

CITY COUNCIL MEETING

**April 26, 2011
7:00 P.M.**

AGENDA

City of



“Where Dreams Can Soar”

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

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

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

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

A. Flag Salute – Mayor Neil Johnson, Jr.

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember 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:** April 5, 2011 Council Workshop and April 12, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** #60899 thru 60927 (including wire transfer #'s 4042011 & 40420111) in the amount of \$502,259.97; Accounts Payable checks/vouchers #60928 thru 60980 (including wire transfer #'s 4142011 & 41420111) in the amount of \$332,187.00 for a grand total of \$834,446.97. Voided Checks: #60697 – wrong amount. Replaced with check # 60943.
- C. **Approval of Payroll:** Payroll for April 1st-15th 2011 for checks 29714-29737 including Direct Deposits and Electronic Transfers in the amount of \$ 403,015.45
- Page 17 D. **AB11-44 – Resolution 2115** – 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 Concession Stand At Allan Yorke Park.
- Page 29 E. **AB11-46 – Resolution 2117** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Extension To The Agreement With Coldwell Banker Commercial/Offenbecher For Leasing Agent Services For Interim Justice Center.
- Page 31 F. **AB11-50 – Resolution 2118** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Award A Contract To Cannon Construction Inc. To Construct The Utility Trench And Conduit Installation Project.
- Page 67 G. **AB11-51 – Resolution 2119** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Paramatrix Engineering For The Surveying Effort For The Utility Trench & Conduit Contract For Charlotte Kontos.
- Page 83 H. **AB11-52 – Resolution 2120** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Initiating A Comprehensive Plan Amendment And Area-Wide Rezone For The Midtown Neighborhood.

V. FINANCE COMMITTEE ISSUES: None

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES:

- Page 87 **A. AB11-48 – Ordinance D11-48** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Revising Chapter 10.16 Of The Bonney Lake Municipal Code With Regards To The Regulation Of Recreational Vehicles.

VIII. FULL COUNCIL ISSUES:

- Page 93 **A. AB11-49 – Ordinance D11-49** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 13.16 of The Bonney Lake Municipal Code and Ordinance Nos. 898 and 1327 Relating to Developer Extensions and Latecomer Agreements.

- Page 107 **B. AB11-53 – Ordinance D11-53** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Editing Bonney Lake Municipal Code Chapter 2.04 To Change The Regular Meeting Location Of The Council Finance Committee Meetings And Regular Council Meetings And Workshops.

- 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

**April 5, 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*

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 5:30 p.m.
- II. Roll Call:** [A1.3]

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

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

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

Motion approved 6-0.

III. Agenda Items:

5:31:22

A. Presentation:

Dave Janis from Bicycle Alliance of Washington asked to postpone the presentation to later in the Workshop until Director Leaf arrived. By consensus, Council agreed to amend the agenda to move Open Discussion to item 1.

Finance Exit Audit: Councilmember Rackley said he attended the exit audit with the state auditors. He said the audit went well and congratulated the Finance Department. Director Juarez thanked the Finance Committee and said his staff has worked very hard over the last two years.

Justice Center Council Chambers: Deputy Mayor Swatman told Council that the dais at the Justice Center is curved. He said it is planned for the Council to sit at the dais for both Council Meetings and Workshops. Deputy Mayor Swatman thanked Assistant Fire Chief Barry Barquest for all his assistance in getting the Justice Center ready for occupants.

Community Development Committee: Councilmember Rackley said the CDC meetings are now being held on Tuesday in the City Hall Annex conference room at 4:00pm, before Council Workshops.

Bonney Lake Historical Society: Councilmember Hamilton said the Historical Society has compiled a book of Bonney Lake's history and is taking pre-orders for the books, which cost \$21.99 each. He suggested the City purchase books to send to state representatives.

Midtown Park Trail: Councilmember Hamilton distributed a packet with photos of the WSU Forest. He asked about an easement or a right-of-way through "the green gate" that surrounds the Pierce County storm water pond. He said it would make it easier for law enforcement and maintenance if the City could drive into the area. Director Grigsby said the road belongs to Pierce County as part of the right-of-way. Director Leaf said in the past the County has not been receptive to allowing the City access through the gates. He said if the City annexes both sides of the road then the City would acquire the storm water pond also. Mayor Johnson asked Director Vodopich to check with Weyerhaeuser to see if they had an easement through the gates.

Sky Island Home Owners Association: Councilmember Hamilton said the Council received a letter from the Sky Island HOA president, Ron Weigelt. He said the HOA is requesting trees planted on the steep slope. He asked if the HOA is aware that the slopes are the HOA's responsibility and liability. Director Vodopich said his office has been working with Mr. Weigelt, and he informed Mr. Weigelt the HOA must get a geological technical report before they can plant anything on the slope.

Families First Coalition: Councilmember Carter said the Coalition is having a Job Resource Fair at Daffodil Elementary on April 11, 2011 from 6:00 to 7:30pm sponsored by the Sumner-Bonney Lake Family Center. Councilmember Carter said that Lindquist Dental received two awards, one from the Boys and Girls Club and one from the Families First Coalition, for providing low or no cost dental care for children in the area.

Alcoholism Awareness Month: Councilmember Carter said April is Alcoholism Awareness month. She has provided fliers and handouts to the Police Department and the Court, and offered to send information to the other City buildings.

Bonney Lake Food Bank: Councilmember Carter said the Bonney Lake Food Bank is low on funds and food. She said the food bank will have a canned food drive later this month. She said the Puyallup Spring Fair will also be having a canned food drive on Saturday, April 16, 2011, in connection with a demonstration from Sandra Lee from the Food Network.

Abatement: Councilmember Carter suggested when a citizen obtains a demolition permit some of the funds go into an abatement fund.

Lake Tapps Plan: Councilmember Carter said the Public Safety Committee reviewed Cascade Water Alliances' Lake Tapps Plan. She said the City has already completed many of the recommendations from the plan. She said the committee will provide a

fact sheet to the Executive Department. Mayor Johnson thanked Director Grigsby for his hard work on this project.

City Boards and Commissions: Mayor Johnson said the City has received enough applications to fill the Park Board, Planning Commission and Design Commission vacancies. City Administrator Morrison said the appointments are on the next Council meeting agenda.

Parking at the Justice Center: Councilmember Carter asked about proper parking in the street and overflow parking around the Justice Center. Director Vodopich said citizens can park on the south side of 90th St. He said when court notices are sent out they will include a flyer giving people the option of parking at the park and ride or the gravel lot behind the Annex. He said the flyer also reminds people not to park in the Grocery Outlet parking lot or the lots of the office building next to the Justice Center. City Administrator Morrison said the City is still working on getting an easement through to the gravel parking lot behind the Annex.

6:05:41

B. **Presentation:** Safe Routes to School Education Program – Safety Audits.

Community Services Director Leaf said the education portion of the Safe Routes to School project is complete. He said the Bicycle Alliance has completed the bicycle and walking audits of the area schools, and the full report is available on the City website.

Dave Janis from the Bicycle Alliance presented the audit findings to the Council. He said the purpose of the audit is to see how safe the area schools are regarding walking and riding bikes to and from school. He said studies have shown that children who exercise before school do better in school. He said the areas that have been identified for improvement are connectivity, safety, accessibility and routes to and from the schools. He said there has been a high level of interest and enthusiasm from students and parents. He said the City could add the recommendations to their non-motorized transportation plan in order to apply for grant funding. Mr. Janis thanked Director Leaf for his support and hard work.

6:21:35

C. **Review of Council Minutes:** March 15, 2011 Council Workshop, and March 22, 2011 Council Meeting

The minutes were forwarded to the April 12, 2011 Meeting for Council action with no changes.

6:21:52

D. **Discussion:** Eastown ULA Process.

Deputy Mayor Swatman said the Finance Committee reviewed this item, and suggested 5% as a substantial contribution from property owners. Councilmember Hamilton said the language is unclear, and he wants to know where the balance of the money from the City is coming from. He said he would want to make sure that the other important projects in the City will not suffer and that sewer rates will not increase. He asked if this ULA would set a precedent for future developers. City Attorney Dionne said he did not believe this would set a precedent. He said the contribution could not be de minimis. He believed the City could support the 5% contribution as being substantial. Deputy Mayor Swatman asked if the easements

could count as a citizen’s contribution. City Attorney Dionne said if not all land owners are expected to provide an easement then it could be considered as part of their contribution, but if a land owner contributed land for something bigger such as the lift station, that could be considered as part of that land owner’s contribution. City Administrator Morrison said the City is working on a new ordinance to lay out all the requirements for developer extension agreements. Director Grigsby said once the preliminary costs are put forward, then the City can make a decision to either move forward or not. He said after the project is finished the City would then update the cost to establish a ULA. He said some of the projects scheduled are a higher priority than the Eastown sewers and some are lower. He said the City will need to work with the bonding company and figure out how far the City wants to go into debt and if the SDC charges will cover the cost of the debt service payment. He asked if the build out of the Eastown sewers would be a benefit to all citizens and if a fee could be added to all citizens’ sewer bills. Councilmember Rackley said this is the time to move forward with this project. He said building in this economy will save the City money. He said he is encouraged by the sale of Cascadia and the WSU Medical Building. Deputy Mayor Swatman said the City needs to put an offer forward to the property owners and see if the property owners want to move forward.

Mayor Johnson left the meeting at 6:45pm.

6:48:41 **IV. Executive Session:** RCW 42.30.110(i) – The Council recessed to an executive session with the City Attorney at 6:48p.m. for 20 minutes to discuss potential litigation. The meeting resumed at 7:08pm.

III. Agenda Items: (continued)

7:08:38 **E. Discussion** Appeal of Pierce County Boundary Review Board Decision on Comprehensive Urban Growth Area Annexation.

Councilmember Rackley moved to suspend the rules and allow item 5, Appeal of Pierce County Boundary Review Board Decision on Comprehensive Urban Growth Area Annexation, to be added to the agenda as an action item. Councilmember Decker seconded the motion.

Motion approved 6 – 0.

Councilmember Decker moved to approve the motion for the City Attorney to appeal the Pierce County Boundary Review Board Decision on Comprehensive Urban Growth Area Annexation. Councilmember Rackley seconded the motion.

Motion approved 6 – 0.

7:09:49 **V. Adjournment:**

At 7:09 p.m. Councilmember Rackley moved to adjourn the Workshop. Councilmember McKibbin seconded the motion.

Motion to adjourn approved 6 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items submitted to Council at the April 5, 2011 Workshop:

- City of Bonney Lake –Midtown Park Plan – Councilmember Hamilton.

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CITY COUNCIL MEETING

**April 12, 2011
7:00 P.M.**

MINUTES



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

Audio Time Stamp ↓

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

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

a. **AB11-47** – A Motion of the Bonney Lake City Council Appointing the Following Commissioners and Board Members to Three-Year Terms Ending April 6, 2014:

- Design Commission – Debbie Strous-Boyd and Jamie Bendon.
- Planning Commission – David Eck and Brad Doll.
- Park Board – Fred Jacobsen, Karen Witters and Chauntelle Hellner.

**Councilmember Decker moved to approve Motion AB11-47.
Councilmember Rackley seconded the motion.**

Mayor Johnson said his goal is to keep all board and commission memberships filled, and that he hopes to fill the two remaining Park Board vacancies sometime soon.

Motion approved 7 – 0.

3. Presentations:

a. **Proclamation:** Arbor Day and Parks Appreciation.

Mayor Johnson read both proclamations aloud, and proclaimed Saturday, April 16, 2011 as Arbor Day and Parks Appreciation Day in Bonney Lake. He encouraged everyone to participate in events around the area, including the clean-up project at the City-owned portion of the WSU forest.

- D. Agenda Modifications: None.

7:09:20

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearings: None.

- B. Citizen Comments:

Debbie McDonald, P.O. Box 7125, Bonney Lake, thanked those who attended the “Death by Chocolate” fundraiser earlier in the month, which raised over \$11,000. She noted upcoming Relay for Life fundraisers, including a penny drive during the month of May, and a food donation drive at the Puyallup Spring Fair. She thanked the Council and staff for their support.

- C. Correspondence: None.

7:11:22

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 an agreement for Allan Yorke Park concessions, an extension to the Justice Center leasing agent agreement, options for utility billing and e-billing, review of the Department of Revenue audit, a Police Department grant opportunity, and the Easttown Utility Latecomers Agreements. He said the Council will review a proposed ULA ordinance and partnerships at the next Workshop.
- B. Community Development Committee: Councilmember Rackley said the committee met on Tuesday, April 5th at 4:00 p.m., the committee’s new meeting time and date. The committee reviewed its action item priorities, approved the meeting notes, and forwarded AB11-43 to the current meeting under the Consent Agenda. The committee plans to discuss geotechnical reports at their next meeting.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on April 4th and heard from five citizens who had concerns about speeding on 70th Ave E at Church Lake Drive. Chief Mitchell said they monitored speeds on the road recently, but will place the speed tubes again to gather more data. Councilmember Hamilton said about 25-30 members of Swiss Park attended to discuss the restroom facilities planned for the park. At issue is whether or not the Park will be required to install a fire hydrant. East Pierce Fire & Rescue Chief John McDonald told attendees that he would not have an issue if the City waived the requirement for the Park to install a hydrant as part of a revised development agreement. Mayor Johnson said the City has been working with the park for about 6 months and hopes to resolve these issues. Councilmember Rackley expressed concerns about exempting one party from installing a hydrant, and suggested the item be discussed at a future Workshop.

Mayor Johnson said he would be happy to have staff work on a solution to bring to Council for approval.

Councilmember Hamilton said the committee also discussed the Lake Tapps Management plan, and heard a report from East Pierce Fire & Rescue Chief McDonald regarding address signage for properties on the lake.

D. Other Reports:

Community Events: Councilmember Lewis attended the Communities for Families meeting on April 7, 2011. He announced an upcoming immunization clinic at the Sumner Family Center on April 20, 2011, from 1:30 to 3:30 p.m., with fees on a sliding scale. He said on April 24, 2011, they are hosting a free Easter dinner from 2:00-4:00 p.m., which will include music, games, and an egg hunt.

Councilmember Carter attended the Families First Coalition meeting at White River School District on March 28, 2011. She also attended the MS Walk at Fort Steilacoom on April 9th along with other members of the community. She said she looks forward to a time when the City has a similar trail system and can host events, as well as a YMCA for residents to use.

Mayor Johnson: Mayor Johnson said he will not be able to attend the next workshop.

7:31:10

IV. **CONSENT AGENDA:**

- A. **Approval of Minutes:** March 15, 2011 Council Workshop and March 22, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** #60766 thru 60835 (including wire transfer #'s 3032011, 3152011, 3212011, 7192793 & 20110316) in the amount of \$802,810.97; Accounts Payable checks/vouchers #60836 thru 60876 in the amount of \$129,315.00; Accounts Payable checks/vouchers #60877 thru 60898 in the amount of \$2,759.23; Accounts Payable wire transfer #3182011 in the amount of \$42,865.94 for a grand total of \$977,751.14.
- C. **Approval of Payroll:** Payroll for March 1st-15th 2011 for checks **29662-29684** including Direct Deposits and Electronic Transfers in the amount of **\$404,900.74**. Payroll for March 16th-31st 2011 for checks **29685-29713** including Direct Deposits and Electronic Transfers in the amount of **\$622,626.98**.
- D. **AB11-13 – Resolution 2095** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Comcast To Provide Enterprise Internet Access For A Term Of 36 Months With A Monthly Charge Of \$1,011.50.
- E. **AB11-43** – A Motion Of The Bonney Lake City Council, Accepting as Complete the TWD Intertie S Prairie Road E Waterline Project Constructed by Mountain West Construction.

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

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: *None.*

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: *None.*

VII. PUBLIC SAFETY COMMITTEE ISSUES: *None.*

7:31:17

VIII. FULL COUNCIL ISSUES:

- A. **AB11-38 – Resolution 2111** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring As Surplus The Real Property Located At XXX 181st Ave East, Bonney Lake, WA, Parcel No. 3675000062, With A Current Assessed Value Of \$5,300 And Authorizing The Mayor To Sell Said Parcel By Public Auction Or Through Other Formal Bidding Procedures As Established By BLMC 2.70.100, With A Minimum Bid Of \$2,150.

Councilmember Lewis moved to approve Resolution 2111. Councilmember Decker seconded the motion.

Deputy Mayor Swatman asked why the minimum bid is below the assessed value for the property. City Administrator Morrison said the assessed value is for the land and a building, which is actually a shed that is in poor condition and could be torn down. Councilmember Rackley suggested that the City simply put the property up for sale and see if there are any offers. Councilmember Lewis suggested the City start with a higher bid, and re-advertise at a lower price if it did not sell at that price. City Administrator Morrison said the most likely buyer is the property owner whose land adjoins this smaller parcel. He confirmed that the assessed value of the land alone, without the building, is \$4,300.

Councilmember Hamilton moved to amend Resolution 2111 to set the minimum bid at \$4,300. Councilmember Rackley seconded the motion.

Councilmember Decker said the City is no longer using the land and it offers no value, so it should be sold as soon as possible. Deputy Mayor Swatman said \$4,300 is a reasonable amount at slightly less than \$1 per square foot. Public Works Director Grigsby said the site includes a cement pad and small shed that was previously used as a pump house, but the water rights and pump were relocated to Grainger Springs. City Administrator Morrison confirmed that the property can be sold as-is with the building still on it.

**Motion to amend Resolution
2111 approved 7 – 0.**

**Resolution 2111 approved
as amended 7 – 0.**

IX. EXECUTIVE SESSION: *None*

7:44:30

X. ADJOURNMENT:

At 7:44 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items presented to Council at the April 12, 2011 Meeting: *None.*

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

Department/Staff Contact: Community Services / Gary Leaf	Meeting/Workshop Date: 26 April 2011	Agenda Bill Number: AB11-44
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2115	Councilmember Sponsor: N/A

Agenda Subject: Concession Stand

Full Title/Motion: A Motion 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 Concession Stand At Allan Yorke Park .

Administrative Recommendation: Approve

Background Summary: For the past four years Bonney Lake Community Resources (AKA Bonney Lake Food Bank) has managed the City of Bonney Lake's concession stand at Allan Yorke Park. BLCR also operates a subsidized lunch program out of the concession stand for low-income children throughout the Bonney Lake area. There has been no charge to BLCR to use the concession stand in the past. Due to the public service nature of BLCR's program, staff recommends renewing this agreement and its terms for May 2011 through April 2012.

Attachments: Yes

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
-0-	-0-	-0-	-0-

Budget Explanation: City will continue to cover utilities and maintenance costs

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Finance Committee Date: 12 April 2011	<i>Approvals:</i>	Yes	No
		Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Jim Rackley	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Mark Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 4/26/11	Tabled to Date:

APPROVALS

Director: Gary Leaf	Mayor:	Date Reviewed by City Attorney: N/A (if applicable):
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RESOLUTION NO. 2115

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 CONCESSION STAND AT ALLAN YORKE PARK.

WHEREAS, Bonney Lake Community Resources has satisfactorily operated the concession stand at Allan Yorke Park since 2007; and

WHEREAS, Bonney Lake Community Resources is a 501(c)3 nonprofit organization; and

WHEREAS, Bonney Lake Community Resources plans to continue to provide a public service by operating a subsidized lunch program for low-income children out of the concession stand;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Agreement between the City of Bonney Lake and Bonney Lake Community Resources, attached hereto and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL this 26th day of April, 2011.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

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

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

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

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

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

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

I. Grant, Term, and Operation of Concession

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

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

1.2 The term of the concession shall be from **May 1, 2011** , to **April 30, 2012**. Concessionaire shall notify the City, in writing, at least 90 days prior to expiration of the term of this agreement, its desire to continue or cancel this contract for the next year. Renewal will be at the City's discretion. In the event of termination of this Agreement, for any reason, prior to the termination date specified in this section, no refund shall be made of any payment(s) already made pursuant to section 3.1 of this Agreement.

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

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

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

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

II. Required Level of Concession Services.

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

(1) Hours of Operation shall generally be **10:00 AM** till **8:00 PM** on days when the park facilities are in use or other special times as deemed necessary by the City, from May 1, 2011 through September 8, 2011 and at other times of the year for special events. Additional hours may be made available upon City of Bonney Lake approval. Weekdays before school is out may have later openings.

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

- (a) Cold Drinks
- (b) Coffee
- (c) Candy Bars
- (d) Ice Cream Bars and Popsicles
- (e) Popcorn
- (f) Hot Dogs
- (g) Cheese Nachos

(h) Sandwiches

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

III. Responsibilities of Concessionaire

3.1 Concessionaire shall keep adequate records and make those records available to the City for purposes of verifying the gross revenue. Concessionaire shall furnish a statement of gross revenue and expenditures to the City by September 30, 2011. Concessionaire hereby authorizes the Tax Division of the State of Washington to release to the City of Bonney Lake, a statement of receipts from sales and services made at this concession as filed during the period of this contract.

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

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

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

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

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

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

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

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

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

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

IV. Non-Discrimination Policy

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

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

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

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

V. Termination by City

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

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

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

VI. Termination by Concessionaire

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

VII. No Assignment

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

VIII. Surrender

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

IX. Interpretive Provisions

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

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

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

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

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

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

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

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

ATTEST:

CITY OF BONNEY LAKE

Harwood T. Edvalson
City Clerk

Neil Johnson Jr.
Mayor

APPROVED AS TO FORM:

CONCESSIONAIRE

James J. Dionne,
City Attorney

Owner

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

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

I. APPEARANCE

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

II. IDENTIFICATION

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

III. ATTITUDE AND MANNERISMS

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

IV. EMPLOYEE CONDUCT

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

V. OPERATIONS

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

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

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

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

Department/Staff Contact: Executive / Don Morrison	Meeting/Workshop Date: 26 April 2011	Agenda Bill Number: AB11-46
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2117	Councilmember Sponsor:

Agenda Subject: Justice Center Leasing Agent Agreement Extension

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving An Extension To The Agreement With Coldwell Banker Commercial/Offenbecher For Leasing Agent Services For The Justice Center. .

Administrative Recommendation: Approve

Background Summary: Last year the City retained Coldwell Banker Commercial/Offenbecher to assist the City in leasing vacant Justice space. The original leasing agent agreement expired February 28, 2011. The City desires to extend the agreement through December 31, 2011 in a continued attempt to lease the remaining vacant first floor space in the Justice Center, as well as entertain offers to rent the remaining vacant space on the second and third floors of the Justice Center until a decision is made on future use of this vacant space, and possibly lease out the Annex if a decision is made to vacate the Annex.

Attachments: Resolution 2117; JC Leasing Agent Extension Agreement

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: NA			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee Date: 12 April 2012	<i>Approvals:</i>	Yes No
		Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Jim Rackley	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Mark Hamilton	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): April 26, 2011	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN EXTENSION TO THE AGREEMENT WITH COLDWELL BANKER COMMERCIAL/OFFENBECHER FOR LEASING AGENT SERVICES FOR INTERIM JUSTICE CENTER.

WHEREAS, the City retained Coldwell Banker Commercial/Offenbecher to assist the City in leasing vacant Justice space; and

WHEREAS, the original leasing agent agreement expired February 28, 2011, and

WHEREAS, the City desires to extend the agreement through December 31, 2011;

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 Lease Listing Agreement Extension with Coldwell Banker Commercial/Offenbecher for IJC leasing services.

PASSED by the City Council this 26th day of April, 2011.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 26 April 2011	Agenda Bill Number: AB11-50
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2118	Councilmember Sponsor: James Rackley

Agenda Subject: Award Contract to Cannon Construction, Inc. for the Utility Trench and Conduit Installation Project.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Contract To Cannon Construction, Inc. For The Utility Trench And Conduit Installation Project.

Administrative Recommendation:

Background Summary: The City of Bonney Lake Council approved by resolution 2067 an easement acquisition from Charlotte Kontos to access the future lift station site off of 96th Street East from her current driveway. Within that agreement the city is required to re-route the dry utilities for Ms. Kontos from the current alignment off of 96th Street East to the service lines located in the Mountain Creek Subdivision. This contract will fulfill that portion of the easement agreement.
Attachments: Resolution, Agreement, Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$50,000	\$50,000	\$36,025	\$13,975
Budget Explanation: 402.022.035.594.35.61.04			
Contract bid amount: \$32,750			
Construction Contingency (10%): \$3,275			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Community Development Date: 19 April 2011	<i>Approvals:</i> Chair/Councilmember James Rackley Councilmember Randy McKibbin Councilmember Donn Lewis	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 2px 5px;">Yes</td> <td style="padding: 2px 5px;">No</td> </tr> <tr> <td style="text-align: center; padding: 2px 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 2px 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center; padding: 2px 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 2px 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center; padding: 2px 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 2px 5px;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>					
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<input type="checkbox"/>	<input type="checkbox"/>										
Forward to:		Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed

RESOLUTION NO. 2118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO AWARD A CONTRACT TO CANNON CONSTRUCTION INC. TO CONSTRUCT THE UTILITY TRENCH AND CONDUIT INSTALLATION PROJECT.

Whereas, the City Council approved Resolution 2067 on the 14th day of September 2010 approving the easement acquisition from Charlotte Kontos; and

Whereas, per the easement agreement the city is required to re-route the dry utilities for Charlotte Kontos from the current alignment off of 96th Street East to the service lines located in the Mountain Creek Subdivision; and

Now therefore, be it resolved; by the City Council of the City of Bonney Lake, Pierce County, that the Mayor is hereby authorized to sign this agreement with Cannon Construction Incorporated for the sum of \$32,750 to install the conduits and associated appurtenances required to accommodate the easement agreement.

Be it further resolved; that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency (\$3,275) amount based on the contract.

PASSED and adopted by the City Council this 26th day of April 2011.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____ 2011 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

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

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

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

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

1. SCOPE OF WORK.

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

2. TERM.

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

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

4. REPORTS AND INSPECTIONS.

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. CONTRACTOR EMPLOYEES/AGENTS

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

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

A. Minimum Scope of Insurance

The CONTRACTOR shall obtain insurance of the types described below:

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

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

CONTRACTOR shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
4. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

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

11. NONDISCRIMINATION AND LEGAL COMPLIANCE.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for

training; and rendition of services. Contractor understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Contractor shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

E. The contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986.

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. CHANGES.

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

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. RETAINAGE.

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

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

18. PERFORMANCE BOND.

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

19. PREVAILING WAGE.

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

20. TERMINATION.

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

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

21. NOTICE.

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

22. ATTORNEYS FEES AND COSTS.

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

23. JURISDICTION AND VENUE.

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

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

24. SEVERABILITY.

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

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

25. ENTIRE AGREEMENT.

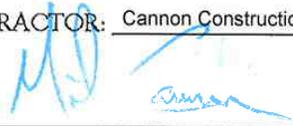
The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

CITY OF BONNEY LAKE

CONTRACTOR: Cannon Construction, Inc.

Neil Johnson Jr., Mayor



Michael Cannon, President

UBI Number 601-590-363

Date: _____

Date: April 12, 2011

EXHIBIT "A" (Scope of Work)
EXHIBIT "B" (Bid Proposal)
EXHIBIT "C" (Prevailing Wage Rates)
EXHIBIT "D" (Kontos Project Plan View)
EXHIBIT "E" (PSE Trench Detail)

EXHIBIT "A"

Scope of Work

The Contractor shall install three utility conduit (electrical, telephone, cable) runs in a utility trench (see Exhibit E for trench detail) to serve the Tax Parcel Number 0520354025 owned by Charlotte Kontos. Each conduit will be 2 inch in diameter and made of materials approved by the utility companies. The contractor will provide the conduit necessary for the phone and cable runs, PSE will furnish conduit materials and specifications to the contractor for the electric distribution system conduit.

The telephone and cable conduit runs will begin near the intersection of 225th Avenue East and 92nd Street East of the Mountain Creek Subdivision through the City of Bonney Lake owned property where Lift Station 9 resides (see attached Exhibit D for Plan View). At that location the utility trench will pick up the PSE distribution system electrical conduit run at the transformers on the City of Bonney Lake property and follow in the utility trench. The electrical and phone conduits will end at the existing transformer and the existing underground phone line located on Tax Parcel Number 0520354025 (Kontos property). The cable conduit run will continue to the Kontos residence.

The phone conduit run will require two pull boxes (City provided) located as depicted on the site plan. The phone conduit will end at the existing phone line at the edge of the Kontos driveway and another pull box will be required at the terminus of that run and the existing phone line. The conduit will require a 36 inch radius sweep into the pull box locations.

The cable conduit run will require three locations for future pull boxes to be installed by the cable company. The conduits installed by the city's contractor will install the 36 inch radius sweeps at the three locations shown on the site plan. The final conduit run will end at the Kontos dwelling as defined by the city's surveyor. The conduit ends will require plugs until the cable company occupies the conduit with the future pull boxes.

Conduit runs (telephone and cable) from the existing utility hand holds on 225th Avenue East will cross two residential driveways (7001650930 and 7001650950) before accessing the City of Bonney Lake tax parcel 7001651220. Cutting the driveway approaches to install the two conduit runs ***will not be allowed***. Extreme care to protect existing landscaping along the frontage of these two residences is required; any damage will be at contractor's expense to repair. All disturbed vegetation or impervious surfaces will be replaced in kind. Hydro-seeding is an appropriate method for grass sod replacement. Compaction of trench section will be required, minimum compaction effort will be 95% in the areas requiring impervious surfacing and 90% compaction effort in pervious surfacing locations.

All conduit runs will be inspected and approved before the contractor buries the newly installed conduit runs. The contractor will be required to install 200 pound mule tape in all three conduit runs to pull the required services to the points of connection.

All conduit and cables will comply with current Labor and Industry (L&I) standards and be approved by the appropriate inspector before final acceptance of the work under this contract. Contractor shall obtain for all permits required for his portion of the work.

The city will provide the initial survey centerline staking for this effort; any re-staking of the easement location on Lift Station 9 (Tax Parcel Number 0520354038) and the Kontos Property (Tax Parcel Number 0520354025) will be at the expense of the contractor.

The City of Bonney Lake will obtain the right of way permit from Pierce County for work performed within their right of way on 225th Ave East.

The Kontos family will remove a section of the property fencing in the vicinity of the utility trench centerline staking from the city owned parcel to the Kontos parcel for the purpose of installing the utility trench and will reinstall the fencing after construction activities are complete and approved.

Erosion control methods will be employed by the contractor and it is their responsibility to comply with all requirements per the NPDES Phase 2.

Work should be completed within twenty working days from the date of the Notice to Proceed.

EXHIBIT "B" Bid Proposal

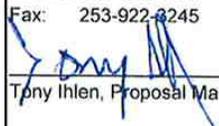
Listed below are the approximate conduit lengths for the three utility runs as well as other miscellaneous bid items. All conduit sweeps incidental. Traffic Control Plan (TCP) is required by the contractor to be submitted and approved before work can commence. Permitting for work in the Pierce County ROW has to be obtained through the City of Bonney Lake which will require the TCP.

<u>Work Items</u>	<u>Approximate Length (feet)</u>
Conduit	
Electrical	Provided by PSE includes 2 Pull Boxes
Phone	490 (shall be grey 2" Schedule 40 PVC) Pull boxes by City
Cable	745 (shall be grey 2" Schedule 40 PVC) No Pull boxes
Bore length	40
Asphalt cutting	165

Tree Removals	5 (on Kontos Property)
Asphalt patch (2" thick)	4 tons of HMA
Hydro-seed	350 sq yd
CSTC (driveway trench repair for cable run) --	20 cu yd

Lump Sum Bid Price to complete job:	<u>\$30,115.00</u>
Sales Tax (8.7%)	<u>\$ 2,620.00</u>
Total Bid	<u>\$32,735.00</u>

Cannon Construction, Inc.
 406 Porter Way
 Milton, WA 98354
 Phone: 253-922-2787
 Fax: 253-922-3245



 Tony Ihlen, Proposal Manager

Tom Sheppard 253-606-1763

Exhibit "C"

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 3/22/2011

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Pierce	Asbestos Abatement Workers	Journey Level	\$40.03	5D	1H	
Pierce	Boilermakers	Journey Level	\$59.69	5N	1C	
Pierce	Brick Mason	Brick And Block Finisher	\$40.21	5A	1M	
Pierce	Brick Mason	Journey Level	\$47.47	5A	1M	
Pierce	Brick Mason	Pointer-Caulker-Cleaner	\$47.47	5A	1M	
Pierce	Building Service Employees	Janitor	\$9.37		1	
Pierce	Building Service Employees	Shampooer	\$10.08		1	
Pierce	Building Service Employees	Waxer	\$10.08		1	
Pierce	Building Service Employees	Window Cleaner	\$13.22		1	
Pierce	Cabinet Makers (In Shop)	Journey Level	\$28.36		1	
Pierce	Carpenters	Acoustical Worker	\$48.63	5D	1M	
Pierce	Carpenters	Bridge, Dock And Wharf Carpenters	\$48.47	5A	1M	
Pierce	Carpenters	Carpenter	\$48.47	5D	1M	
Pierce	Carpenters	Creosoted Material	\$48.57	5D	1M	
Pierce	Carpenters	Floor Finisher	\$48.60	5D	1M	
Pierce	Carpenters	Floor Layer	\$48.60	5D	1M	
Pierce	Carpenters	Floor Sander	\$48.60	5D	1M	
Pierce	Carpenters	Sawfiler	\$48.60	5D	1M	
Pierce	Carpenters	Shingler	\$48.60	5D	1M	
Pierce	Carpenters	Stationary Power Saw Operator	\$48.60	5D	1M	
Pierce	Carpenters	Stationary Woodworking Tools	\$48.60	5D	1M	
Pierce	Cement Masons	Journey Level	\$49.15	7A	1M	
Pierce	Divers & Tenders	Diver	\$100.28	5D	1M	8A
Pierce	Divers & Tenders	Diver On Standby	\$56.68	5D	1M	
Pierce	Divers & Tenders	Diver Tender	\$52.23	5D	1M	
Pierce	Divers & Tenders	Surface Rcv & Rov Operator	\$52.23	5D	1M	
Pierce	Divers & Tenders	Surface Rcv & Rov Operator	\$48.67	5A	1B	

		Tender				
Pierce	Dredge Workers	Assistant Engineer	\$49.57	5D	1T	8L
Pierce	Dredge Workers	Assistant Mate(deckhand)	\$49.06	5D	1T	8L
Pierce	Dredge Workers	Engineer Welder	\$49.62	5D	1T	8L
Pierce	Dredge Workers	Leverman, Hydraulic	\$51.19	5D	1T	8L
Pierce	Dredge Workers	Maintenance	\$49.06	5D	1T	8L
Pierce	Dredge Workers	Mates And Boatmen	\$49.57	5D	1T	8L
Pierce	Dredge Workers	Oiler	\$49.19	5D	1T	8L
Pierce	Drywall Applicator	Journey Level	\$48.47	5D	1M	
Pierce	Drywall Tapers	Journey Level	\$48.79	5P	1E	
Pierce	Electrical Fixture Maintenance Workers	Journey Level	\$17.76		1	
Pierce	Electricians - Inside	Cable Splicer	\$58.14	5C	1G	
Pierce	Electricians - Inside	Journey Level	\$54.49	5C	1G	
Pierce	Electricians - Inside	Lead Covered Cable Splicer	\$61.78	5C	1G	
Pierce	Electricians - Inside	Welder	\$58.14	5C	1G	
Pierce	Electricians - Motor Shop	Craftsman	\$15.37		1	
Pierce	Electricians - Motor Shop	Journey Level	\$14.69		1	
Pierce	Electricians - Powerline Construction	Cable Splicer	\$63.04	5A	4A	
Pierce	Electricians - Powerline Construction	Certified Line Welder	\$57.61	5A	4A	
Pierce	Electricians - Powerline Construction	Groundperson	\$41.06	5A	4A	
Pierce	Electricians - Powerline Construction	Head Groundperson	\$43.33	5A	4A	
Pierce	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$57.61	5A	4A	
Pierce	Electricians - Powerline Construction	Jackhammer Operator	\$43.33	5A	4A	
Pierce	Electricians - Powerline Construction	Journey Level Lineperson	\$57.61	5A	4A	
Pierce	Electricians - Powerline Construction	Line Equipment Operator	\$48.64	5A	4A	
Pierce	Electricians - Powerline Construction	Pole Sprayer	\$57.61	5A	4A	
Pierce	Electricians - Powerline Construction	Powderperson	\$43.33	5A	4A	
Pierce	Electronic Technicians	Journey Level	\$32.39		1	
Pierce	Elevator Constructors	Mechanic	\$67.91	7D	4A	
Pierce	Elevator Constructors	Mechanic In Charge	\$73.87	7D	4A	
Pierce	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$9.28		1	
Pierce	Fence Erectors	Fence Erector	\$22.56		1	
Pierce	Flaggers	Journey Level	\$33.93	7A	1H	
Pierce	Glaziers	Journey Level	\$50.66	7L	1Y	
Pierce	Heat & Frost Insulators And	Journeyman	\$53.44	5J	1S	

	Asbestos Workers				
Pierce	Heating Equipment Mechanics	Journey Level	\$63.27	7F	1E
Pierce	Hod Carriers & Mason Tenders	Journey Level	\$41.28	7A	1H
Pierce	Industrial Engine And Machine Mechanics	Journey Level	\$15.65		1
Pierce	Industrial Power Vacuum Cleaner	Journey Level	\$9.24		1
Pierce	Inland Boatmen	Boat Operator	\$50.72	5B	1K
Pierce	Inland Boatmen	Cook	\$47.54	5B	1K
Pierce	Inland Boatmen	Deckhand	\$47.54	5B	1K
Pierce	Inland Boatmen	Deckhand Engineer	\$48.48	5B	1K
Pierce	Inland Boatmen	Launch Operator	\$49.63	5B	1K
Pierce	Inland Boatmen	Mate	\$49.63	5B	1K
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		1
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		1
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		1
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$8.67		1
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		1
Pierce	Insulation Applicators	Journey Level	\$48.47	5D	1M
Pierce	Ironworkers	Journeyman	\$57.52	7N	1O
Pierce	Laborers	Air, Gas Or Electric Vibrating Screed	\$40.03	7A	1H
Pierce	Laborers	Airtrac Drill Operator	\$41.28	7A	1H
Pierce	Laborers	Ballast Regular Machine	\$40.03	7A	1H
Pierce	Laborers	Batch Weighman	\$33.93	7A	1H
Pierce	Laborers	Brick Pavers	\$40.03	7A	1H
Pierce	Laborers	Brush Cutter	\$40.03	7A	1H
Pierce	Laborers	Brush Hog Feeder	\$40.03	7A	1H
Pierce	Laborers	Burner	\$40.03	7A	1H
Pierce	Laborers	Caisson Worker	\$41.28	7A	1H
Pierce	Laborers	Carpenter Tender	\$40.03	7A	1H
Pierce	Laborers	Caulker	\$40.03	7A	1H
Pierce	Laborers	Cement Dumper-paving	\$40.77	7A	1H
Pierce	Laborers	Cement Finisher Tender	\$40.03	7A	1H
Pierce	Laborers	Change House Or Dry Shack	\$40.03	7A	1H
Pierce	Laborers	Chipping Gun (under 30 Lbs.)	\$40.03	7A	1H
Pierce	Laborers	Chipping Gun(30 Lbs. And	\$40.77	7A	1H

		Over)				
Pierce	Laborers	Choker Setter	\$40.03	7A	1H	
Pierce	Laborers	Chuck Tender	\$40.03	7A	1H	
Pierce	Laborers	Clary Power Spreader	\$40.77	7A	1H	
Pierce	Laborers	Clean-up Laborer	\$40.03	7A	1H	
Pierce	Laborers	Compressed Air Worker 0-30 psi	\$52.08	7A	1H	8Q
Pierce	Laborers	Compressed Air Worker 30.01-44.00 psi	\$57.08	7A	1H	8Q
Pierce	Laborers	Compressed Air Worker 44.01-54.00 psi	\$60.76	7A	1H	8Q
Pierce	Laborers	Compressed Air Worker 54.01-60.00 psi	\$66.46	7A	1H	8Q
Pierce	Laborers	Compressed Air Worker 60.01-64.00 psi	\$68.58	7A	1H	8Q
Pierce	Laborers	Compressed Air Worker 64.01-68.00 psi	\$73.68	7A	1H	8Q
Pierce	Laborers	Compressed Air Worker 68.01-70.00 psi	\$75.58	7A	1H	8Q
Pierce	Laborers	Concrete Dumper/chute Operator	\$40.77	7A	1H	
Pierce	Laborers	Concrete Form Stripper	\$40.03	7A	1H	
Pierce	Laborers	Concrete Placement Crew	\$40.77	7A	1H	
Pierce	Laborers	Concrete Saw Operator/core Driller	\$40.77	7A	1H	
Pierce	Laborers	Crusher Feeder	\$33.93	7A	1H	
Pierce	Laborers	Curing Laborer	\$40.03	7A	1H	
Pierce	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$40.03	7A	1H	
Pierce	Laborers	Ditch Digger	\$40.03	7A	1H	
Pierce	Laborers	Diver	\$41.28	7A	1H	
Pierce	Laborers	Drill Operator (hydraulic, diamond)	\$40.77	7A	1H	
Pierce	Laborers	Dry Stack Walls	\$40.03	7A	1H	
Pierce	Laborers	Dump Person	\$40.03	7A	1H	
Pierce	Laborers	Epoxy Technician	\$40.03	7A	1H	
Pierce	Laborers	Erosion Control Worker	\$40.03	7A	1H	
Pierce	Laborers	Faller & Bucker Chain Saw	\$40.77	7A	1H	
Pierce	Laborers	Fine Graders	\$40.03	7A	1H	
Pierce	Laborers	Firewatch	\$33.93	7A	1H	
Pierce	Laborers	Form Setter	\$40.03	7A	1H	
Pierce	Laborers	Gabian Basket Builders	\$40.03	7A	1H	
Pierce	Laborers	General Laborer	\$40.03	7A	1H	
Pierce	Laborers	Grade Checker & Transit Person	\$41.28	7A	1H	
Pierce	Laborers	Grinders	\$40.03	7A	1H	
Pierce	Laborers	Grout Machine Tender	\$40.03	7A	1H	

Pierce	Laborers	Groutmen (pressure)including Post Tension Beams	\$40.77	7A	1H
Pierce	Laborers	Guardrail Erector	\$40.03	7A	1H
Pierce	Laborers	Hazardous Waste Worker (level A)	\$41.28	7A	1H
Pierce	Laborers	Hazardous Waste Worker (level B)	\$40.77	7A	1H
Pierce	Laborers	Hazardous Waste Worker (level C)	\$40.03	7A	1H
Pierce	Laborers	High Scaler	\$41.28	7A	1H
Pierce	Laborers	Jackhammer	\$40.77	7A	1H
Pierce	Laborers	Laserbeam Operator	\$40.77	7A	1H
Pierce	Laborers	Maintenance Person	\$40.03	7A	1H
Pierce	Laborers	Manhole Builder-mudman	\$40.77	7A	1H
Pierce	Laborers	Material Yard Person	\$40.03	7A	1H
Pierce	Laborers	Miner	\$41.28	7A	1H
Pierce	Laborers	Motorman-dinky Locomotive	\$40.77	7A	1H
Pierce	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$40.77	7A	1H
Pierce	Laborers	Pavement Breaker	\$40.77	7A	1H
Pierce	Laborers	Pilot Car	\$33.93	7A	1H
Pierce	Laborers	Pipe Layer Lead	\$41.28	7A	1H
Pierce	Laborers	Pipe Layer/tailor	\$40.77	7A	1H
Pierce	Laborers	Pipe Pot Tender	\$40.77	7A	1H
Pierce	Laborers	Pipe Reliner	\$40.77	7A	1H
Pierce	Laborers	Pipe Wrapper	\$40.77	7A	1H
Pierce	Laborers	Pot Tender	\$40.03	7A	1H
Pierce	Laborers	Powderman	\$41.28	7A	1H
Pierce	Laborers	Powderman's Helper	\$40.03	7A	1H
Pierce	Laborers	Power Jacks	\$40.77	7A	1H
Pierce	Laborers	Railroad Spike Puller - Power	\$40.77	7A	1H
Pierce	Laborers	Raker - Asphalt	\$41.28	7A	1H
Pierce	Laborers	Re-timberman	\$41.28	7A	1H
Pierce	Laborers	Remote Equipment Operator	\$40.77	7A	1H
Pierce	Laborers	Rigger/signal Person	\$40.77	7A	1H
Pierce	Laborers	Rip Rap Person	\$40.03	7A	1H
Pierce	Laborers	Rivet Buster	\$40.77	7A	1H
Pierce	Laborers	Rodder	\$40.77	7A	1H
Pierce	Laborers	Scaffold Erector	\$40.03	7A	1H
Pierce	Laborers	Scale Person	\$40.03	7A	1H
Pierce	Laborers	Sloper (over 20")	\$40.77	7A	1H
Pierce	Laborers	Sloper Sprayer	\$40.03	7A	1H

Pierce	Laborers	Spreader (concrete)	\$40.77	7A	1H	
Pierce	Laborers	Stake Hopper	\$40.03	7A	1H	
Pierce	Laborers	Stock Piler	\$40.03	7A	1H	
Pierce	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$40.77	7A	1H	
Pierce	Laborers	Tamper (multiple & Self-propelled)	\$40.77	7A	1H	
Pierce	Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	\$40.77	7A	1H	
Pierce	Laborers	Toolroom Person (at Jobsite)	\$40.03	7A	1H	
Pierce	Laborers	Topper	\$40.03	7A	1H	
Pierce	Laborers	Track Laborer	\$40.03	7A	1H	
Pierce	Laborers	Track Liner (power)	\$40.77	7A	1H	
Pierce	Laborers	Truck Spotter	\$40.03	7A	1H	
Pierce	Laborers	Tugger Operator	\$40.77	7A	1H	
Pierce	Laborers	Tunnel Work-Guage and Lock Tender	\$41.38	7A	1H	8Q
Pierce	Laborers	Tunnel Work-Miner	\$41.38	7A	1H	8Q
Pierce	Laborers	Vibrator	\$40.77	7A	1H	
Pierce	Laborers	Vinyl Seamer	\$40.03	7A	1H	
Pierce	Laborers	Watchman	\$30.84	7A	1H	
Pierce	Laborers	Welder	\$40.77	7A	1H	
Pierce	Laborers	Well Point Laborer	\$40.77	7A	1H	
Pierce	Laborers	Window Washer/cleaner	\$30.84	7A	1H	
Pierce	Laborers - Underground Sewer & Water	General Laborer & Topman	\$40.03	7A	1H	
Pierce	Laborers - Underground Sewer & Water	Pipe Layer	\$40.77	7A	1H	
Pierce	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$17.07		1	
Pierce	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$14.55		1	
Pierce	Landscape Construction	Landscaping Or Planting Laborers	\$17.07		1	
Pierce	Lathers	Journey Level	\$48.74	5D	1H	
Pierce	Marble Setters	Journey Level	\$47.47	5A	1M	
Pierce	Metal Fabrication (In Shop)	Fitter	\$15.25		1	
Pierce	Metal Fabrication (In Shop)	Laborer	\$10.32		1	
Pierce	Metal Fabrication (In Shop)	Machine Operator	\$13.98		1	
Pierce	Metal Fabrication (In Shop)	Welder	\$13.98		1	
Pierce	Millwright	Journey Level	\$49.47	5D	1M	
Pierce	Modular Buildings	Journey Level	\$8.67		1	
Pierce	Painters	Journey Level	\$34.87	6Z	2B	
Pierce	Pile Driver	Journey Level	\$48.67	5A	1M	
Pierce	Plasterers	Journey Level	\$46.63	7Q	1R	
Pierce	Playground & Park Equipment	Journey Level	\$9.73		1	

	Installers					
Pierce	Plumbers & Pipefitters	Journey Level	\$58.32	5A	1G	
Pierce	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$50.94	5D	1T	8P
Pierce	Power Equipment Operators	Asphalt Plant Operator	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Assistant Engineers	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Barrier Machine (zipper)	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Batch Plant Operator: Concrete	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Bobcat	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Brooms	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Bump Cutter	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Cableways	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Chipper	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Compressor	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Conveyors	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Crane, Friction Over 200 Tons	\$52.07	5D	1T	8P
Pierce	Power Equipment Operators	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$50.94	5D	1T	8P
Pierce	Power Equipment Operators	Cranes, 200 Tons To 300 Tons, Or 250 Ft Of Boom (including Jib With Attachments)	\$51.51	5D	1T	8P
Pierce	Power Equipment Operators	Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments	\$52.07	5D	1T	8P
Pierce	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$47.12	5D	1T	8P

Pierce	Power Equipment Operators	Cranes: Friction 100 Tons Through 199 Tons	\$51.51	5D	1T	8P
Pierce	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Crusher	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Derricks, On Building Work	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Dozer Quad 9, Hd 41, D 10 And Over	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Dozers D-9 & Under	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Drilling Machine	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Gradechecker/stakeman	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Guardrail Punch/auger	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Horizontal/directional Drill Locator	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Horizontal/directional Drill Operator	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$50.94	5D	1T	8P
Pierce	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Loaders, Plant Feed	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Loaders: Elevating Type Belt	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Locomotives, All	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Material Transfer Device	\$49.90	5D	1T	8P

Pierce	Power Equipment Operators	Mixers:asphalt Plant	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Motor Patrol Grader - Non-finishing	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Motor Patrol Graders, Finishing	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Pavement Breaker	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Posthole Digger, Mechanical	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Power Plant	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Pumps - Water	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Rigger And Bellman	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Rollagon	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Roller, Other Than Plant Mix	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Roto-mill, Roto-grinder	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Saws - Concrete	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators	Scrapers - Concrete & Carry All	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Service Engineers - Equipment	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Shotcrete/gunite Equipment	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$49.90	5D	1T	8P

Pierce	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$50.94	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$51.51	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Slipform Pavers	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Spreader, Topsider & Screedman	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Subgrader Trimmer	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Tower Bucket Elevators	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Tower Crane Over 175'in Height, Base To Boom	\$51.51	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Transporters, All Track Or Truck Type	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Trenching Machines	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Truck Crane Oiler/driver - 100 Tons And Over	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Truck Crane Oiler/driver Under 100 Tons	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Welder	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Wheel Tractors, Farmall Type	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators</u>	Yo Yo Pay Dozer	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$50.94	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Asphalt Plant Operator	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Assistant Engineers	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Barrier Machine (zipper)	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Batch Plant Operator: Concrete	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Bobcat	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Brokk - Remote Demolition Equipment	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Brooms	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Bump Cutter	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cableways	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Chipper	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Compressor	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators-Underground Sewer & Water</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$50.39	5D	1T	8P

Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Finish Machine -laser Screed	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Conveyors	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Crane, Friction Over 200 Tons	\$52.07	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$50.94	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes, 200 Tons To 300 Tons, Or 250 Ft Of Boom (including Jib With Attachments)	\$51.51	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments	\$52.07	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 20 Tons Through 44 Tons With Attachments Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: A-frame - 10 Tons And Under	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: Friction 100 Tons Through 199 Tons	\$51.51	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Crusher	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Deck Engineer /deck Winches (power)	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Derricks, On Building Work	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dozer Quad 9, Hd 41, D 10 And Over	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dozers D-9 & Under	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drilling Machine	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators-</u>	Elevator And Man-lift:	\$47.12	5D	1T	8P

	Underground Sewer & Water	Permanent And Shaft Type				
Pierce	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Grade Engineer; Using Blueprints, Cut Sheets, etc.	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch/auger	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$50.94	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Mixers:asphalt Plant	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Grader - Non- finishing	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders, Finishing	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding	\$47.12	5D	1T	8P

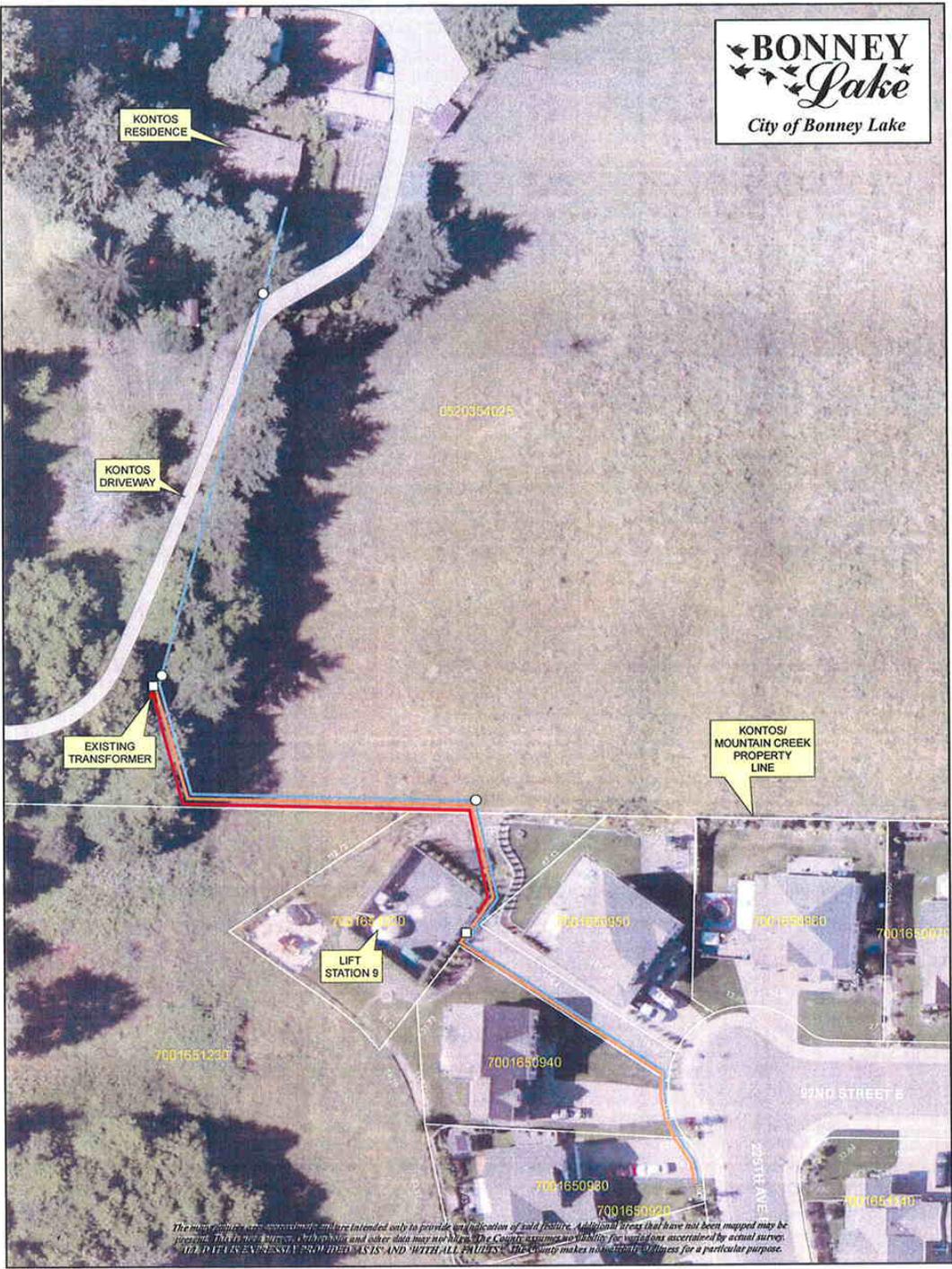
		Operator				
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pavement Breaker	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pile Driver (other Than Crane Mount)	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Plant Oiler - Asphalt, Crusher	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Posthole Digger, Mechanical	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Power Plant	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pumps - Water	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rigger And Bellman	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rollagon	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roller, Other Than Plant Mix	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roller, Plant Mix Or Multi-lift Materials	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roto-mill, Roto-grinder	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Saws - Concrete	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scraper, Self Propelled Under 45 Yards	\$49.90	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scrapers - Concrete & Carry All	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scrapers, Self-propelled: 45 Yards And Over	\$50.39	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Service Engineers - Equipment	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shotcrete/gunite Equipment	\$47.12	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$49.48	5D	1T	8P
Pierce	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$50.39	5D	1T	8P

Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$50.94	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$51.51	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Tower Crane Over 175'in Height, Base To Boom	\$51.51	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$49.90	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$49.48	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Welder	\$50.39	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$47.12	5D	1T	8P
Pierce	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$49.90	5D	1T	8P
Pierce	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$41.04	5A	4A	
Pierce	Power Line Clearance Tree Trimmers	Spray Person	\$38.98	5A	4A	
Pierce	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$41.04	5A	4A	
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer	\$36.75	5A	4A	
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$27.80	5A	4A	
Pierce	Refrigeration & Air Conditioning Mechanics	Mechanic	\$56.96	5A	1G	
Pierce	Residential Brick Mason	Journey Level	\$23.77		1	
Pierce	Residential Carpenters	Journey Level	\$38.08	5D	1M	
Pierce	Residential Cement Masons	Journey Level	\$49.15	7A	1M	
Pierce	Residential Drywall Applicators	Journey Level	\$38.08	5D	1M	
Pierce	Residential Drywall Tapers	Journey Level	\$48.79	5P	1E	
Pierce	Residential Electricians	Journey Level	\$29.70		1	

Pierce	Residential Glaziers	Journey Level	\$34.54	7L	1H	
Pierce	Residential Insulation Applicators	Journey Level	\$18.70		1	
Pierce	Residential Laborers	Journey Level	\$20.99		1	
Pierce	Residential Marble Setters	Journey Level	\$22.67		1	
Pierce	Residential Painters	Journey Level	\$26.13		1	
Pierce	Residential Plumbers & Pipefitters	Journey Level	\$43.22	5A	1G	
Pierce	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$38.78	5A	1G	
Pierce	Residential Sheet Metal Workers	Journey Level	\$37.35	7F	1R	
Pierce	Residential Soft Floor Layers	Journey Level	\$41.61	7E	1B	
Pierce	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$40.81	5C	2R	
Pierce	Residential Stone Masons	Journey Level	\$22.67		1	
Pierce	Residential Terrazzo Workers	Journey Level	\$8.67		1	
Pierce	Residential Terrazzo/Tile Finishers	Journey Level	\$19.32		1	
Pierce	Residential Tile Setters	Journey Level	\$8.67		1	
Pierce	Roofers	Journey Level	\$39.09	5A	2O	
Pierce	Roofers	Using Irritable Bituminous Materials	\$42.09	5A	2O	
Pierce	Sheet Metal Workers	Journey Level	\$63.27	7F	1E	
Pierce	Shipbuilding & Ship Repair	Boilermaker	\$33.26	7M	1H	
Pierce	Shipbuilding & Ship Repair	Carpenter	\$33.71	6E	1B	
Pierce	Shipbuilding & Ship Repair	Electrician	\$33.71	6E	1B	
Pierce	Shipbuilding & Ship Repair	Heat & Frost Insulator	\$53.44	5J	1S	
Pierce	Shipbuilding & Ship Repair	Laborer	\$19.10		1	
Pierce	Shipbuilding & Ship Repair	Machinist	\$33.71	6E	1B	
Pierce	Shipbuilding & Ship Repair	Operator	\$33.71	6E	1B	
Pierce	Shipbuilding & Ship Repair	Painter	\$33.68	6A	1R	
Pierce	Shipbuilding & Ship Repair	Pipefitter	\$33.71	6E	1B	
Pierce	Shipbuilding & Ship Repair	Rigger	\$15.77		1	
Pierce	Shipbuilding & Ship Repair	Sandblaster	\$33.68	6A	1R	
Pierce	Shipbuilding & Ship Repair	SHEET METAL	\$35.83		1	
Pierce	Shipbuilding & Ship Repair	Shipfitter	\$33.71	6E	1B	
Pierce	Shipbuilding & Ship Repair	Trucker	\$15.75		1	
Pierce	Shipbuilding & Ship Repair	Warehouse	\$13.75		1	
Pierce	Shipbuilding & Ship Repair	Welder/burner	\$33.71	6E	1B	
Pierce	Sign Makers & Installers (Electrical)	Sign Installer	\$26.17		1	
Pierce	Sign Makers & Installers (Electrical)	Sign Maker	\$20.33		1	
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Installer	\$33.43		1	

Pierce	Sign Makers & Installers (Non-Electrical)	Sign Maker	\$22.79		1	
Pierce	Soft Floor Layers	Journey Level	\$41.61	7E	1B	
Pierce	Solar Controls For Windows	Journey Level	\$10.31		1	
Pierce	Sprinkler Fitters (Fire Protection)	Journey Level	\$68.79	5C	1X	
Pierce	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		1	
Pierce	Stone Masons	Journey Level	\$47.47	5A	1M	
Pierce	Street And Parking Lot Sweeper Workers	Journey Level	\$12.06		1	
Pierce	Surveyors	All Classifications	\$35.68	Null	1	
Pierce	Telecommunication Technicians	Journey Level	\$28.29		1	
Pierce	Telephone Line Construction - Outside	Cable Splicer	\$32.27	5A	2B	
Pierce	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$18.10	5A	2B	
Pierce	Telephone Line Construction - Outside	Installer (Repairer)	\$30.94	5A	2B	
Pierce	Telephone Line Construction - Outside	Special Aparatus Installer I	\$32.27	5A	2B	
Pierce	Telephone Line Construction - Outside	Special Apparatus Installer II	\$31.62	5A	2B	
Pierce	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$32.27	5A	2B	
Pierce	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$30.02	5A	2B	
Pierce	Telephone Line Construction - Outside	Telephone Lineperson	\$30.02	5A	2B	
Pierce	Telephone Line Construction - Outside	Television Groundperson	\$17.18	5A	2B	
Pierce	Telephone Line Construction - Outside	Television Lineperson/Installer	\$22.73	5A	2B	
Pierce	Telephone Line Construction - Outside	Television System Technician	\$27.09	5A	2B	
Pierce	Telephone Line Construction - Outside	Television Technician	\$24.35	5A	2B	
Pierce	Telephone Line Construction - Outside	Tree Trimmer	\$30.02	5A	2B	
Pierce	Terrazzo Workers	Journey Level	\$46.93	5A	1M	
Pierce	Tile Setters	Journey Level	\$46.93	5A	1M	
Pierce	Tile, Marble & Terrazzo Finishers	Journey Level	\$20.74		1	
Pierce	Traffic Control Stripers	Journey Level	\$39.40	7A	1K	
Pierce	Truck Drivers	Asphalt Mix	\$22.49		1	
Pierce	Truck Drivers	Dump Truck	\$22.56		1	
Pierce	Truck Drivers	Dump Truck And Trailer	\$22.56		1	

Pierce	Truck Drivers	Other Trucks	\$30.20		1	
Pierce	Truck Drivers	Transit Mixer	\$32.41	6I	2H	
Pierce	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.09		1	
Pierce	Well Drillers & Irrigation Pump Installers	Oiler	\$15.39		1	
Pierce	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.30		1	



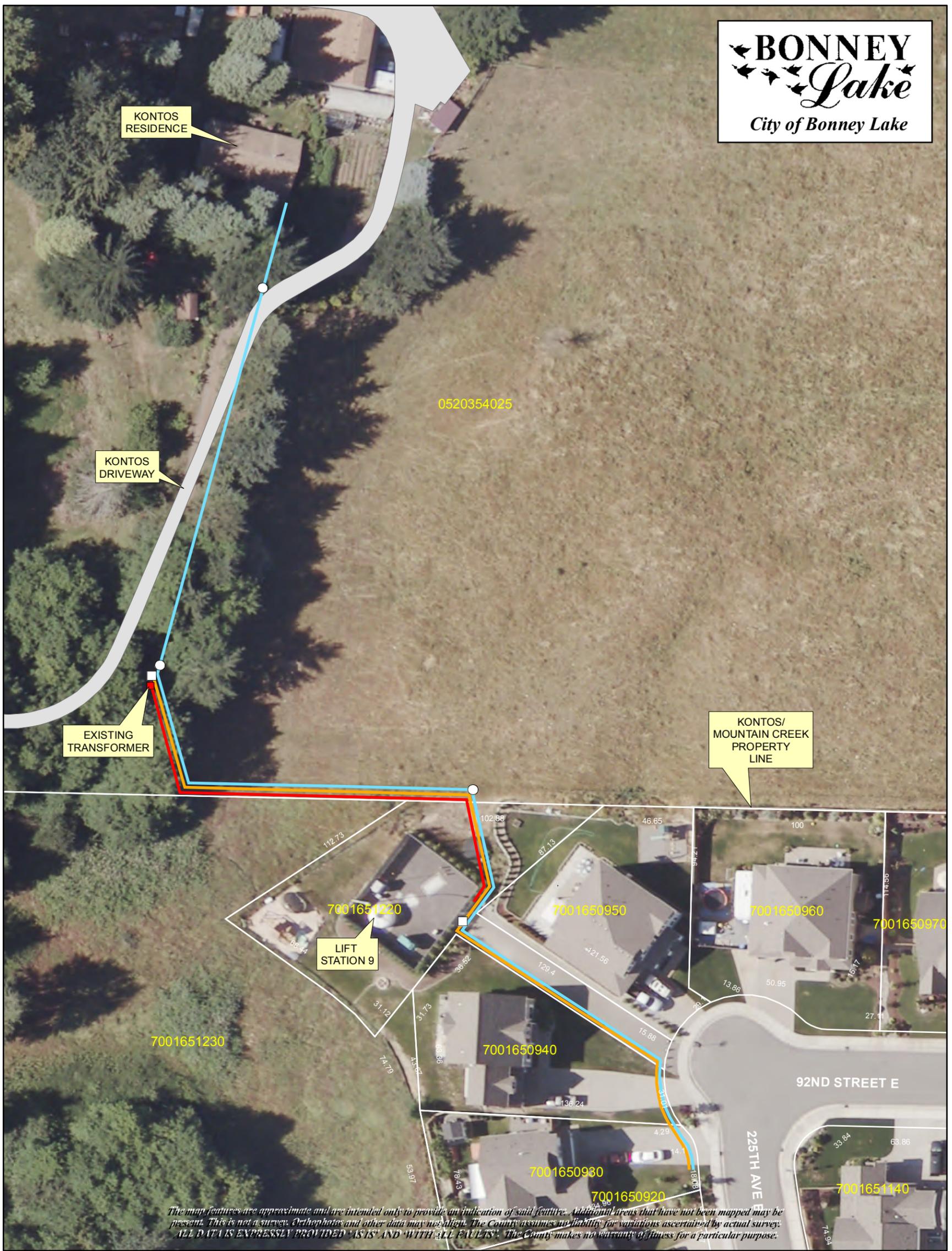
- Legend**
- Tax Parcels
 - New Power Line
 - New Phone Line
 - New Cable TV Line
 - City-Provided Pull Boxes
 - Future Pull Box Locations

Kontos Project
Adjacent to the
Mountain Creek Subdivision

EXHIBIT "D"



March 21, 2011

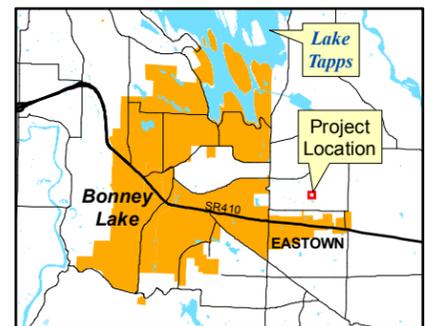


Legend

-  Tax Parcels
-  New Power Line
-  New Phone Line
-  New Cable TV Line
-  City-Provided Pull Boxes
-  Future Pull Box Locations

Kontos Project
Adjacent to the Mountain Creek Subdivision

EXHIBIT "D"



Vicinity

March 21, 2011

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 26 April 2011	Agenda Bill Number: AB11-51
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2119	Councilmember Sponsor: James Rackley

Agenda Subject: Award Contract to Parametrix, Inc. for Survey of the Utility Trench and Conduit Installation Project.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Contract To Parametrix, Inc. For The Survey Of The Utility Trench And Conduit Project.

Administrative Recommendation:

Background Summary: The City of Bonney Lake Council approved by resolution 2067 an easement acquisition from Charlotte Kontos to access the future lift station site off of 96th Street East from her current driveway. Within that agreement the city is required to re-route the dry utilities for Ms. Kontos from the current alignment off of 96th Street East to the service lines located in the Mountain Creek Subdivision. This survey/easement/as-built contract is in conjunction with the construction contract to install the underground dry utilities that will fulfill a portion of the easement agreement.

Attachments: Resolution, Agreement, Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$50,000	\$13,975	\$5,574.50	\$8,400.50
Budget Explanation: 402.022.035.594.35.61.04			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development Date: 19 April 2011	Approvals: Chair/Councilmember James Rackley Councilmember Randy McKibbin Councilmember Donn Lewis	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed

RESOLUTION NO. 2119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH PARAMATRIX ENGINEERING FOR THE SURVEYING EFFORT FOR THE UTILITY TRENCH & CONDUIT CONTRACT FOR CHARLOTTE KONTOS.

Whereas, the City has approved by Resolution 2118 the agreement with Cannon Construction Incorporated to install the conduits and associated appurtenances as required to accommodate the easement agreement with Charlotte Kontos; and

Whereas, the City has the responsibility to identify the conduit trench location for the contractor, the utility easement boundaries for the utility companies, and the as-built information for the city's files; 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 \$5,574.50.

PASSED by the City Council this 26th day of April, 2011.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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 _____ ("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: Kathleen Cassau

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:

Task 1 – Staking of Utility Corridor

A Parametrix survey crew will stake inter-visible line points along a common boundary line between the Kontos property and the City of Bonney Lake's Lift Station # 9. This information will provide an offset to the alignment (distance for which will be defined by others) for the proposed utility corridor as well as defining southerly boundary of the Kontos property. Additional staking for the new Cable TV line will continue from the existing transformer as shown on Exhibit D and continue to the Kontos residence. This alignment will be defined by others and staked in the field by Parametrix once determined.

Task 2 – As-built Locations

Once the utilities have been placed in the joint trench, and before backfilling, Parametrix surveyors will map the horizontal and vertical location of each utility at approximately 50 – foot stations including angle points along the alignment. This mapping will begin at the right-of-way limits of 225th Avenue East and continue along the proposed alignment through the City of Bonney Lake's Lift Station #9 and terminating at the Kontos residence.

Task 3 – Easement Description and Exhibit Map

From the above referenced as-built, a legal description will be prepared to provide easement coverage for that portion of the utility corridor encumbering Lift Station #9. An exhibit map will be prepared to accompany the description and delivered to the City. The preparation and recording of the conveyance document will be the responsibility of the City.

Task 4 – Project Management

Parametrix anticipates two site visits to determine location of alignment, and to provide coordination with City and Contractor.

EXHIBIT B

PARAMETRIX SURVEY CITY OF BONNEY LAKE BILLING RATE SCHEDULE APRIL 2011

<u>Classification</u>	<u>Hourly Billing Rate</u>
Principal	\$198.00
Regional Surveyor	\$176.00 - \$198.00
Project Surveyor	\$110.00 - \$150.00
Survey Office Technician	\$98.00 - \$120.00
Survey CADD Technician	\$72.00 - \$75.00
Field Survey Party Chief	\$98.00 - \$105.00
Field Survey Crew Member	\$65.00 - \$78.00
Field Survey Crew Member (Prevailing Wage)	\$82.00
Administrative Project Support	\$62.00
Expert Witness Testimony	\$250.00

Direct project expenses and reproduction costs are billed at cost plus 15%
Mileage expense is billed at current approved IRS mileage rate
Survey equipment except laser scanner billed at \$150/day
Laser Scanner is billed at \$97.40/hour



Principal's initials

PROJECT: Kontos Utility Staking and Easement

CLIENT: City of Bonney Lake

PMX # 214-1611-807			BILLING MULTIPLIER:	STAFF	Principal In Charge	Survey Division Manager	Project Surveyor PLUS	Survey Technician	GIS Technician	Party Chief	Survey Crew Member	Survey Technical Aide	TOTAL HOURS	TOTAL COST
PHASE	TASK	ORG CODE	BILL RATES		\$185.00	\$170.00	\$134.00	\$123.00	\$125.00	\$95.00	\$65.00	\$57.00		
1	1	2400												
	1		Project Management				2					2	4	\$382.00
	1		Quality Assurance/Quality Control				2						2	\$268.00
	1		Staking Property Line and Alignment					2		8	8		18	\$1,526.00
	2		As-Built Mapping and Drafting					4		8	8		20	\$1,772.00
	3		Prepare Easement and Exhibit					6					6	\$738.00
	4		Site Visit & Coordination				4						4	\$536.00
Labor Subtotal at Current Salary Rates													54	\$5,222.00
Salary Escalation				Estimated % of project completed before next salary increase						Estimated % of next salary increase		Additional Labor Cost from salary escalation		
In-House Expense			Item	Quantity	Unit Cost	Unit	Direct Cost							
			Mileage	100	\$0.505	miles	\$50.50				\$50.50			
			Survey Equipment	2	\$150.00	each	\$300.00				\$300.00			
			Plots	2	\$1.00	sheet	\$2.00				\$2.00			
						hour								
			Misc			each								
Outside Expenses				Description			Direct Cost		Markup %					
				Private Utility Locators					15%					
				Aerial Photogrammetry										
				Fees for maps and publications obtain from agencies										
				Title Company Services					15%					
				Certified Flagging Co.					15%					
Subconsultants									10%					
									10%					
									10%					
PROJECT TOTAL														\$5,574.50

Prepared By: David Ironmonger
(Project Manager)

Reviewed By: _____
(Division Manager)

Approved By: _____



Legend

-  Tax Parcels
-  New Power Line
-  New Phone Line
-  New Cable TV Line
-  City-Provided Pull Boxes
-  Future Pull Box Locations

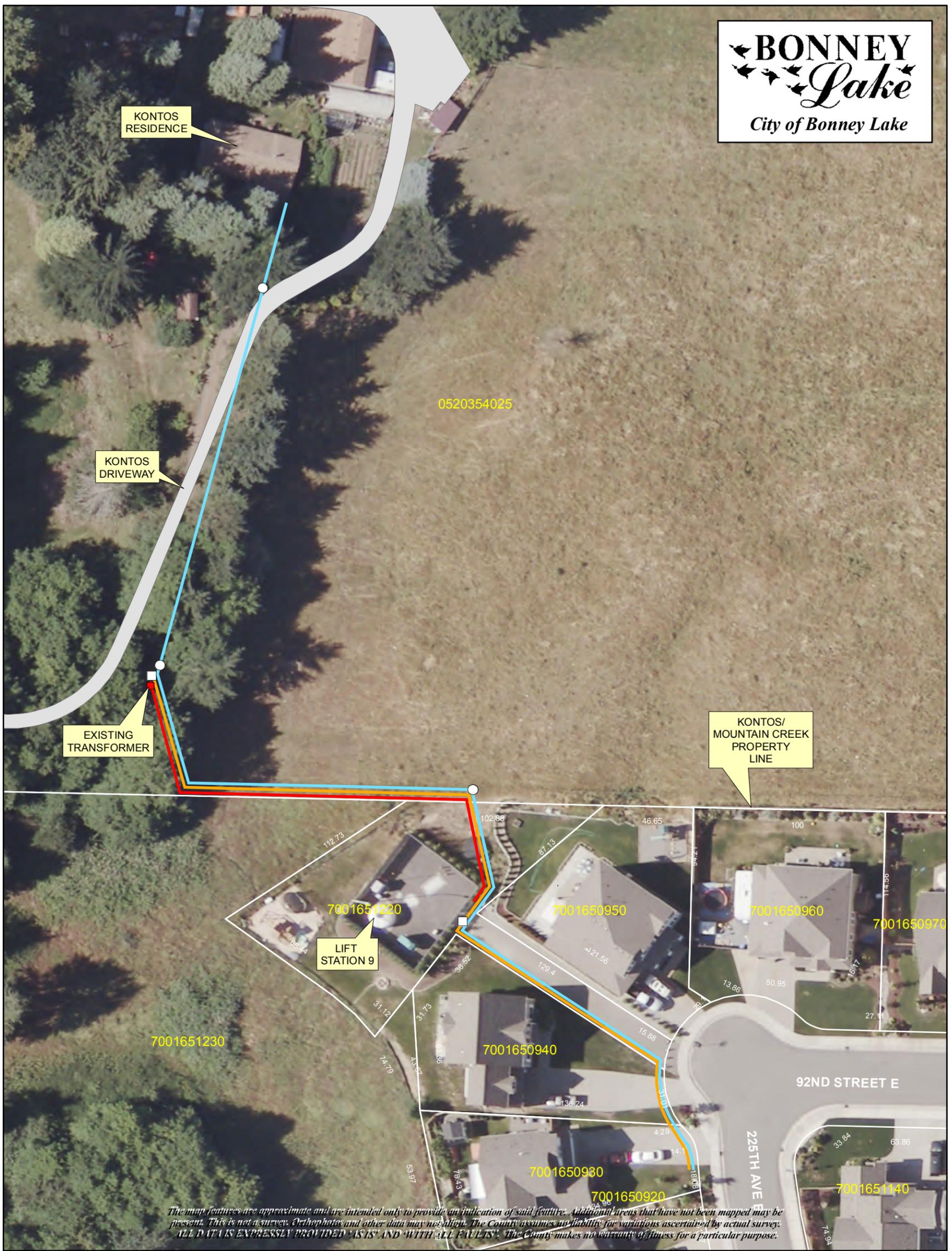
Kontos Project
Adjacent to the
Mountain Creek Subdivision

EXHIBIT "D"



Vicinity

March 21, 2011

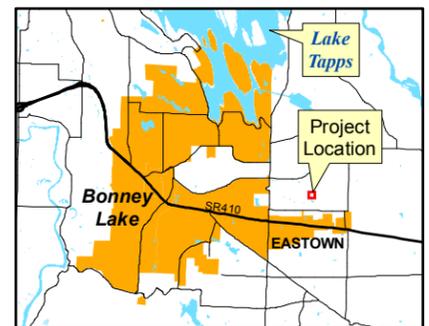


Legend

-  Tax Parcels
-  New Power Line
-  New Phone Line
-  New Cable TV Line
-  City-Provided Pull Boxes
-  Future Pull Box Locations

Kontos Project
Adjacent to the Mountain Creek Subdivision

EXHIBIT "D"



Vicinity

March 21, 2011

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

Department/Staff Contact: Community Development / John P. Vodopich, AICP	Meeting/Workshop Date: 26 April 2011	Agenda Bill Number: AB11-52
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2120	Councilmember Sponsor: Donn Lewis

Agenda Subject: Midtown Neighborhood Comprehensive Plan Amendment and Area-Wide Rezone

Full Title/Motion: A Resolution Of The City Of Bonney Lake, Washington, Initiating A Comprehensive Plan Amendment And Area-Wide Rezone For The Midtown Neighborhood.

Administrative Recommendation: Approve

Background Summary: The Bonney Lake Municipal Code authorizes the City Council to “initiate amendments to the Comprehensive Plan or development code which are not specific to any site;”. The City is currently considering changes to the Midtown Subarea Plan, which may necessitate amendments to the land use designations in the Comprehensive Plan, as well as map and/or text changes to the zoning in the Midtown area. These changes, in final form, will involve amendments to the commercially-designated and zoned properties in the Midtown area, with a goal of consolidating and making consistent the various commercial zone types within Midtown, as well as establishing uses and standards unique to commercially-zoned areas in Midtown. With this Resolution, the City Council initiates these amendments to the Comprehensive Plan and zoning map according to the procedures of Chapter 14.140 BLMC.

Attachments: Resolution 2120

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
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Budget Explanation: N/A

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent		
	Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): April 19, 2011	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS

Director: <i>John P. Vodopich, AICP</i>	Mayor:	Date Reviewed by City Attorney: April 20, 2011 (if applicable):
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RESOLUTION NO. 2120

A RESOLUTION OF THE CITY OF BONNEY LAKE, WASHINGTON, INITIATING A
COMPREHENSIVE PLAN AMENDMENT AND AREA-WIDE REZONE FOR THE
MIDTOWN NEIGHBORHOOD

WHEREAS, Bonney Lake Municipal Code § 14.140.030 authorizes the City Council to “initiate amendments to the Comprehensive Plan or development code which are not specific to any site;” and

WHEREAS, the City is currently considering changes to the Midtown Subarea Plan, which may necessitate amendments to the land use designations in the Comprehensive Plan, as well as map and/or text changes to the zoning in the Midtown area; and

WHEREAS, these changes, in final form, will involve amendments to the commercially-designated and zoned properties in the Midtown area, with a goal of consolidating and making consistent the various commercial zone types within Midtown, as well as establishing uses and standards unique to commercially-zoned areas in Midtown.

NOW, THEREFORE, the City Council of the City of Bonney Lake do hereby resolve that amendments to the Comprehensive Plan and zoning map shall be initiated according to the procedures of Chapter 14.140 BLMC.

Passed this 26th day of April, 2011.

Neil Johnson, Jr. Mayor

ATTEST:

Harwood T. Edvalson, City Clerk,
CMC

APPROVED AS TO FORM:

James Dionne, City Attorney

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ORDINANCE NO. D11-48

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON REVISING
CHAPTER 10.16 OF THE BONNEY LAKE MUNICIPAL CODE
WITH REGARDS TO THE REGULATION OF RECREATIONAL VEHICLES.**

WHEREAS, Chapter 10.16 was last revised in 1967 and outdated definitions created confusion (i.e. mobile home vs. motor home), causing a need to bring this Chapter up-to-date and in alignment with the recently enacted nuisance ordinances.

WHEREAS, there was a need to emphasize that adequate screening is now required for parked recreational vehicles.

WHEREAS, occasionally camping is needed for security at our parks, such as Allan Yorke for Bonney Lake Days.

WHEREAS, residents are also allowed to have temporary recreational vehicle visitors stay in their yard for up to 2 weeks.

WHEREAS, a civil penalties provision was added with court costs.

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

Section 1. Chapter 10.16 of the Bonney Lake Municipal Code, entitled “Recreational Vehicles” and corresponding portions of Ordinance No. 244 §§ 5.17.010 – 5.17.013, 1967 and § 5.17.020, 1967 are hereby amended to read as follows:

**Chapter 10.16
RECREATIONAL VEHICLES**

Sections:

10.16.010 Definitions.

10.16.020 Parking of recreational vehicles - Prohibited where and when.

10.16.030 Storage provisions.

10.16.040 Civil Penalty.

10.16.010 Definitions.

As used in this chapter, the following words and phrases shall have the meanings ascribed to

them in this section:

A. "Boat" means any water vessel designed to carry persons and/or property upon water, propelled by engine, oars or sail.

B. "Recreational vehicle" means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. The units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, and motor homes.

C. "Trailer" means a unit without its own motive power, designed to carry property, designed to be towed by a motor vehicle, including semi-trailer.

D. "Recreational vehicle park and campground" means any tract of land in a public facilities district per Chapter 18.34 and divided into lots or spaces, under the ownership or management of one person, firm or corporation for the purpose of locating three or more recreational vehicles for nightly or short-term use. Said campground shall have an on-site caretaker.

10.16.020 Parking of recreational vehicles - Prohibited where and when.

It is unlawful to park or stand any trailer, recreational vehicle or boat, or use or occupy same on any tract of ground except as provided in this chapter, and no trailer, recreational vehicle or boat shall be parked on any street, alley or public place in Bonney Lake for a period exceeding 24 hours and shall not be parked for any period of time between sunset and sunrise in any city park or upon any city-owned property, unless that area is posted granting permission to so use or as specified in BLMC 12.12; provided, that a trailer, recreational vehicle or boat may be parked, used or occupied on the premises of any occupied dwelling with the permission of the lawful occupant thereof for a period not to exceed two weeks, provided that such occupancy does not create a public health hazard or nuisance and, provided, further, that the provisions of this chapter shall not apply to unoccupied trailers, recreational vehicles or boats in sales lots, or within public or private garages, or on private property if adequately screened from view from adjacent structures in accordance with BLMC 8.20.030 and placed with a setback the same as or greater than that required for the dwelling or primary building as specified in the Bonney Lake zoning ordinance for the applicable zone or district.

10.16.030 Storage provisions.

Trailers, recreational vehicles and boats shall be suitably blocked to prevent rolling in either direction and the body firmly supported at four points under the frame as close to the extremities thereof as practical. Truck campers, when not mounted, shall be stored supported on four firm supports placed under the frame as close to the extremities as practical and designed to elevate the main floor not more than 24 inches from the ground, to be measured at center point of the truck camper.

10.16.040 Civil Penalty

Violation of this chapter constitutes a civil violation, subject to monetary penalties payable to the city of Bonney Lake in the following amounts, plus court costs and fees:

A. For a first violation of any provision of this chapter by any individual or business, the penalty shall be \$50.

B. For a second violation of any provision of this chapter by any individual or business, the penalty shall be \$250.

C. For a third or subsequent violation of any provision of this chapter by any individual or business, and for any violation posing an imminent threat to human life, the penalty shall be \$500.

PASSED by the City Council and approved by the Mayor this ____ day of _____, 2011.

____ Neil Johnson, Mayor

ATTEST:

Harwood Edvalson

City Clerk

APPROVED AS TO FORM:

James Dionne

City Attorney

Passed:

Valid:

Published:

Effective Date:

There are ___ Pages to this Ordinance

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

Department/Staff Contact: Executive / Don Morrison	Meeting/Workshop Date: April 26, 2011	Agenda Bill Number: AB11-49
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D11-49	Councilmember Sponsor:

Agenda Subject: Amendments to BLMC 13.16 Regarding Latecomer Agreements

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 13.16 Of The Bonney Lake Municipal Code And Ordinance Nos. 898 And 1327 Relating To Developer Extensions And Latecomer Agreements..

Administrative Recommendation: Approve the ordinance as written. The City Administrator recommends that the Council subsequently determine the amount of participation required by one or more partners to an Eastown ULA, send notice to interested parties letting them know under what conditions the City will participate in an Eastown sewer ULA, and inviting participation. It is further recommended that once the Eastown lift station design and construction plans are complete, that the project be "shelved" until one or more Eastown partners step forward with required share of financing.

Background Summary: In various discussions about the Eastown sewer system, it has become apparent that BLMC 13.16 needs to be updated to provide a better framework for which to consider utility latecomer agreements. After updating the City policy of utility latecomer agreements generally, the Council will still need to determine the appropriate amount of City participation, if any, in the funding of the Eastown sewer system, and the means of financing the system.
Attachments: Ordinance D11-49

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: NA			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:		<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:		Consent	
		Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s): April 19, 2011	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS

ORDINANCE NO. D11-49

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 13.16 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NOS. 898 AND 1327 RELATING TO DEVELOPER EXTENSIONS AND LATECOMER AGREEMENTS.

WHEREAS, the City Council finds it necessary to update the City’s policy on Utility Latecomer Agreements.

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

Section 1. The appropriate sections of Bonney Lake Municipal Code Chapter 13.16 and Ordinance Nos. 898 and 1327, and are hereby amended to read as follows:

13.16.010 Purpose.

The purpose of this chapter is to establish regulations, as authorized by RCW 35.91.020, regarding the execution and administration of agreements for reimbursement, or “latecomer agreements,” under Chapter 35.91 RCW.

13.16.020 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

- A. “Benefitting Party” means any parcel that can utilize a utility extension consistent with the Growth Management Act and the City’s public works standards.
- B. “Construction Costs” means the sum of all costs incurred to construct utility system improvements. The cost of construction shall not include costs that will be reimbursed by other means, at the time of construction or development, such as credits or grants.
 - 1. Direct construction costs include the costs to advertise, award, administer and construct the utility system extension.
 - 2. Pre-construction costs include, but are not limited to, all related design services, engineering, surveying, legal services, bonding costs, environmental mitigation, acquisition of right-of-way and/or easements, government agency fees, testing services, inspection, plan review and approval, labor, materials, equipment rental, and contractor and/or subcontractor fees or charges.

- C. “Developer extension” means an extension of existing city utility facilities to enable previously unserved properties to be served, which extension is undertaken and paid for by any person other than the city.
- D. “Developer extension agreement” means an agreement setting the terms, conditions and standards by which a person agrees to undertake a developer extension.
- E. “Person” means any individual person or any public or private entity or organization other than the city.
- F. “Utility” means water, stormwater or sanitary sewer service.
- G. “Utility Latecomer Agreement (ULA)” means a contract authorized by RCW 35.91.020 between the City and a developer who constructs or participates in the construction of a developer extension, whereby the City agrees to transmit pro rata share payments, made by persons seeking to connect to the developer extension, to the developer. The reimbursement period is limited to a period not to exceed 20 years from the date the extension is dedicated to the city.

13.16.030 Developer extensions – Latecomer agreements.

- A. In any case where a latecomer agreement is contemplated in connection with a developer extension, the latecomer agreement shall be finalized, approved by the council and executed prior to or simultaneous with the city’s acceptance of ownership of the developer extension.
- B. No developer extension shall be undertaken without prior execution of a developer extension agreement. Where the person undertaking a developer extension wishes to be reimbursed pursuant to a latecomer agreement, such desire shall be made clear to the city in writing prior to the execution of the developer extension agreement relating to the developer extension. Where a latecomer agreement is contemplated, the city’s standard form latecomer agreement should be made an exhibit to and included by reference in the developer extension agreement executed between the city and the developer of the extension, and the developer extension agreement should clearly provide that the latecomer agreement must be finalized and executed prior to the city accepting ownership of the extension. Should no request for a latecomer agreement made pursuant to this subsection be made prior to execution of a developer extension agreement, the person undertaking such developer extension shall be deemed to have waived any entitlement to a latecomer agreement, and no latecomer agreement shall subsequently be considered or executed with respect to such developer extension.
- C. Should a developer extension be transferred to and accepted by the city without the execution of a latecomer agreement, the person undertaking such developer extension shall be deemed to have waived any entitlement to a latecomer agreement, and no

latecomer agreement shall subsequently be considered or executed with respect to such developer extension.

- D. Nothing in this chapter shall be deemed to preclude the City from initiating the latecomer agreement, or the City inclusion of further terms or conditions within any developer extension agreement or latecomer agreement, nor shall this chapter be deemed to preclude the city from applying further conditions to the approval of any developer extension agreement or latecomer agreement.
- E. Project Size – Amount of City Participation. In order to be eligible for a latecomer agreement, the estimated cost of the proposed improvement must not be less than ten thousand dollars (\$10,000). The estimated cost of the improvement shall be determined by the Public Works Director, based upon a construction contract for the project, bids, engineering or architectural estimates, or other information deemed by the director to be a reliable basis for estimating costs. The determination of the director shall be final. No latecomer agreement may be approved in which the City participation amounts to more than ninety-five percent (95%) of the direct construction cost. City participation amounts will be considered on a case by case basis in relation to the expected benefit the improvements will have on the City's rate base, the extent to which the improvements implement the Comprehensive Plan of the City, and the benefits to the utility's efficiency and economy of scale.

13.16.040 Fee.

In addition to any fee provisions which may be included with any latecomer agreement executed pursuant to this chapter to recover the city's administrative costs, there shall be charged to any person requesting a latecomer agreement pursuant to this chapter a fee of \$500.00 to cover the cost of public notification, agreement review, development, and city council process time. No request for a latecomer agreement shall be processed unless such fee has been paid. No fee shall be charged for City-initiated latecomer agreements.

13.16.050 Allowable costs - Cost recovery methodology.

The following general guidance shall govern the cost recovery methodology for latecomer agreements executed pursuant to this chapter; provided, that the city council may approve additional or different terms in any particular latecomer agreement:

- A. The cost of extension of utility lines across the developer's property within public or private roadways may be required in both north-south and east-west roadways in order to complete the utility grid identified in the utility comprehensive plan. Construction of the utility grid(s) is the expected duty of the applicant and will not be cost recoverable through a latecomer agreement, except for beneficiaries directly across the road or adjacent to the utility extension.

- B. Pipe size upgrades shall be required consistent with the future sizing identified in the utility comprehensive plan. Pipe size upgrades will be reimbursed by the city to the developer only when a planned capital improvement is contemplated within three years of the execution of a developer extension agreement.
- C. Depth of sewer will not be a cost recoverable item. Pipe size will not be a cost recoverable item except as noted in subsection B of this section.
- D. Any developments or short plats that are connecting to a utility where a latecomer agreement applies shall pay the latecomer fees at final plat. Latecomer fees paid at final plat will be exempt from administration fees.
- E. All lots of record identified in the latecomer agreement will pay the applicable latecomer fee when their building permit is issued or, for existing buildings, when the utility connection is made.
- F. The city's administration fee for a latecomer agreement shall be 10 percent and shall be charged to the latecomer.
- G. Extension of the sewer, storm water and water systems or addition of new facilities shall be designed according to the adopted water, sanitary sewer, and stormwater comprehensive plans or per the Public Works Director's direction when unique site conditions exist.
- H. The Public Works Director or designee will make recommendations to the city council as to an appropriate pro rata share for latecomer fee assessment.
- I. Recoverable costs may include all costs reasonably associated with this extension. These costs include but are not limited to both direct construction costs and pre-construction costs deemed appropriate by the City to establish complete cost compilation and assessment of costs on a fair, pro rata share of the extension, subject to such rules and regulations adopted by the City. Recoverable costs may include the cost of acquiring utility easements or rights-of-way only if said easement or ROW would not have been a required developer contribution under City development codes. If the developer would have been required to dedicate the easement or ROW as a condition to project approval, then the value of those contributions may not be included as a recoverable cost under a Utility Latecomer Agreement.
- J. An assessment reimbursement area shall be formulated by the city based upon a determination by the city of which parcels adjacent to the developer extension would require similar utility improvements upon development.
 - 1. The Public Works Director shall prepare and recommend to the city council the method of cost allocation to be used for each latecomer agreement. This allocation of pro-rata share costs will normally be based on total square feet of each benefitting parcel utilizing the parcel square footage identified in the Pierce

County Assessor's records. Other equitable methods of pro-rata cost allocation may be considered and approved by the city council.

2. The preliminary determination of benefitting area boundaries and assessments, along with a description of the property owners' rights and options, shall be forwarded by certified mail to the property owners of record within the proposed assessment area. If any property owner requests a hearing in writing within twenty days of the mailing of the preliminary determination, a hearing shall be held before the legislative body, notice of which shall be given to all affected property owners. Subsequent to all requested hearings and execution of the latecomer agreement, the city council's ruling is determinative and final.
3. The Utility Latecomer Agreement must be recorded in the Pierce County auditor's office within thirty days of the final execution of the agreement. If the Utility Latecomer Agreement is so filed, it shall be binding on owners of record within the assessment area who are not party to the latecomer agreement contract.

13.16.060 City's authority to collect reimbursement.

- A. Pursuant to RCW 35.91.020, if the city contributes to the financing of water, sanitary sewer or stormwater facility projects, it has the same rights to collect reimbursements as do private owners of real estate that enter into latecomer agreements with the city under this chapter.
- B. The city is authorized to enter into such contracts with private parties as are necessary to finance and construct the project and secure pro rata reimbursements. The amount of reimbursement received by each party to a latecomer agreement shall be a pro rata share of each latecomer assessment paid. The Public Works Director, based on information submitted by the owner, will estimate pro rata share of costs. The Public Works Director may require engineering costs or construction bids to be provided. The Public Works Director will formulate an assessment reimbursement area (benefit area) based upon a determination of which parcels will benefit from the developer extension.
- C. The city may not collect any additional reimbursement, assessment, charge or fee for the infrastructure or facilities for which the city collected pro rata reimbursement under this section.
- D. Cost recovery methodology for the city's reimbursement shall be governed by BLMC 13.16.050; provided, that the city council, acting on the recommendation of the Public Works Director or designee, may approve additional or different methodology in regard to any particular project.

E. The city shall record in the office of the Pierce County auditor, against every property in the reimbursement area a notice of additional water, sanitary sewer, or stormwater connection charges pursuant to RCW 65.08.170.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective Date. 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 ____th day of , 2011.

Neil Johnson, Jr.
Mayor

ATTEST:

Harwood T. Edvalson
City Clerk, CMC

APPROVED AS TO FORM:

James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date:

ORDINANCE NO. D11-49

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 13.16 OF THE BONNEY LAKE AND ORDINANCE NOS. 898 AND 1327 RELATING TO DEVELOPER EXTENSIONS AND LATECOMER AGREEMENTS.

WHEREAS, the City Council finds it necessary to update the City’s policy on Utility Latecomer Agreements.

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

Section 1. The appropriate sections of Bonney Lake Municipal Code Chapter 13.16 and Ordinance Nos. 898 and 1327, and are hereby amended to read as follows:

13.16.010 Purpose.

The purpose of this chapter is to establish regulations, as authorized by RCW 35.91.020, regarding the execution and administration of agreements for reimbursement, or “latecomer agreements,” under Chapter 35.91 RCW.

13.16.020 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

- A. “Benefitting Party” means any parcel that can utilize a utility extension consistent with the Growth Management Act and the City’s public works standards.
- B. “Cost of Construction Costs(cost)” means the sum of all the direct construction costs incurred to construct utility system improvements. The cost of construction shall not include costs that will be reimbursed by other means, at the time of construction or development, such as credits or grants.
 - 1. The dDirect construction costs include, but are not limited to, all related design services, engineering, surveying, legal services, bonding costs, environmental mitigation, acquisition of right-of-way and/or easements, government agency fees, testing services, inspection, plan review and approval, labor, materials, equipment rental, and contractor or subcontractor fees or charges the costs to advertise, award, administer and construct the utility system extension.
 - 1.2. Pre-construction costs include, but are not limited to, all related design services, engineering, surveying, legal services, bonding costs, environmental mitigation, acquisition of right-of-way and/or easements, government agency fees, testing

services, inspection, plan review and approval, labor, materials, equipment rental, and contractor and/or subcontractor fees or charges. The cost of construction shall not include costs that will be reimbursed by other means, at the time of construction or development, such as credits or grants.

- C. “Developer extension” means an extension of existing city utility facilities to enable previously unserved properties to be served, which extension is undertaken and paid for by any person other than the city.
- D. “Developer extension agreement” means an agreement setting the terms, conditions and standards by which a person agrees to undertake a developer extension.
- E. “Person” means any individual person or any public or private entity or organization other than the city.
- F. “Utility” means water, stormwater or sanitary sewer service.
- G. “Utility Latecomer Agreement (ULA)” means a contract authorized by RCW 35.91.020 between the City and a developer who constructs or participates in the construction of a developer extension, whereby the City agrees to transmit pro rata share payments, made by persons seeking to connect to the developer extension, to the developer. The reimbursement period is limited to a period not to exceed 20 years from the date the extension is dedicated to the city.

13.16.030 Developer extensions – Latecomer agreements.

- A. In any case where a latecomer agreement is contemplated in connection with a developer extension, the latecomer agreement shall be finalized, approved by the council and executed prior to or simultaneous with the city’s acceptance of ownership of the developer extension.
- B. No developer extension shall be undertaken without prior execution of a developer extension agreement. Where the person undertaking a developer extension wishes to be reimbursed pursuant to a latecomer agreement, such desire shall be made clear to the city in writing prior to the execution of the developer extension agreement relating to the developer extension. Where a latecomer agreement is contemplated, the city’s standard form latecomer agreement should be made an exhibit to and included by reference in the developer extension agreement executed between the city and the developer of the extension, and the developer extension agreement should clearly provide that the latecomer agreement must be finalized and executed prior to the city accepting ownership of the extension. Should no request for a latecomer agreement made pursuant to this subsection be made prior to execution of a developer extension agreement, the person undertaking such developer extension shall be deemed to have waived any entitlement to a latecomer agreement, and no latecomer

agreement shall subsequently be considered or executed with respect to such developer extension.

- C. Should a developer extension be transferred to and accepted by the city without the execution of a latecomer agreement, the person undertaking such developer extension shall be deemed to have waived any entitlement to a latecomer agreement, and no latecomer agreement shall subsequently be considered or executed with respect to such developer extension.
- D. Nothing in this chapter shall be deemed to preclude the ~~inclusion of further terms or conditions within any developer extension agreement or latecomer agreement, nor shall this chapter be deemed to preclude the city from applying further conditions to the approval of any developer extension agreement or latecomer agreement.~~ City from initiating the latecomer agreement, or the City inclusion of further terms or conditions within any developer extension agreement or latecomer agreement, nor shall this chapter be deemed to preclude the city from applying further conditions to the approval of any developer extension agreement or latecomer agreement.
- E. Project Size – Amount of City Participation. In order to be eligible for a latecomer agreement, the estimated cost of the proposed improvement must not be less than ten thousand dollars (\$10,000). The estimated cost of the improvement shall be determined by the Public Works Director, based upon a construction contract for the project, bids, engineering or architectural estimates, or other information deemed by the director to be a reliable basis for estimating costs. The determination of the director shall be final. No latecomer agreement may be approved in which the City participation amounts to more than ninety-five percent (95%) of the direct construction cost. City participation amounts will be considered on a case by case basis in relation to the expected benefit the improvements will have on the City's rate base, the extent to which the improvements implement the Comprehensive Plan of the City, and the benefits to the utility's efficiency and economy of scale.

13.16.040 Fee.

In addition to any fee provisions which may be included with any latecomer agreement executed pursuant to this chapter to recover the city's administrative costs, there shall be charged to any person requesting a latecomer agreement pursuant to this chapter a fee of \$500.00 to cover the cost of public notification, agreement review, development, and city council process time. No request for a latecomer agreement shall be processed unless such fee has been paid. No fee shall be charged for City-initiated latecomer agreements.

13.16.050 Allowable costs - Cost recovery methodology.

The following general guidance shall govern the cost recovery methodology for latecomer agreements executed pursuant to this chapter; provided, that the city council may approve additional or different terms in any particular latecomer agreement:

- A. The cost of extension of utility lines across the ~~frontage of the applicant's developer's~~ property within public or private roadways may be required in both north-south and east-west roadways in order to complete the utility grid identified in the utility comprehensive plan. Construction of the utility grid(s) is the expected duty of the applicant and will not be cost recoverable through a latecomer agreement, except for beneficiaries directly across the road or adjacent to the utility extension.
- B. Pipe size upgrades ~~will~~ shall be required consistent with the future sizing identified in the utility comprehensive plan. Pipe size upgrades will be reimbursed by the city to the developer only when a planned capital improvement is contemplated within three years of the execution of a developer extension agreement.
- C. Depth of sewer will not be a cost recoverable item. Pipe size will not be a cost recoverable item except as noted in subsection B of this section.
- D. Any developments or short plats that are connecting to a utility where a latecomer agreement applies shall pay the latecomer fees at final plat. Latecomer fees paid at final plat will be exempt from administration fees.
- E. All lots of record identified in the latecomer agreement will pay the applicable latecomer fee when their building permit is issued or, for existing buildings, when the utility connection is made.
- F. The city's administration fee for a latecomer agreement shall be 10 percent and shall be charged to the latecomer
- ~~F.—~~G. Extension of the sewer, storm water and water systems or addition of new facilities shall be designed according to the adopted water, sanitary sewer, and stormwater comprehensive plans or per the Public Works Director's direction when unique site conditions exist.
- H. The Public Works Director or designee will make recommendations to the city council as to an appropriate pro rata share for latecomer fee assessment.
- ~~A.I.~~ Recoverable costs shall may include all costs reasonably associated with this extension. These costs include but are not limited to both direct construction costs and pre-construction costs ~~planning, design, construction, acquiring utility easements or right of way, public notification and information, and any professional services~~ deemed appropriate by the ~~public works director~~ City to establish complete cost compilation and assessment of costs on a fair, pro rata share of the extension, subject to such rules and regulations ~~the city council may provide~~ adopted by the City.

Recoverable costs may include the cost of acquiring utility easements or rights-of-way only if said easement or ROW would not have been a required developer contribution under City development codes. If the developer would have been required to dedicate the easement or ROW as a condition to project approval, then the value of those contributions may not be included as a recoverable cost under a Utility Latecomer Agreement.

~~J. The city council will determine the method of cost allocation used, which may include but not necessarily be limited to:~~

~~1. Front foot method;~~

~~2. Zone front foot method;~~

~~3. Square footage method;~~

~~4. Contract method;~~

~~5. Other equitable method approved by the city council;~~

~~6. Any combination of the methods in subsections (J)(1) through (5) of this section.~~

J. An assessment reimbursement area shall be formulated by the city based upon a determination by the city of which parcels adjacent to the developer extension would require similar utility improvements upon development.

1. The Public Works Director shall prepare and recommend to the city council the method of cost allocation to be used for each latecomer agreement. This allocation of pro-rata share costs will normally be based on total square feet of each benefitting parcel utilizing the parcel square footage identified in the Pierce County Assessor's records. Other equitable methods of pro-rata cost allocation may be considered and approved by the city council.

2. The preliminary determination of benefitting area boundaries and assessments, along with a description of the property owners' rights and options, shall be forwarded by certified mail to the property owners of record within the proposed assessment area. If any property owner requests a hearing in writing within twenty days of the mailing of the preliminary determination, a hearing shall be held before the legislative body, notice of which shall be given to all affected property owners. Subsequent to all requested hearings and execution of the latecomer agreement, the city council's ruling is determinative and final.

4. The Utility Latecomer Agreement must be recorded in the Pierce County auditor's office within thirty days of the final execution of the agreement. ~~(4)~~If the Utility Latecomer Agreement is so filed, it shall be binding on owners of record within the assessment area who are not party to the latecomer agreement contract.

13.16.060 City’s authority to collect reimbursement.

A. Pursuant to RCW 35.91.020, if the city contributes ~~partially or fully~~ to the financing of water, sanitary sewer or stormwater facility projects, it has the same rights to collect reimbursements as do private owners of real estate that enter into latecomer agreements with the city under this chapter.

~~B. The city may obtain reimbursements for projects funded solely by the city or in conjunction with private developers. If projects are jointly financed, the amount of reimbursement received by each participant in the financing must be a pro rata share. The city is authorized to enter into such contracts with private parties as are necessary to finance and construct the project and secure pro rata reimbursements. The amount of reimbursement received by each party to a latecomer agreement shall be a pro rata share of each latecomer assessment paid.~~ The Public Works Director, based on information submitted by the owner, will estimate pro rata share of costs. The Public Works Director may require engineering costs or construction bids to be provided. The Public Works Director will formulate an assessment reimbursement area (benefit area) based upon a determination of which parcels ~~did not contribute to the original cost of such infrastructure and who may connect to or specially benefit from such infrastructure will~~ benefit from the developer extension.

C. The city may not collect any additional reimbursement, assessment, charge or fee for the infrastructure or facilities for which the city collected pro rata reimbursement under this section.

D. Cost recovery methodology for the city’s reimbursement shall be governed by BLMC [13.16.050](#); provided, that the city council, acting on the recommendation of the Public Works Director or designee, may approve additional or different methodology in regard to any particular project.

E. The city shall record in the office of the Pierce County auditor, against every property in the reimbursement area a notice of additional water, sanitary sewer, or stormwater connection charges pursuant to RCW 65.08.170.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective Date. 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 ___th day of , 2011.

Neil Johnson, Jr.
Mayor

ATTEST:

Harwood T. Edvalson
City Clerk, CMC

APPROVED AS TO FORM:

James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date:

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

Department/Staff Contact: Admin Srvc / Edvalson	Meeting/Workshop Date: 26 April 2011	Agenda Bill Number: AB11-53
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D11-53	Councilmember Sponsor:

Agenda Subject: Changing the meeting locations for Finance Committee meeting and regular Council meetings and workshops.

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Editing Bonney Lake Municipal Code Chapters 2.04 To Change The Regular Meeting Location Of The Council Finance Committee Meetings And Regular Council Meetings And Workshops.

Administrative Recommendation: Approve.

Background Summary: RCW 35A.12.110 provides that the council will meet at such place and times as may be designated by the city council. The council has used the Bonney Lake Municipal Code as the means to formally establish the time and place for the finance committee and council meetings and workshops. The proposed ordinance amends the BLMC to provide for meetings in the Justice Center rather than City Hall.

Attachments: None.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: No budget impact.			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee Date: 26 April 2011	<i>Approvals:</i>	Yes No
		Chair/Councilmember Deputy Mayor Swatman	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember James Rackley	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Mark Hamilton	<input type="checkbox"/> <input type="checkbox"/>
	Forward to: Council Meeting	Consent	
		Agenda: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 26 April 2011	Tabled to Date:

APPROVALS		
Director: <i>HTE</i>	Mayor: <i>NJ</i>	Date Reviewed by City Attorney: 21 April 2011 (if applicable):

ORDINANCE NO. D11-53

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, EDITING BONNEY LAKE MUNICIPAL CODE CHAPTERS 2.04 TO CHANGE THE REGULAR MEETING LOCATION OF THE COUNCIL FINANCE COMMITTEE MEETINGS AND REGULAR COUNCIL MEETINGS AND WORKSHOPS.

WHEREAS, the City Council has constructed a new building which incorporates meeting space for the City Council and its standing committees; and

WHEREAS, the Bonney Lake City Council has determined to hold its Finance Committee Meetings and Regular Council Meetings and Workshops in the Justice Center located at 9002 Main Street East in Bonney Lake;

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

Section 1. BLMC 2.04.022 is hereby amended to read as follows:

2.04.022 Finance committee voucher and payroll review – Time and place.

The finance committee voucher and payroll reviews shall be held at the ~~City Hall council chambers~~ Justice Center on the second and fourth Tuesdays of each month at the hour of 4:30 p.m. (Ord. 1234 § 3, 2007; Ord. 1061 § 1, 2004; Ord. 887 § 2, 2001).

Section 2. BLMC 2.04.080 is hereby amended to read as follows:

2.04.020 Regular council meetings.

The council shall meet on the second and fourth Tuesday of each month at 7:00 p.m. The meeting shall adjourn no later than 10:00 p.m. To continue past this time of adjournment, a council majority must concur. When a council meeting falls on a holiday, the council may determine an alternate day for the meeting or cancel the meeting. The council may reschedule regular meetings to a different date or time by motion. The location of the meetings shall be the council chambers at ~~City Hall~~ the Justice Center, unless specified otherwise by a majority vote of the council. All regular and special meetings shall be public.

Section 3. This ordinance concerning powers vested solely in the Council, it is not subject to referendum and shall take effect five (5) days after its passage, approval and publication as required by law.

PASSED by the City Council and approved by the Mayor this 26th day of April, 2011.

Neil Johnson, Jr.
Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date: