELL EXPANSION AND FUEL TANK REPLACEMENT

##### Task 1 – Project Management and QA/QC

**Goal:** To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City.

**Assumption(s):** A 4-month project schedule is assumed.

**Deliverable(s):** Following are the deliverables for Task 1:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.

##### Task 2 – Survey

**Goal:** To prepare a base map of the existing Lift Station No. 17 site for use in preparing scale drawings for construction of the improvements included in this scope of work.

**Approach:** Using existing horizontal and vertical control as established for the Angeline Road Force Main project, Parametrix surveyors will map existing improvements and ground conditions at the lift station site, as well as that portion of Angeline Road abutting thereon. Mapping will include utilities, building footprint, fences, driveways, sidewalk, and landscaping. Ground conditions will be mapped at sufficient intervals to generate 1-foot contours. Boundary lines will be shown on the base map as derived from a record of survey of an adjoining parcel and recorded deed information. Parametrix will contract an underground utility locate firm to mark buried conductible utilities within the abutting road and site. An office technician will process the field data and prepare a base map.

**Assumption(s):** Following are the assumptions for Task 2:

- A title report will not be ordered for this work; boundary information will be based upon a record of survey as recorded under Auditor's fee number 200307135008, records of Pierce County.
- Property corners will not be set, nor will a Record of Survey be prepared. If encroachments or other boundary issues are found, Parametrix will consult with the City on those findings.

**Deliverable(s):** The deliverable for Task 2 is:

- A topographic base map prepared in AutoCAD Civil 3D format.

### **Task 3 – Preliminary Design**

**Goal:** To prepare a letter report documenting the design criteria, design alternatives, cost, and preferred design that will be further detailed in Task 4.

**Approach:** Parametrix will complete a preliminary design based on the field survey and the following design assumptions provided by the City's comprehensive planning and applicable design guidelines, some of which include:

- Residential Equivalents:
  - 7,538 full build-out per comprehensive plan.
  - 853 for full build-out of Easttown (not included in the Comprehensive Plan).
  - 2,424 for WSU Forest MPD (not included in the Comprehensive Plan).
- Design flows will be calculated based on the system flow values and peaking factors provided in the Comprehensive Plan.
- The existing station has a capacity of 3,060 gallons per minute (with 3 of 4 pumps running).

Using this information Parametrix will:

- Develop wet well storage volume alternatives (two alternatives included in the budget estimate).
- Calculate generator fuel volume to provide 12 hours of continuous run time at full build-out.
- Evaluate upgrading the flow measurements at the station.
- Estimate anticipated costs for the planned improvements.

**Deliverable(s):** Following are the deliverables for Task 3:

- Letter Report in PDF format.
- Site plan exhibit in PDF format.

### **Task 4 – Underground Storage Tank (UST) Removal, Permitting, and Compliance**

**Goal:** To identify the regulatory permitting and compliance requirements associated with removal of the existing underground storage tank (UST), and incorporate these requirements into the plans and specifications.

**Approach:** Parametrix will complete the following work items associated with this task:

- Obtain UST construction and fuel inventory records.
- Conduct a site visit to confirm UST layout and condition.
- Identify required permits and obtain copies of permit forms.
- Prepare a Sampling and Analysis Plan for soil and groundwater, to be followed during UST removal (per Department of Ecology regulations).
- Prepare the UST removal section of the specifications.
- Prepare the UST removal section of the engineer's estimate.

**Deliverable(s):** Following are the deliverables for Task 4:

- Compilation of permits and permit forms.
- Sampling and Analysis Plan.
- UST removal specifications.
- UST removal cost estimate.

**Assumption(s):** The Client will provide access to the UST and associated records.

## **Task 5 – Final Design**

**Goal:** To prepare contract documents for advertisement by the City to construct the approved improvements as documented in Task 3.

**Approach:** Parametrix will complete final plans, specifications, and engineer's opinion of cost for the approved design concept from Task 3. Plans are anticipated to include:

- Final Plans:
  - Cover Sheet and Legend 2 Sheets
  - Demo and TESC Plan 2 Sheets
  - Overall Site Plan 1 Sheet
  - Fuel Tank Removal Plan and Details 2 Sheets
  - Above-Ground Fuel Tank Plan and Details 1 Sheet
  - Wet Well Expansion Plan/Profile 1 Sheet
  - Flow Meter & Valve Replacement Plan and Details 1 Sheet
  - Total: 10 Sheets

Parametrix will prepare the bid schedules (two bid schedules assumed) and technical specifications for the project, and incorporate the City's legal documents (boilerplate).

Parametrix will prepare an opinion of cost and provide the estimate in Excel format to the City for use in tabulating bids.

**Deliverable(s):** Following are the deliverables for Task 5:

- Final Plans in TIFF format and three full size (22"x34") sets on bond.
- Final Contract Documents (Specifications and half-size [11"x17"] Plans) in PDF Format and one (1) reproducible original.
- Electronic files in appropriate format at project closeout.
- Engineer's opinion of cost in Excel format.

**Assumption(s):** Following are the assumptions for Task 5:

- City staff will review the final contract documents and provide a single set of comments to Parametrix for incorporation prior to advertisement.
- Final Plans will be prepared in AutoCAD Civil 3D format (2011 or later).
- Contract technical specifications will be based upon the 2010 *WSDOT Standard Specifications for Road, Bridge and Municipal Construction*.
- No stormwater mitigation will be required for the project.
- No environmental documentation is included in this scope of work or in the budget estimate.
- No permits are included in this scope of work or in the budget estimate.

**EXHIBIT B: RATES**

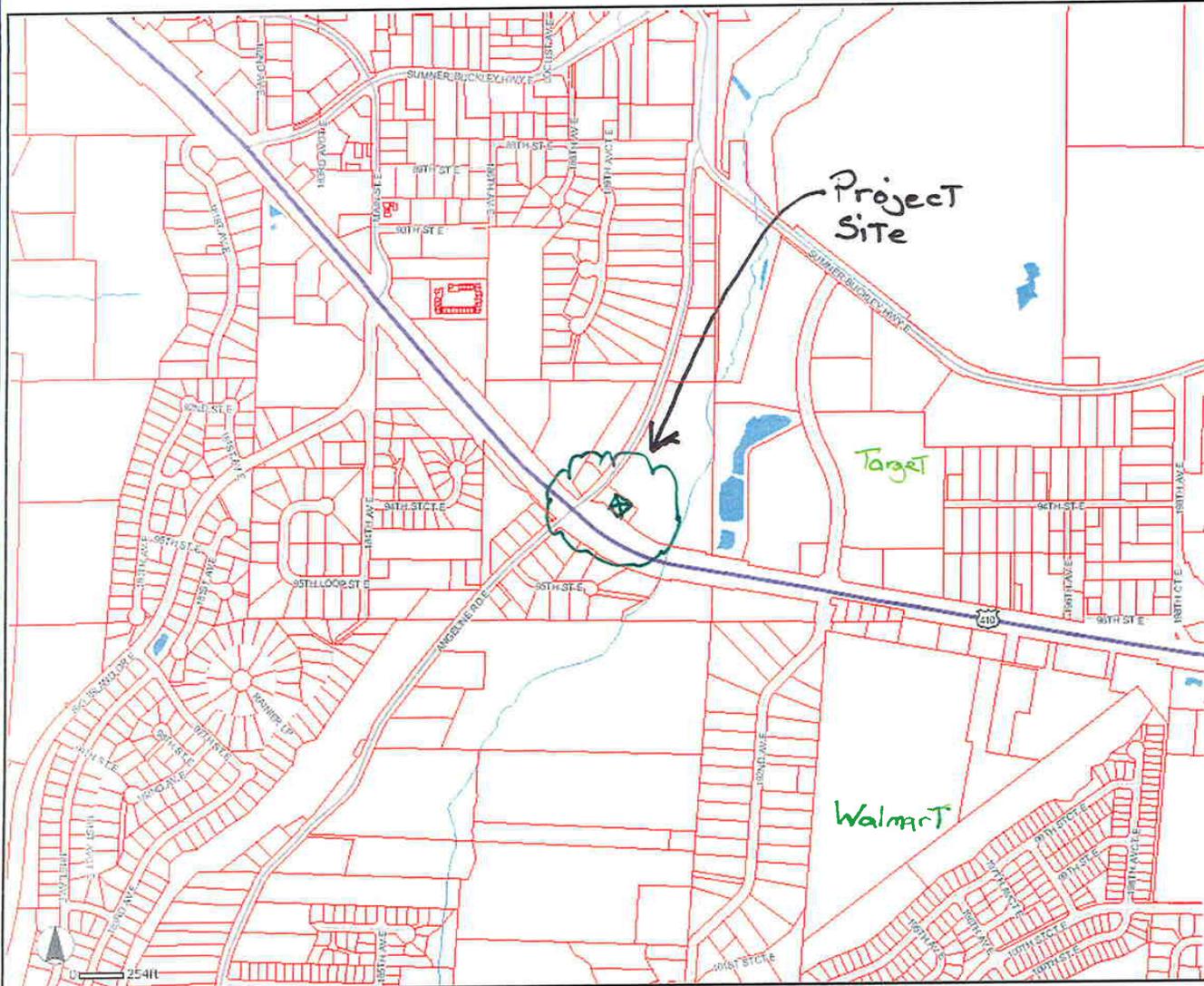
Client: City of Bonney Lake  
 Project: LS17 Wet Well Expansion  
 Project No:

Phase	Task	Description	Labor Dollars	Labor Hours	Burdened Rates:																		
					\$190.00	\$195.00	\$125.00	\$175.00	\$140.00	\$165.00	\$90.00	\$185.00	\$110.00	\$130.00	\$125.00	\$100.00	\$70.00	\$95.00	\$90.00	\$85.00			
01	01	LS 17 Wet Well Expansion	\$60,490.00	420	24	126	80	24	14	8	30	4	2	4	8	8	8	32	44	4			
		Project Management & QA/QC	\$10,350.00	66	24	8		8	4			2						12	4	4			
		Invoices	\$1,480.00	12	4													4		4			
		Meetings	\$4,340.00	24	8			4	4														
		Progress Reports	\$1,880.00	16	4													8	4				
		QA/QC	\$2,390.00	14	8																		
	02	Survey	\$3,075.00	29		1						2											
		Mapping	\$1,320.00	16									4	8	8	8							
		Drafting	\$1,600.00	8										8	8	8							
		Review/QA/QC	\$715.00	5		1								8									
	03	Preliminary Design	\$10,935.00	67		41	14		2									2	8				
		Background Data	\$670.00	4		2			2														
		Develop Wet Well Alts	\$4,900.00	28			8																
		Calculate Generator Fuel Needs	\$585.00	3			3																
		Develop Flow Meter Alts	\$2,060.00	12		8	4																
		Prepare Letter Report	\$1,500.00	12		4														8			
		Prepare Opinion of Cost	\$1,220.00	8		4	2																
	04	UST Permitting & Compliance	\$5,370.00	50					8	30	2	2						8					
		Collect Background Data	\$360.00	4						4													
		Site Visit	\$180.00	2						2													
		Identify Required Permits	\$360.00	4						4													
		Prepare Sampling/Analysis Plan	\$1,650.00	16						8		2							4				
		Specifications	\$1,570.00	14						4	8								2				
		Opinion of Cost	\$1,250.00	10						2	4	2							2				
	05	Final Design	\$30,820.00	208		76	66	16	8									10	32				
		Final Plans	\$21,280.00	136		48	64	16	8														
		Cover Sheet & Legend (2)	\$500.00	4			4																
		Demo & TEST Plans (2)	\$1,780.00	12			4	8															
		Overall Site Plan (1)	\$1,390.00	10			2	8															
		Fuel Tank Removal (2)	\$2,360.00	16			8	8															
		Fuel Tank INST. Plan (1)	\$1,180.00	20			4	8	8														
		Wet Well Exp Plan/Prof (1)	\$6,680.00	40			24	16															
		Flow Meter & Valve Repl(2)	\$5,190.00	34			6	12	8	8													
		Specifications	\$8,320.00	64			24												8	32			
		Final Opinion of Cost	\$1,220.00	8		4	2												2				
Labor Totals:			\$60,490.00	420	24	126	80	24	14	8	30	4	2	4	8	8	8	32	44	4			
					\$4,560.00	\$24,570.00	\$10,000.00	\$4,200.00	\$1,960.00	\$1,320.00	\$2,700.00	\$740.00	\$220.00	\$520.00	\$1,000.00	\$800.00	\$560.00	\$3,040.00	\$3,960.00	\$340.00			

Minimum Cost 70,733

DIRECT EXPENSES:

Description	Amount
B & W 8.5 x 11	\$540.00
B & W 11 x 17	\$132.00
Plotter Bond	\$50.00
Mileage	\$102.00
WA Survey Equipment	\$99.00
Underground Locates	\$320.00
<b>Expense Total:</b>	<b>\$1,283.00</b>
<b>Project Total:</b>	<b>\$61,773.00</b>



Legend  
□ Tax Parcels  
Site Map

Lift Station #17  
Improvement  
Project

2/19/2011

Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. **ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'.** The County makes no warranty of fitness for a particular purpose.

City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> Executive / Don Morrison	<b>Meeting/Workshop Date:</b> 8 March 2011	<b>Agenda Bill Number:</b> AB11-28
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> Ord. D11-28	<b>Councilmember Sponsor:</b> Deputy Mayor Swatman

**Agenda Subject:** At-Large System of Council Representation

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Ordinance No. D11-28 Providing For An At-Large System Of Council Representation.

**Administrative Recommendation:** Approve

**Background Summary:** RCW 35A.12.040 requires councilmembers in Code cities to be elected at-large, unless an ordinance otherwise provides for election by wards. Bonney Lake is one of the few cities in the state that had otherwise established a ward system. After reviewing the pros and cons of a ward vs. an at-large system of Council representation for several years, it is proposed to amend the BLMC to provide for all council position to be elected at large. This would be in effect for this fall's municipal elections.

**Attachments:** Ordinance D11-28; Pro and Con Sheet

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b> NA			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	<i>Approvals:</i>		Yes No
Date:	Chair/Councilmember NAME	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember NAME	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember NAME	<input type="checkbox"/>	<input type="checkbox"/>
Forward to: Workshop	<b>Consent</b>		
	<b>Agenda:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s): 2-15-2011, 3-1-2011	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> 2-4-11 (if applicable):

**ORDINANCE NO. D11-28**

**AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 2.04 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 1061, AND REPEALING ORDINANCE NOS. 1231 § 2, 1223 § 1, 1118 § 1, 1030 § 1, 923 § 2, 816 § 1, 648 § 1, 556 § 1, AND 388 § 1, RELATING TO CITY COUNCIL REPRESENTATION.**

**WHEREAS**, RCW 35A.12.040 requires councilmembers in Code cities to be elected at-large, unless an ordinance provides for election by wards; and

**WHEREAS**, the City Council has determined to abandon the combined at-large/ward system of Council representation in favor of a completely at-large system of Council representation; and

**WHEREAS**, this change requires an amendment to BLMC Chapter 2.04, Council Policies and Procedures, and a repeal of BLMC Chapter 1.12, Ward System.

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

**Section 1.** BLMC § 2.04.1060 and Section 1 of Ordinance No. 1061 are hereby amended to read as follows:

**2.04.1060 Number of councilmembers.**

The City of Bonney Lake is a noncharter code city under the laws and statutes of the State of Washington and its city council shall consist of seven members, ~~five of whom shall be elected by wards in addition to two at-large positions.~~ all of whom shall be elected at large.

**Section 2.** BLMC § 2.04.950 and Section 1 of Ordinance No. 1061 are hereby amended to read as follows:

**2.04.950 Correspondence.**

All correspondence received by the council shall be answered in a timely manner. All correspondence or phone calls from citizens received by City Hall regarding policy or legislative issues shall indicate the date received and which department they were referred to for follow up and response. Copies of the information shall be provided to ~~the council member representing the appropriate ward for their information, as well as copies provided to the two at-large councilmembers.~~ all council members.

The city clerk is authorized to open and examine all mail or other written communications addressed to the city council. No mail shall be opened which is addressed to the personal attention of any one member of the council.

**Section 3.** BLMC Chapter 1.12 and Ordinance Nos. 1231 § 2, 1223 § 1, 1118 § 1, 1030 § 1, 923 § 2, 816 § 1, 648 § 1, 556 § 1, and 388 § 1, are hereby repealed in their entirety.

**Section 4.** 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 8<sup>th</sup> day of March, 2011.**

\_\_\_\_\_  
Neil Johnson, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Harwood T. Edvalson, CMC  
City Clerk

\_\_\_\_\_  
James J. Dionne, City Attorney

Passed:  
Valid:  
Published:  
Effective Date:

# Ward System Pros and Cons

## ARGUMENTS MADE IN SUPPORT OF A WARD SYSTEM

Wards ensure that city leaders come from every section of the city

Wards give voters the feeling that they have better representation on the city council - that they know who their representative is.

The community feels more connected to its government because of the ward system

It is easier to achieve racial and economic diversity with a ward system.

At-large positions make it easier for candidates with the most name recognition to win.

Election campaign costs are cheaper with wards.

Ensures greater balance of representation for all geographic areas.

Brings politics closer to the people

Requires elected representatives to be more knowledgeable about the needs and concerns of their ward residents.

Councilors represent a more reasonable number of residents than with the at-large system.

Encourages councilors to liaise and consult with neighborhood groups and organizations.

## ARGUMENTS MADE IN SUPPORT OF AN AT-LARGE SYSTEM

The ward system creates “tunnel vision” on the Council since the primary focus is the ward, not the City as a whole.

The ward system creates a fragmented community and detracts from a sense of community and a vision of the community as a whole.

With a ward system, council members can bog down staff and budget processes with requests for special projects or services in their wards.

Ward system accentuates divisions within council.

In ward system residents may have to work with a councilor they do not know or like

Easier for Council member to play NIMBY (Not in my back yard)

Ward system more costly to administer and manage.

Councilors view city needs as a whole from a long-term perspective; most issues affect the city at large

More likely to make balanced decisions, especially with budgets

System promotes the election of the best candidates

Easy to administer and understand

Least costly system to manage

Everyone is accountable for all areas of the city

Councilors focus on city-wide issues and are more strategic in their thinking

Reduces perceived power of ‘ward bosses’

Electors can vote for all councilors and the mayor.