

CITY COUNCIL MEETING

February 14, 2012
6:00 P.M.
Note Meeting Time Change



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.

"Where Dreams Can Soar"

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

AGENDA

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.)

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

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

- A. Flag Salute
- B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.
- C. Announcements, Appointments and Presentations:
 - 1. Announcements: None.
 - 2. Appointments: None.
 - 3. Presentations:
 - a. Elliot Eisenberg, Ph.D. – The Metro Area Impact of Home Building in Bonney Lake, WA: Income, Jobs, and Taxes Generated.
- D. Agenda Modifications

p. 5

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

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee
- B. Community Development Committee
- C. Public Safety Committee

D. Other ReportsIV. **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.

- p. 11 A. **Approval of Corrected Minutes:** January 17, 2012 Council Workshop and January 24, 2012 Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #62870 thru 62884 in the amount of \$69,068.74 out of the 2011 budget; Accounts Payable checks/vouchers #62885 thru 62896 in the amount of \$3,659.01 out of the 2012 budget; Accounts Payable wire transfer #20120117 in the amount of \$29,796.54 out of the 2011 budget; Accounts Payable checks/vouchers #62898 thru 62920 in the amount of \$107,200.66 out of the 2011 budget; Accounts Payable checks/vouchers #62897 and 62921 thru 62971 (including wire transfer #1132012) in the amount of \$415,126.13 out of the 2012 budget; Accounts Payable checks/vouchers #62972 thru 62974 for Utility refunds out of the 2012 budget in the amount of \$2,747.01 for a grand total of \$627,598.09.
VOIDED CHECKS:
62674 – Written for wrong amount. Replace with check number 62780;
62627 – Written for wrong amount, replace with check number 62785.
- C. **Approval of Payroll:** Payroll for January 16– 31st, 2012 for checks 30241-30300 including Direct Deposits and Electronic Transfers in the amount of \$672,473.27.
- p. 21 D. **AB12-09 – Resolution 2178** – 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.
- p. 33 E. **AB12-10 – Resolution 2179** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Bonney Lake Community Resources For Operation Of The Bonney Lake Community Garden.
- p. 41 F. **AB12-15 – Resolution 2182** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Acquisition Of Right Of Way On 103rd Street East.
- p. 51 G. **AB12-16 – Resolution 2183** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Professional Services Agreement To Cascade Right Of Way Services, LLC For Right Of Way Acquisition Within The Main Street Intersection Improvements Project Limits.
- p. 65 H. **AB12-20 – Resolution 2186** – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The DUI (Driving Under The Influence) & Traffic Safety Interlocal And Mutual Aid Agreement.

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

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- p. 73 A. **AB12-03 – Resolution 2174** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Extend The Term Of The Employment Agreement Of The City Administrator.

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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National Association of Home Builders

The Metro Area Impact of Home Building in Bonney Lake, WA

Income, Jobs, and Taxes Generated

November 2011

Housing Policy Department



In this report, wherever the term local is used, it refers to the metropolitan division—that is, all of Pierce County. The report presents estimates of the impacts of building 35 single-family and 2 multifamily housing units, based on 2010 sales data.

The NAHB model produces impacts on income and employment in 16 industries and local government, as well as detailed information about taxes and other types of local government revenue. Aggregate results are summarized below. Subsequent sections of the report show detail by industry and type of tax or fee revenue generated.

Single-Family Construction

- The estimated one-year metro area impacts of building 35 single-family homes in Bonney Lake include
 - **\$7.6 million** in local income,
 - **\$1.7 million** in taxes and other revenue for local governments, and
 - **117** local jobs.

These are local impacts, representing income and jobs for residents of the Tacoma Metropolitan Division, and taxes (and other sources of revenue, including permit fees) for all local jurisdictions within the metro area. They are also one-year impacts that include both the direct and indirect impact of the construction activity itself, and the impact of local residents who earn money from the construction activity spending part of it within the local area. Local jobs are measured in full time equivalents—i.e., one reported job represents enough work to keep one worker employed full-time for a year, based on average hours worked per week by full-time employees in the industry.

- The additional, annually recurring impacts of building 35 single-family homes in Bonney Lake include
 - **\$680,000** in local income,
 - **\$233,000** in taxes and other revenue for local governments, and
 - **12** local jobs.

These are ongoing, annual local impacts that result from the new homes being occupied and the occupants paying taxes and otherwise participating in the local economy year after year. The ongoing impacts also include the effect of increased property taxes, based on the difference between the value of raw land and the value of a completed housing unit on a finished lot, assuming that raw land would be taxed at the same rate as the completed housing unit.

The above impacts were calculated assuming that new single-family homes built in Bonney Lake have an average price of \$273,176; are built on a lot for which the average value of the raw land is \$1,000; require the builder and developer to pay an average of \$31,363 in impact, permit, and other fees to local governments; and incur an average property tax of \$3,252 per year. This information was obtained from the City of Bonney Lake, the City of Tacoma, Master Builders of Pierce County, Northwest Multiple Listing Service, the Pierce County Assessor's Office, the Pierce County Permitting and Land Use Service, the State of Washington, the U.S. Census Bureau, and Windermere Real Estate.

Multifamily Construction

- The estimated one-year local impacts of building 2 multifamily units in Bonney Lake include
 - **\$231,000** in local income,
 - **\$53,000** in taxes and other revenue for local governments, and
 - **3.6** local jobs.

These are local impacts, representing income and jobs for residents of the Tacoma metropolitan division, and taxes (and other sources of revenue, including permit fees) for all local jurisdictions within the MSA. They are also one-year impacts that include both the direct and indirect impact of the construction activity itself, and the impact of local residents who earn money from the construction activity spending part of it within the metro area.

- The additional, annually recurring impacts of building 2 multifamily units in Bonney Lake include
 - **\$24,000** in local income,
 - **\$8,000** in taxes and other revenue for local governments, and
 - **0.4** local jobs.

These are ongoing, annual local impacts that result from the new homes being occupied, and the occupants paying taxes and otherwise participating in the local economy year after year. They also represent impacts that have been reduced to account for the natural vacancy rate that tends to prevail in multifamily properties (see page 22 of the Technical Documentation).

These impacts were calculated assuming that new multifamily units built in Bonney Lake have an average market value of \$150,250; embody an average raw land value of \$3,000; require the builder and developer to pay an average of \$17,250 in impact, permit, and other fees per unit to local governments; and incur an average annual property tax of \$1,787 per unit. As with the assumptions underlying the single-family impact estimates, this information was obtained from the City of Bonney Lake, the City of Tacoma, Master Builders of Pierce County, Northwest Multiple Listing Service, the Pierce County Assessor's Office, the Pierce County Permitting and Land Use Service, the State of Washington, the U.S. Census Bureau, and Windermere Real Estate.

Elliot Eisenberg, Ph.D., is a Senior Economist with the National Association of Home Builders in Washington, D.C. He holds a Bachelors of Arts degree in economics with First Class Honors from McGill University as well as a Master of Public Administration degree and a Ph.D. in Public Administration from Syracuse University. Dr. Eisenberg is a frequent public speaker on numerous housing and housing related topics including; the economic impact of homebuilding, the unintended consequences of government regulations on house prices, residential fire safety and how to reduce risk and boost profits using financial derivatives. He is the creator of the multifamily stock index and is the author of more than 45 homebuilding industry articles. Dr. Eisenberg is frequently seen on television and heard on radio and his research and opinions have been featured in Business Week, Fortune, many national and local newspapers, and in numerous other publications.

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CITY COUNCIL WORKSHOP

January 17, 2012
5:30 P.M.

MINUTES

City of



“Where Dreams Can Soar”

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

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

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 5:31p.m.

II. ROLL CALL:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Neil Johnson Jr., elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Interim Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Administrative Specialist II Shawn Campbell.

III. AGENDA ITEMS:

A. Action: AB12-12 – Resolution 2181 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The 2012 – 2014 Collective Bargaining Agreement Between The City And The Bonney Lake Police Guild For Law Enforcement And Support Services.

Councilmember Rackley moved to approve Resolution 2181. Councilmember Lewis seconded the motion.

Mayor Johnson thanked everyone who participated in the negotiations. He said he liked that we were doing more of the negotiations in-house and relying less on the City Attorney’s office.

Resolution 2181 approved 7-0.

B. Action: AB12-13 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Requesting The Park Board To Make A Recommendation On Whether To Make A Portion Of Viking Park An Official Dog Park.

Councilmember Hamilton moved to approve motion AB12-13. Councilmember Watson seconded the motion.

Mayor Johnson said the interim dog park has had a very positive reception. He said he has heard a few complaints from neighbors. He said it is his experience that residents often are not happy when a park goes into their neighborhood. City Administrator Morrison said in 2010 the City announced the opening of the dog park on an interim basis. He said he received inquiries frequently about when and if the park is going to become permanent. He said this motion only refers the issue to the Park Board for a recommendation.

Councilmember Rackley questioned the word “permanent”. City Administrator Morrison said a better word would be regular. Councilmember McKibbin said he would like to see more than one Dog Park. He said they may need a larger one with additional parking. He questioned why the Council would send the issue back to the Park Board because they recommended not opening the dog park originally. City Administrator Morrison said five of the seven Park Board members are new and they have not had an opportunity to weigh in on this issue. Councilmember Lewis asked for information on the cost to the City for the dog park. He said the issue should go back to the Park board for their input, and it would be good to have them look at all the advantages and disadvantages of making this park permanent. Mayor Johnson said the City will be able to figure out the City funds spent on the Dog Park but the value of volunteer hours and time will be more difficult. He said the City will need help to figure out how many volunteer hours have been put in at the Dog Park.

Councilmember Hamilton said the public has spoken about the popularity of the Dog Park. He said it is highly used and he does not want to put any restrictions on developing a larger park in the future. He said he is concerned if the Council sends the issue back to the Park Board and does not take their advice there will be conflict between the Council and the Park Board. He agreed the issue should go back to the Park Board for review. He said the City has a lot more information and citizen input than when it originally went to the Park Board. Mayor Johnson said this may not need to go back to the Park Board for a recommendation because the Council is finishing an action not starting one. He said if the Council is looking to develop a new dog park then it would need to go to the Park Board for a recommendation. Councilmember Minton-Davis said a board needs meaningful work to do but if the Council has already made up their mind on the issue it should not be sent back to the Park Board. She said the park should be made an official park.

Councilmember Rackley moved to remove the word “permanent” from the agenda bill background summary, and add the word “official”.

Motion approved 7-0.

Deputy Mayor Swatman said it is important to have boards and to listen to their opinions. He said he believes this property is designated for use as a park. He said it would be more appropriate to ask the Park Board to discuss what to do with the City’s other properties and look at adding additional dog parks. City Administrator Morrison said the staff report that is presented to the Park Board could state the Council’s desire for the park to become official.

Councilmember Lewis moved to table AB12-13 to the January 24, 2012 Council Meeting. Councilmember Rackley seconded the motion.

Motion approved 7-0.

C. Council Open Discussion:

Litter: Councilmember Rackley discussed the free newspapers that are left in driveways and along streets all around town. He said if the resident does not pick up the paper it becomes litter. He said the residents have not subscribed to the paper and the publisher should not be able to leave them in the street. He suggested if papers are not retrieved in a timely fashion, the newspaper should be required to retrieve them. Community Development Director Vodopich said newspapers are permitted by state law to drop their publications off in the City. He said the distributor of a publication that is left in the pink bags have been asked to not deliver inside City limits.

Relay for Life: Councilmember Minton-Davis discussed the 2012 Relay for Life event. She said the kickoff event is scheduled for February 9, 2012 at 5:30pm at the Midtown Grill in Bonney Lake. She added that Mayor Johnson is going to be the guest speaker.

Snow Removal: Councilmember Lewis complimented the Public Works crew on a great job keeping the City streets clear. Public Works Director Grigsby said they added a plow on the front of the Kubota tractor to clear the sidewalks.

D. **Review of Draft Minutes:** January 3, 2012 Council Workshop and January 10, 2012 Council Meeting.

Councilmember Minton-Davis requested that the January 3, 2012 minutes be amended on p.3 to “~~school~~ City does hang”. The corrected minutes were forwarded to the January 24, 2012 Meeting for action.

E. **Discussion:** Options and Logistics for Council Planning Retreat – February 25, 2012.

City Administrator Morrison read the survey results from the Council interest survey he had sent. Councilmembers discussed the different options for the retreat. Councilmember Rackley suggested selecting the most important items, and the administration can give a brief update on the other items. Mayor Johnson said the retreat is for strategic planning. City Administrator Morrison said he would create a draft agenda for the next workshop for Council approval. Deputy Mayor Swatman said the agenda can have many items and each item can have a time limit, and the Council will have to stop discussions at the end of the allotted time. Councilmember Hamilton asked if this would be a decision making session. Councilmember McKibbin said the retreat is for educational purposes. He said it helps get new councilmembers up to speed and to decide on goals for the coming year.

IV. **EXECUTIVE SESSION:**

Pursuant to RCW 42.30.110(1)(i) the Council adjourned to an executive session with the City Attorney at 6:30 p.m. for 15 minutes to discuss potential litigation. The Council returned to chambers at 6:45 p.m. No action was taken.

V. **ADJOURNMENT:**

At 6:45 p.m., Councilmember Lewis moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

Motion to adjourn approved 7-0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the January 17, 2012 Workshop: None

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CITY COUNCIL MEETING

January 24, 2012
7:00 P.M.

MINUTES

City of



“Where Dreams Can Soar”

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

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

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 p.m.

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

B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

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

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

a. **AB12-24** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor’s Appointment Of Jaime Trejo As A Member Of The Park Board With A Term Expiring April 2014.

**Councilmember Rackley moved to approve motion AB12-24.
Councilmember Lewis seconded the motion.**

Motion approved 7 – 0.

Mayor Johnson asked the Council to consider amending the agenda to add an appointment to the Planning Commission.

Councilmember Lewis moved to amend the agenda to add AB12-14, Ratifying The Mayor’s Appointment Of Dennis Poulsen As A Member Of The Planning Commission With A Term Expiring April 2013, to the current agenda. Deputy Mayor Swatman seconded the motion.

Motion to amend the agenda approved 7 – 0.

b. **AB12-14** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying The Mayor’s Appointment Of Dennis Poulsen As A Member Of The Planning Commission With A Term Expiring April 2013.

**Councilmember Watson moved to approve motion AB12-14.
Councilmember Lewis seconded the motion.**

Mayor Johnson said Mr. Poulsen served on the Commission in the past, but moved out of Bonney Lake a few years ago. Now that he has moved back to the City he wants to serve on the commission again.

Motion approved 7 – 0.

3. Presentations: None.

D. Agenda Modifications:

Councilmember McKibbin moved to modify the agenda to move Community Development Issues item A., B., and C. to the Consent Agenda as items D., E., and F. Councilmember Rackley seconded the motion.

Motion approved 7 – 0.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Dan Decker, 20401 70th St E, Bonney Lake, said Councilmembers are first and foremost citizens of the city, and they have the right to ask questions of City staff members and should feel free to do so. He said councilmembers also have the right to make comments during citizen comments at Council Meetings if they have something to say. He said he has found the City's use of purchasing cards (p-cards) very interesting.

Mr. Decker said he heard that the Senior Center was opened as a warming center during the storm, but was closed at midnight so people would have to leave. He said this closure happened a day earlier than was posted, and this issue should be reviewed.

Councilmember Rackley said in his opinion councilmembers do not have an absolute right to ask questions of directors, and they should not abuse staff time. Administrative Services Director/City Clerk Edvalson explained that the Senior Center was opened as a warming center on Thursday and remained open until midnight on Friday night. He said the warming center was closed because there was no one there to serve. The City decided if there were no clients the center would close at midnight, but if there had been clients at the center, staff were available on-call to come and work until the warming center was no longer needed. He said one resident stayed overnight on Thursday night, but otherwise all other residents had all left the center earlier on Friday. He said the warming center served about twenty citizens during the two days.

Chief Jerry Thorsen, East Pierce Fire & Rescue, shared information from the Fire Department about the storm response. He said the department started planning on Tuesday, and went into high gear on Wednesday and Thursday. He said they called in

additional staff for a medic unit and volunteer engines. The Emergency Operations Center was partially activated Thursday and Friday. Chief Thorsen thanked Public Works Director Dan Grigsby and Interim Police Chief Dana Powers, who helped staff the EOC and provided an important link between the fire department and other first responders. He said the City's Public Works crews did a phenomenal job keeping the streets cleared. He also thanked the City for opening a warming shelter, which gave local residents a place to go. He said he is not aware of any injuries due to fallen power lines or trees, though there was one house fire due to a wood stove.

Mayor Johnson asked staff for their reports. Interim Chief Powers said the Police Department put its all-wheel drive vehicles in use and assisted the Public Works and Fire Departments throughout the storms. She said that most people stayed home, so there were fewer accidents and stranded vehicles, and the response went well overall.

Director Grigsby said the Public Works department put plows on its trucks and the Kubota tractor to clear streets on Tuesday. Street and sewer crews have been working around the clock to clear streets and keep grinder pumps and booster pump stations running on generator power during the power outages. He said the EOC provided excellent coordination during the storm, and when the City's cell and land lines were not working the Police Department helped provide a radio to Public Works for communication. He said after trees were cleared, crews went back out to clear the storm drains of debris and slush to prevent flooding.

Mayor Johnson said the teams did a good job from what he saw on the streets and heard from phone and scanner traffic. He said one issue the City found was that staff needed a better way to contact employees more efficiently to let them know the status of City offices and whether to report. Councilmember Watson said he was glad to see the City's Facebook page kept current for citizens to find information. He said it's important to make more people aware of these resources.

- C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and forwarded two resolutions to the next Council meeting. The resolutions are to approve agreements with the Bonney Lake Community Resources group for concessions at Allan Yorke Park and to continue to operate the Community Garden. He said last week he wasn't able to get the vouchers sent to Councilmembers in advance of the Finance Committee meeting, but he would do so in the future.
- B. Community Development Committee: Councilmember McKibbin said the committee met on January 17th and forwarded three items which are now on the Consent Agenda.
- C. Public Safety Committee: Councilmember Hamilton said the committee has not met since the last regular Council meeting.
- D. Other Reports:
- Pierce Transit: Mayor Johnson said he attended the Public Transportation Improvement Conference at Pierce Transit on Monday, January 23rd. He said Sumner may choose to

opt out of the transit area, but that would impact the City of Auburn's eligibility for transit service. He said the City of Dupont has also requested to be drawn out. Bonney Lake is unofficially drawn out, but the Council will need to take action in the future to officially decide whether to be kept in the transit area or not. He said the next conference and public hearings will be held in February. He said it is important that Bonney Lake residents provide input on whether they want to stay in the transit area and receive transit services. Councilmember Hamilton confirmed that if Bonney Lake is drawn out of the service map, Buckley would also have to be drawn out if there can be no 'islands' of service. Mayor Johnson said this is the same issue the City of Auburn faces if Sumner leaves the benefit area, and there will probably be a lot of negotiations as the process moves forward.

IV. CONSENT AGENDA:

- A. **Approval of Corrected Minutes:** January 3, 2012 Council Workshop and January 10, 2012 Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #62756 thru 62786 (including wire transfer #20120103) in the amount of \$275,829.72 out of the 2011 budget; Accounts Payable checks/vouchers #62787 thru 62790 in the amount of \$421,139.45 out of the 2012 budget; Accounts Payable wire transfer #20111217 in the amount of \$32,010.54 out of the 2011 budget; Accounts Payable checks/vouchers #62791 thru 62856 (including wire transfer #20120116) in the amount of \$746,106.75 out of the 2011 budget; Accounts Payable checks/vouchers #62857 thru 62869 in the amount of \$26,631.58 out of the 2012 budget for a grand total of \$1,501,718.04.
VOIDED CHECKS: 62674 – Written for wrong amount. Replace with check number 62780. 62627 – Written for wrong amount. Replace with check number 62785.
- C. **Approval of Payroll:** Payroll for January 1– 15th, 2011 for checks 30216-30240 including Direct Deposits and Electronic Transfers in the amount of \$418,469.07.
- D. **AB12-07 – Resolution 2177** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Schedule 74 Cost Share Agreement Between Puget Sound Energy And The City Of Bonney Lake To Design The Underground Puget Sound Energy Utilities Within The Main Street And SR 410 Intersection Improvements Project Limits. *Moved from Community Development Issues, Item A.*
- E. **AB12-08 – Resolution 2175** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Amendment To The Contract With Shea, Carr & Jewel, Inc. For The Design Effort Of The Main Street And SR 410 Intersection Improvements And The Pedestrian Pathway From Main Street To 192nd Avenue. *Moved from Community Development Issues, Item B.*
- F. **AB12-11 – Resolution 2180** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Parametrix Engineering For The Design And Programming Effort Of Communications Between The Prairie Ridge Booster Pump Station And The Public Works Central SCADA Computer. *Moved from Community Development Issues, Item C.*

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 ISSUES:

- A. ~~AB12-07—Resolution 2177—A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Schedule 74 Cost Share Agreement Between Puget Sound Energy And The City Of Bonney Lake To Design The Underground Puget Sound Energy Utilities Within The Main Street And SR 410 Intersection Improvements Project Limits. Moved to Consent Agenda, Item D.~~
- B. ~~AB12-08—Resolution 2175—A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Amendment To The Contract With Shea, Carr & Jewel, Inc. For The Design Effort Of The Main Street And SR 410 Intersection Improvements And The Pedestrian Pathway From Main Street To 192nd Avenue. Moved to Consent Agenda, Item E.~~
- C. ~~AB12-11—Resolution 2180—A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Parametrix Engineering For The Design And Programming Effort Of Communications Between The Prairie Ridge Booster Pump Station And The Public Works Central SCADA Computer. Moved to Consent Agenda, Item F.~~

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT:

At 7:29 p.m., Deputy Mayor Swatman moved to adjourn the Council Meeting. Councilmember Rackley seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the January 24, 2012 Meeting: *None.*

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

Department/Staff Contact: Executive / Gary Leaf	Meeting/Workshop Date: 14 February 2012	Agenda Bill Number: AB12-9
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2178	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 2012 through April 2013.
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: 24 January 2012	Approvals: Chair/Councilmember Dan Swatman Councilmember Mark Hamilton Councilmember Randy McKibbin	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	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): 2/14/12	Tabled to Date:

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

RESOLUTION NO. 2178

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 14th day of February, 2012.

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, 2012**, to **April 30, 2013**. 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 Facilities and Special Projects Manager 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, 2012 through September 30, 2012 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, 2012. 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 / Gary Leaf	Meeting/Workshop Date: 14 February 2012	Agenda Bill Number: AB12-10
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2179	Councilmember Sponsor: N/A

Agenda Subject: Community Garden

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 Bonney Lake Community Garden .

Administrative Recommendation: Approve

Background Summary: In 2011 Bonney Lake Community Resources (AKA Bonney Lake Food Bank) managed Bonney Lake's second annual community garden on behalf of the City of Bonney Lake on city-owned downtown property. Staff recommends renewing this agreement for 2012. The City's expenditures this year will be approximately \$2,000 for irrigation. As in previous years, there will be no fee associated with community members who want a plot. Participation expanded last year, thanks largely to a City donation of supplies for more wood boxes. Voluntary donations will be accepted.
Attachments: Yes

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
2,000.00	-0-	2,000.00	-0-
Budget Explanation: Irrigation costs are included in the 2012 Facilities budget			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: 24 January 2012	Approvals: Chair/Councilmember Dan Swatman Councilmember Mark Hamilton Councilmember Randy McKibbin	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 2/14/12	Tabled to Date:

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

RESOLUTION NO. 2179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH BONNEY LAKE COMMUNITY RESOURCES FOR OPERATION OF THE BONNEY LAKE COMMUNITY GARDEN.

WHEREAS, the City of Bonney Lake wishes to make a community garden available to the public on city-owned property; and

WHEREAS, Bonney Lake Community Resources successfully operated the community garden on behalf of the City of Bonney Lake in 2010 and 2011; and

WHEREAS, Bonney Lake Community Resources is willing to operate such community garden in 2012 on the same terms and conditions as 2010 and 2011;

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 14th day of February, 2012.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

**LEASE AGREEMENT
FOR A COMMUNITY GARDEN
ON DOWNTOWN PROPERTY**

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

BLCR has the necessary experience and personnel, and is willing to enter into this Agreement to operate said community garden; and

The City desires to partner with BLCR to successfully provide a community garden for community benefit and mutual benefits for BLCR patrons and the Bonney Lake Senior Center;

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 BLCR, for the term and upon the conditions and provisions hereafter specified the right and privilege to operate and maintain a community garden on City property located at 18417-18429 89th Street East. This grant is expressly conditioned on operation of a community garden that is consistent with and in furtherance of the public's use.

1.2 The term of this agreement shall be from **January 1, 2012** , to **December 31, 2012**.

1.3 BLCR will maintain its 501(c)3 status for the duration of this agreement.

1.4 BLCR shall coordinate all volunteer efforts. The Mayor and/or his designee shall provide ongoing, general guidance and input to the City's need for a successful community garden, but such guidance shall not be construed to create an employment relationship between the parties. BLCR will administer the project as an independent contractor, and its employees, agents, and

volunteers will not be under the control or supervision of Bonney Lake, or its employees, agents or volunteers.

1.5 A lease payment of \$1.00 shall be remitted to the City of Bonney Lake upon signing of this Agreement.

1.6 The community garden will be located on three City owned lots located at 18417-18429 89th Street East, Bonney Lake.

1.7 The City shall provide irrigation for the community garden with garden hoses hooked up from the adjacent City-owned parcel to the east. BLCR shall remove solid waste from the site.

1.8 BLCR may collect voluntary, charitable donations while running the community garden. There shall be no mandatory fee. BLCR shall leave at least 50% of the available space to the general public. Plot size will be listed on an application form. The City will provide to BLCR request forms in a timely manner. The City shall oversee and approve the selection list for plots available for public use.

1.9 BLCR 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 BLCR's operations. BLCR agrees to include the City as a co-insured on the insurance policy required above in this paragraph. BLCR shall provide a certificate of insurance to the City.

1.8 BLCR shall not erect any sign on the City property or in the vicinity thereof without obtaining the advance approval of the City.

1.9 BLCR 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.

II. Non-Discrimination Policy

2.1 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 volunteer 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 (including , 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.

III Termination by City

3.1 If, in the judgment of the Mayor, the manner of operation of the community garden does not meet the requirements of this Agreement, or if BLCR is in default of any other term of this Agreement, City shall give BLCR a written notice specifying the particulars of the unsatisfactory performance.

3.2 If BLCR 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.

3.3 Notwithstanding the above, nonpayment of the lease amount 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.

IV. Termination by BLCR

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

V. No Assignment

5.1 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.

VI. Interpretive Provisions

6.1 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.

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

6.3 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.

6.4 Each term of this Agreement is material and breach by BLCR 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.

6.5 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.

6.6 This Agreement contains the entire agreement between BLCR 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.

6.7 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:

BLCR

James J. Dionne,
City Attorney

CEO

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

Department/Staff Contact: PW / Director Dan Grigsby	Meeting/Workshop Date: 14 February 2012	Agenda Bill Number: AB12-15
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2182	Councilmember Sponsor: Katrina Minton-Davis

Agenda Subject: Right of Way Acquisition on 103rd Street

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Acquisition Of Right Of Way For 103rd Street.

Administrative Recommendation:

Background Summary: Resolution 1704, passed on 12 June 2007, authorized the Mayor to acquire Right of Way (ROW) for the 192nd Ave Corridor, including sections of 103rd Street. The property owner has agreed to dedicate this ROW if the City will connect his duplex, located on the same parcel, to the City Sewer System. Utilizing funds from the Septic System Abatement Program and city crews, the sewer connection and emergency access road construction can be built by city crews. This ROW is 30 feet wide and 164 feet long. It will connect the private road to the public road on 103rd Street. This will enable the City to build an emergency access road to be used by residents, living at the top of the steep hill on 192nd Ave, when they cannot safely drive their vehicles on the hill during snow storms. During periods when snow and ice do not present a safety concern, this access road will be closed with a gate by City staff; however, it will still be useable by bicyclists and pedestrians, especially children walking to school.

Attachments: Resolution 2182, Site Plan, Cost Analysis, ROW Dedication Form

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$458,000	\$387,573.19	\$14,705	\$372,868
Budget Explanation: Budget Explanation: 402.020.035.594.35.63.05 Septic System Reduction Program			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development	Approvals:	Yes No
	Date: 7 February 2012	Chair/Councilmember Randy McKibbin	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Jim Rackley	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Katrina Minton-Davis	<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): 14 February 2012	Tabled to Date:

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

RESOLUTION NO. 2182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE ACQUISITION OF RIGHT OF WAY ON 103RD STREET EAST.

Whereas, the City Council accepted the 192nd Avenue East Corridor Study and recommended route with Resolution 1539 on February 28th, 2006; and,

Whereas, the City Council authorized the Mayor to proceed with acquisition of Right of Way for the 192nd Ave Corridor, from SR410 to Rhodes Lake Road, by Resolution 1704 on June 12, 2007; and,

Whereas, acquisition of this 4,921 square feet of Right of Way on Pierce County Tax Parcel Number 0519045012, owned by Gary and Laurie Buck, under the terms described in the Right of Way Dedication is at a reasonable cost to the City; and,

Whereas, acquisition of this property will allow City staff to build an emergency access road for use by City residents, with properties on the 192nd Ave corridor, during snow storms ; and,

Whereas, this access road will provide a safe route to school for children throughout the year; and,

Whereas, sewer line construction and associated road restoration work will be funded using Septic System Abatement funds;

Now, Therefore, the City Council hereby authorizes the Mayor to acquire the 103rd Street Right of Way and for City staff to construct the necessary sewer improvements.

PASSED by the City Council this 14th day of February 2012.

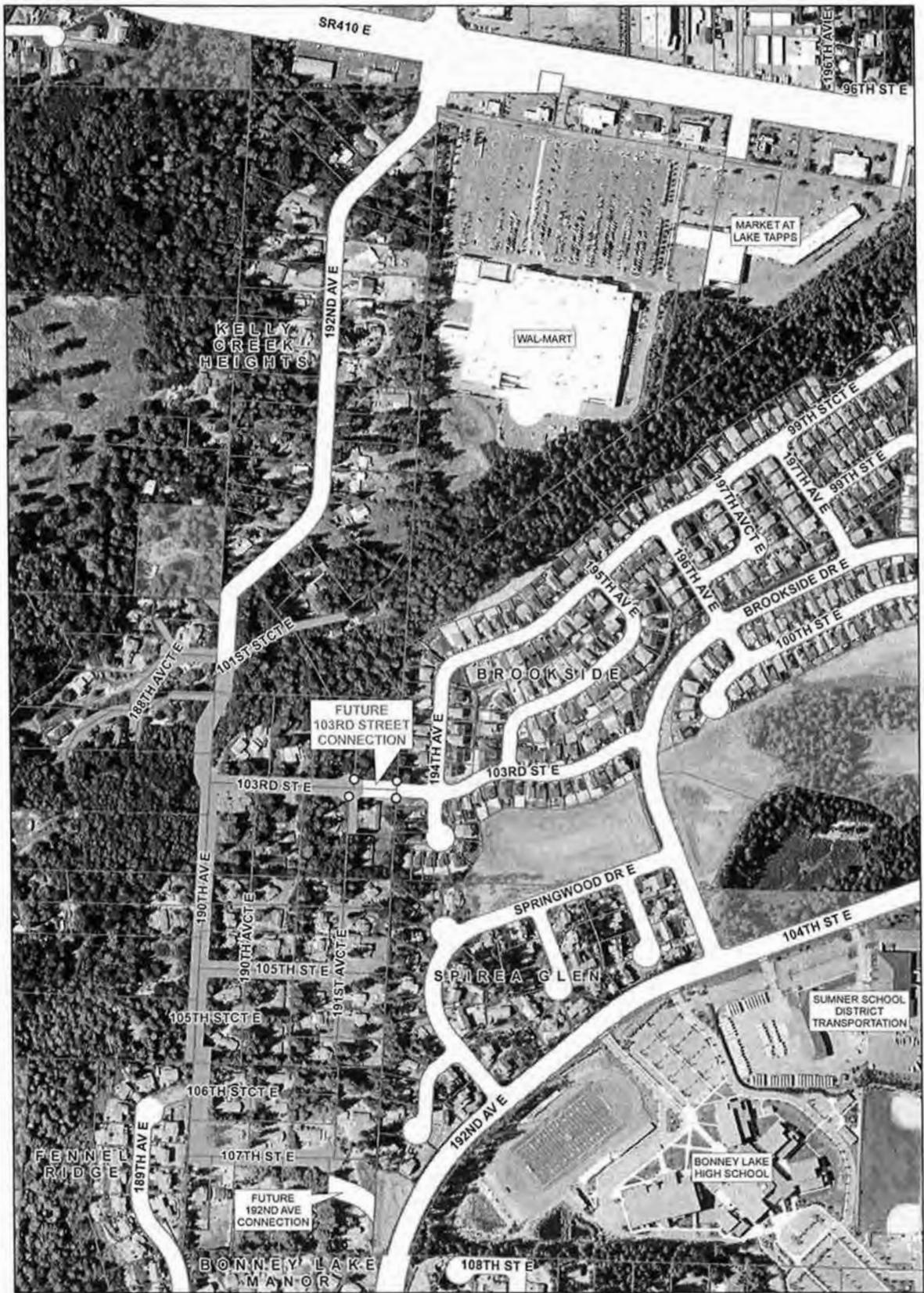
Mayor Neil Johnson, Jr.

ATTEST:

APPROVED AS TO FORM:

Harwood T. Edvalson, CMC
City Clerk

James Dionne, City Attorney



-  Future Road Connection
-  Public Roads
-  Private Roads
-  City-owned Property
-  Tax Parcels

103rd Street Connection for the 192nd Avenue Corridor Project



Pierce County Assessor-Treasurer ePIP

Parcel Map for 0519045012

07/14/2011 11:19 AM

Property Details	Taxpayer Details
Parcel Number: 0519045012	Taxpayer Name: BUCK GARY D & LAURIE J
Site Address: 11916 TO 11918 103RD ST E	Mailing Address: 4834 N ISLAND DR E
Account Type: Real Property	BONNEY LAKE WA 98391-8680
Category: Land and Improvements	
Use Code: 1202-DUPLEX 2 UNITS	

RTSQ Maps: Normal (200 Scale) | Detailed (100 Scale)
For additional mapping options, visit [Public GIS](#)

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. All critical information should be independently verified.

"Our office works for you, the taxpayer"

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

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COST-BENEFIT Analysis of 103rd Street Acquisition

2-Feb-12

Project Title:
103rd Street Septic System Abatement and
192nd Ave Corridor Emergency Access
Road

Site Location:
Northern 30 feet of Parcel No.
0519045012, 19118 &19116
103rd Street a duplex

Size of ROW Dedication:
30 x 164 s.f. = 4,921 s.f.

COST:

Planned

Contractor

Street Construction:

Tree removal in area = 30 x 164 = 4,920 s.f.
Cost = \$2,500
Stump removal & disposal fees

\$0
\$7,500

Sale of timber will nullify this charge

Grading
Road Base

\$0
\$1,461

4" Crushed Rock

Asphalt Patch Repair (sewer tie in) 504 s.f

\$857
\$350

\$63/Ton @ 12.45 Tons

Gate and RIP RAP to control access by City

2 - 10' gates (Del's)

Sewer Line Construction:

Sewer Line from Duplex to 194th Ave Sewer Line
Decommission one or two septic tanks
Connect each duplex to new sewer line

\$2,000
\$600
\$600

Sub-Total = \$13,368

With Contingency (10%) = \$14,705

City pays two Sewer SDC fees for duplex at \$9,387 per connection; OR, wave SDC since in same fund (2012 rate)

\$18,774

Total Costs = \$46,847

BENEFIT:

Value of Property Dedicated by
Property Owner at \$5 per s.f. =

\$24,605

OTHER BENEFITS:

1. Emergency Access from 190th Ave during snow-ice storms.
2. Walking route to school for children from 192nd Ave Corridor Area, without crossing private property.
3. Provide year round pedestrian access to Wal-Mart/Target shopping area from Brookside, Bonney Lake Manor area.
4. Remove two living units (one duplex) from septic system.
5. Additional monthly sewer revenue from duplex units.

WHEN RECORDED RETURN TO:

City of Bonney Lake
Attention: City Clerks Office
P.O. Box 7380
Bonney Lake WA 98391

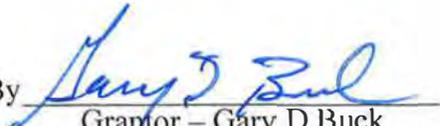
RIGHT OF WAY DEDICATION

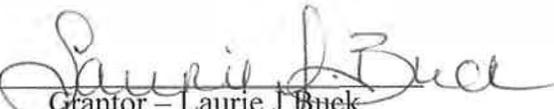
The Grantor(s), Gary D Buck and Laurie J Buck (herein called the "grantor") hereby dedicates, conveys, and grants to City of Bonney Lake, a municipal corporation, (herein called the "grantee") and its successors and its assigns, right-of-way easement, to be used for all lawful right of way purposes, surface and subsurface, including but not limited to right of way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, Stormwater and such other uses that municipalities may make of rights-of-way from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are unrestricted in location within the right-of-way and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

Said lands being situated in the City of Bonney Lake, Pierce County, Washington State legally described in Attachment "A" and Exhibit "B" attached hereto.

In full consideration thereof, the Grantee shall connect one duplex residential unit located on this parcel (Number 051904-5012) to the City sewer system at no cost to the Grantor. This will include decommissioning of the septic system serving this unit, installing a sewer line from the unit to a City sewer line, and payment of all fees and other charges associated therewith.

The grantor warrants that the grantor has good title to the above property and warrants the grantee title herein.

By 
Grantor - Gary D Buck

By 
Grantor - Laurie J Buck

DATED this 6th day of February, 2012

State of Washington)
County of Pierce) ss.

On this 6th day of February, 2012, before, me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY D BUCK and LAURIE J BUCK, to me known to be the person(s) who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year first above written.



Marlyn E Campbell
Print Name: Marlyn E Campbell
Notary Public in and for the State
of Washington, residing at Bonney Lake, Pierce
My commission expires: 5-1-14

GRANTEE:
CITY OF BONNEY LAKE

By: _____
Neil Johnson Jr., Mayor

Approved as to form: _____
City Attorney

State of Washington)
County of Pierce) ss.

On this _____ day of _____, 2012, before, me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year first above written.

Print Name: _____
Notary Public in and for the State
of Washington, residing at _____
My commission expires: _____

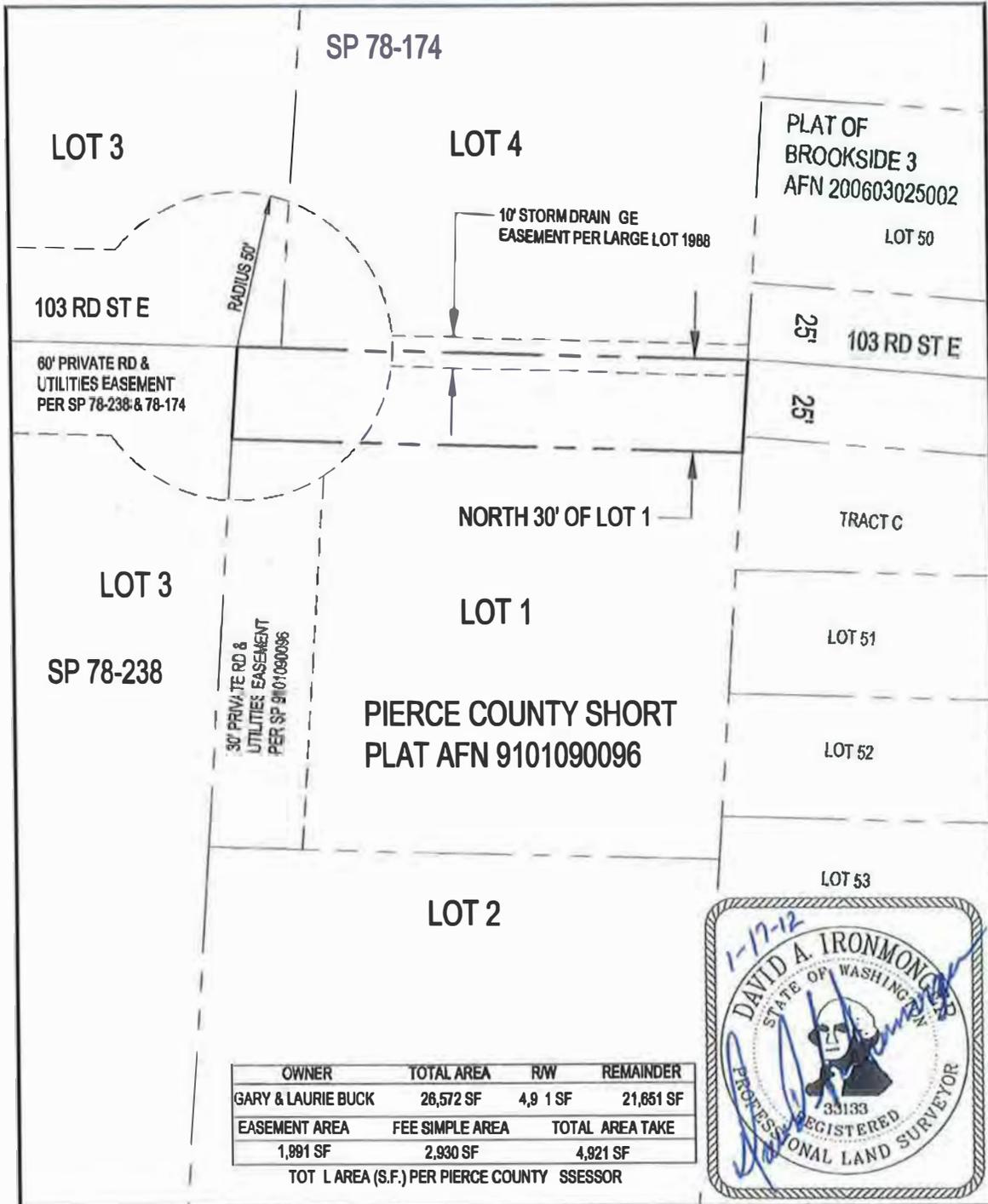
EXHIBIT A

**RIGHT-OF-WAY DESCRIPTION
BUCK PROPERTY
TAX PARCEL 051904-5012**

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS.

THE NORTH 30.00 FEET OF LOT 1 OF PIERCE COUNTY SHORT PLAT RECORDED UNDER RECORDING NUMBER 9101090096, RECORDS OF PIERCE COUNTY AUDITOR.





Parametrix DATE: January 17, 2012 FILE: PU2141811013P04T276V-BA

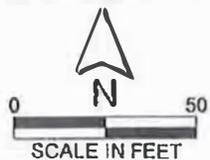


EXHIBIT B
BUCK PROPERTY
TPN 0519045012

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 14 February 2012	Agenda Bill Number: AB12-16
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2183	Councilmember Sponsor: Randy McKibbin

Agenda Subject: Authorize Professional Services Agreement to Cascade Right-of-Way Services, Inc. for Main Street Improvements Right-of-Way Services

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Professional Services Agreement To Cascade Right-Of-Way Services, Inc. For Main Street Improvements Right-Of-Way Services.

Administrative Recommendation:

Background Summary: The City Council approved Ordinance 2162 on October 25, 2011 for the completion of the final Plans, Specifications, and Engineering package for the construction of the SR 410 - Main Street Intersection Improvement project. This design effort has identified several ROW purchases to construct this project. This agreement will initiate the ROW acquisition process.
Attachments: Professional Services Agreement, Exhibit A: Scope of Work, Resolution, Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$70,000	\$70,000	\$26,280	\$43,720
Budget Explanation: 301.050.032.595.20.63.01 Right-of- Way - Main St / SR 410 Intersection Franciscan Medical Health Center Share: \$1,000,000 & Available TIF			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development Date: 7 February 2012	<i>Approvals:</i> Chair/Councilmember Randy McKibbin Councilmember James Rackley Councilmember Katrina Minton-Davis	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <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):	Tabled to Date:

APPROVALS		
Director: Dan Grigsby	Mayor: Neil Johnson Jr.	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE PROFESSIONAL SERVICES AGREEMENT TO CASCADE RIGHT OF WAY SERVICES, LLC FOR RIGHT OF WAY ACQUISITION WITHIN THE MAIN STREET INTERSECTION IMPROVEMENTS PROJECT LIMITS.

WHEREAS, the City Council approved the design contract for the Main Street and SR 410 Intersection Improvements Project by Resolution 2162 on October, 25, 2011; and

WHEREAS, the design has identified several partial property acquisitions required to construct the improvements proposed in the design; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to approve the contract to Cascade Right of Way Services, LLC for the sum not to exceed \$26,280 for the valuation and negotiation to purchase the required land to construct the SR 410 – Main Street Intersection Improvements.

PASSED and adopted by the City Council this 14th day of February 2012.

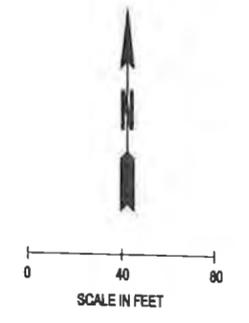
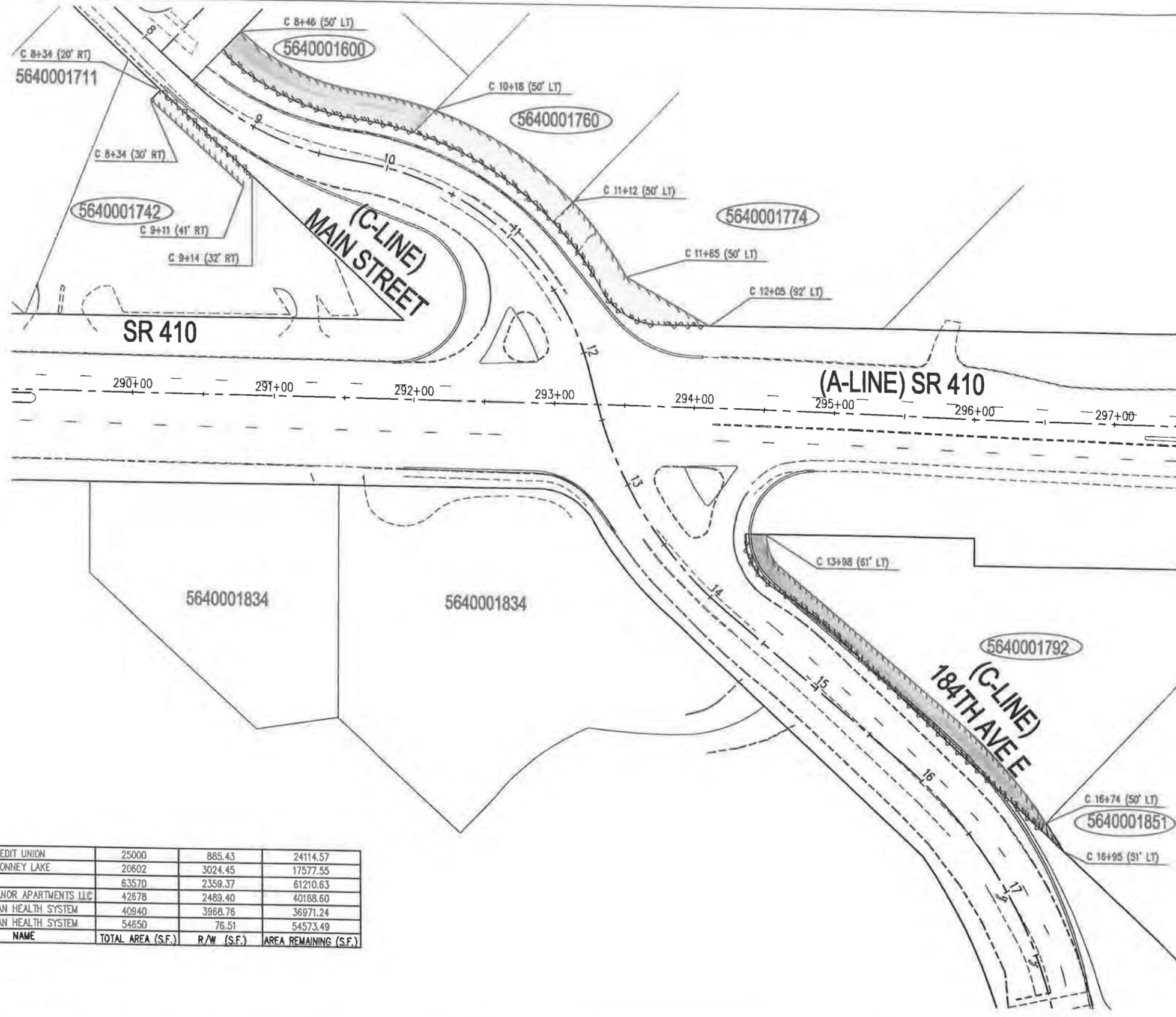
Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



5640001742	SOUND CREDIT UNION	25000	885.43	24114.57
5640001600	CITY OF BONNEY LAKE	20602	3024.45	17577.55
5640001760	F R 1	63570	2359.37	61210.63
5640001774	OCEAN MANOR APARTMENTS LLC	42678	2489.40	40188.60
5640001792	FRANCISCAN HEALTH SYSTEM	40940	3968.76	36971.24
5640001851	FRANCISCAN HEALTH SYSTEM	54650	76.51	54573.49
PARCEL NO.	NAME	TOTAL AREA (S.F.)	R/W (S.F.)	AREA REMAINING (S.F.)


SHEA • CARR • JEWELL
 ENGINEERING AND PLANNING SERVICES
 2102 CARRIAGE DRIVE SW, BLDG. H, OLYMPIA, WASHINGTON 98502
 P: 360-352-1465 F: 360-352-1509
 WWW.SHEACARRJEWELL.COM

HORIZONTAL SCALE:	1"=80'-0"
DATE:	APRIL 2010
JOB No.:	610.06
DRAWING FILE No.:	610.06-ROW-1

RIGHT OF WAY EXHIBIT

SHEET No.
ROW-01
 SHEET No.
1

JUL 14, 2010 4:31:20PM - UNIT 0000
 N:\PROJECTS\610 CITY OF BONNEY - 10-06 SR 410 CHANGE BUCKLEY HWY TO ANGLENE ROAD\PHASE 05 PRELIMINARY DESIGN\DRAWINGS\DWG1.DWG

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012, by and between the City of Bonney Lake (" City") and Cascade Right-of-Way Services, Inc. (" Consultant").

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- 3. Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the 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:  _____
Cascade Right-of-Way Services, Inc.

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:

SR 410 – Main Street Improvements

Right-of-Way Services

January 10, 2012

The City of Bonney Lake is in the process of designing improvements to the above named project. The proposed improvements require the valuation and negotiation of property interests for up to three (3) parcels specifically identified as Pierce County Assessor's Parcel Nos. 5640001774, 5640001760 and 5640001742.

Process

Cascade Right-of-Way Services, Inc. (hereinafter known as CONSULTANT) will provide right-of-way acquisition, appraisal, and review appraisal services for the above stated property interests using procedures specified herein and in accordance with the Washington State Department of Transportation (WSDOT) *Right-of-Way Manual* and *Local Agency Guidelines*, which by this reference are made a part of this Agreement.

The CONSULTANT will contract with an appraiser and a review appraiser listed on the latest WSDOT Fee Appraiser List for appraisal and appraisal review services.

The CONSULTANT will contact property owners, advise them of the process, assemble negotiation packages, and schedule appointments. The CONSULTANT will supply all necessary transfer documents using city forms (excluding legal descriptions which will be provided by the CITY). The CONSULTANT will manage the documents, obtain signatures, and submit them to the CITY for approval.

Upon reaching a mutually acceptable agreement, the CONSULTANT will then coordinate with an Escrow and Title Company to clear any necessary title encumbrances and close the transactions.

The CONSULTANT will provide the following:

140.1) Valuation of Proposed Acquisition Areas

- a) The CONSULTANT will contract with a WSDOT-approved appraiser for valuation services. The appraiser will prepare summary narrative appraisal reports where appropriate. It is assumed the project will require three (3) summary narrative appraisals for the proposed acquisitions.
- b) The CONSULTANT will perform appraisal functions to the limit of the authority set forth in the title reports, project maps, determination of fair market value, and the manuals noted above. Each appraisal will be reported in accordance with the Code of Professional Ethics and subject to the requirements of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP). Compliance with the State of Washington certification requirements will be met by all appraisers and review appraisers assigned to this project.

140.2) Appraisal Review

The CONSULTANT will contract with a WSDOT-approved review appraiser for appraisal review services. Upon completion of the review appraisal(s), they will be submitted to the CITY for review and approval. Upon approval, the CONSULTANT will begin negotiations. It is assumed there will be three (3) review appraisal(s) for this project.

140.3) Negotiations

The CONSULTANT will assemble negotiation packages, contact property owners to schedule an appointment to begin negotiations, and advise them of the process. Absentee owners will be contacted and negotiations conducted by telephone. The CONSULTANT will notify the CITY of those owners with whom contact could not be made and request direction on how to proceed.

The CONSULTANT will assure that negotiations are performed only to the limit of authority delineated by the title reports, project maps, determined fair market value, procedures manual, acquisition schedule, or written instructions issued by the CITY.

The CONSULTANT will work such days and hours as may be necessary to meet with interested property owners that may not be available during regular working days or hours.

The CONSULTANT will provide a diary with all negotiation packages submitted to the CITY. The diary information will include, at a minimum, the time, place, amount of offer, to whom the offer was made, parties present, and owner response.

At the first negotiation meeting or phone conversation with each property owner or their agent, the CONSULTANT will explain the purpose and need for the project, identify what is needed from each owner's property for the project, attempt to receive a commitment from the owner to accept the CITY'S offer, and make record of all information needed to prepare closing documents.

The CONSULTANT will assure that up to three negotiation contacts are made with each interested party (owner or owner's agent) in order to acquire valid title to the needed property rights as shown on the project map or as instructed in writing by the CITY. Any additional personal contact with the owner or their representative will be negotiated as extra work.

Following a successful negotiation, all closing documents will be presented to the owner for signature. When all documents are signed, the CONSULTANT will deliver them to the CITY for review and signing and then coordinate the closing with an escrow company approved by the CITY. The CITY will pay for all recording fees, title reports, and typical closing costs. Should any documents require revisions or if the terms are found unacceptable to the CITY, the CITY will make clear the appropriate revisions required for re-negotiations.

140.4) Closing Coordination

It is assumed the CITY will contract directly with the escrow company for closing. When the CITY receives acceptable documents from the CONSULTANT, they will be signed by the CITY and forwarded to the title/escrow company for processing, recording and closing. The escrow company will be responsible for the preparation and receipt of all signatures for all documents such as Waivers of Compensation, Requests for Partial Re-conveyance, and satisfaction of all liens and encumbrances for each parcel.

In the event the escrow company needs additional information from property sellers, the CONSULTANT will assist the title company in obtaining the needed information. As each transaction is closed, the escrow company will then record all documents and return originals to the CITY.

140.5) Preparation of Documents

The CONSULTANT will prepare and provide First Offer Letters, Request for Taxpayer Identification Number and Certification documents (W-9), Real Property Vouchers, Real Estate Tax Affidavits, and Deeds. The CITY will provide in electronic format legal descriptions and parcel exhibits. The CONSULTANT will also prepare the Right-of-Way Diaries for documentation of individual parcel contacts.

140.6) Temporary Construction Permits

The CONSULTANT will prepare and attempt to secure signatures on Temporary Construction Permits (TCP's) for up to (three) 3 parcels where acquisitions are involved. Said permits will be completed in a format provided by the CITY. It is assumed no compensation will be paid for said Temporary Construction Permits as they are for the mutual benefit of the landowners and the City.

140.7) Progress Reports/Invoicing

Included in this task is time for completing monthly progress reports and preparing invoices.

140.8) Valuation Services

To be provided by Appraisal Solutions Northwest, Inc.

140.9) Review Appraisal Services

To be provided by the Granger Company.

Condemnation

If the CONSULTANT does not reach a successful agreement with the owner(s), the documents will be referred to the CITY. The CITY will then decide on the next step with any unsuccessful negotiations. The CITY may wish to proceed with condemnation. Condemnation proceedings are the responsibility of the CITY, unless the CONSULTANT is authorized to assist in the condemnation process by a supplement to the Contract. The preparation, negotiation and execution of Possession & Use Agreements are considered a part of the condemnation process.

Direct expenses associated with limited liability guarantees, title reports, title insurance, escrow fees, other closing costs and payments to property owners will be the responsibility of the CITY.

Relocation

It is assumed that no relocation will be required for this project.

If relocations are found to be necessary and the CITY wishes to have the CONSULTANT assist in the relocation process, that work will be negotiated and added by supplemental agreement.

Survey

The CITY will stake the proposed right-of-way and easement lines with nails, lath or paint at intervals sufficient to provide inter-visibility.

End Scope of Work

EXHIBIT B: RATES

**Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule**

NEGOTIATED HOURLY RATE (NHR):						
<u>Classification</u>	<u>Man Hours</u>	<u>x</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>	
RIGHT OF WAY AGENT	123	x	\$85.00	=	\$10,455.00	
Total Hours =	123				Total NHR =	\$10,455.00
REIMBURSABLES:						
MILEAGE @	550	x	0.50	=	\$275.00	
Postage Expenses				=	\$40.00	
			SUB TOTAL			\$315.00
SUBCONSULTANT COST:						
Appraisal Solutions Northwest @	\$11,700.00	x	1.10	=	\$12,870.00	
The Granger Company @	\$2,400.00	x	1.10	=	\$2,640.00	
			SUB TOTAL			\$15,510.00
MANAGEMENT RESERVE FUND						
Management Reserve			\$0.00	=		\$0.00
TOTAL				=		\$26,280.00

**Consultant Fee Determination – Man-Hour Sheet
(Specific Rates of Pay)
Fee Schedule**

PROJECT NAME: CITY OF BONNEY LAKE SR410 – MAIN STREET IMPROVEMENTS		RIGHT OF WAY AGENT
TASK #		
140.1	Valuation Coordination	
	Coordinate with appraisal sub	3
140.2	Appraisal Review Coordination	
	Coordinate with review appraiser	2
140.3	Negotiations	
	Assemble packages	13
	Negotiations	45
	Follow up and documentation of contacts	6
	Reconveyance Coordination	9
140.4	Closing Coordination	
	Coordination with Escrow	12
140.5	Preparation of Acquisition Documents	
	Preparation and management	18
140.6	Temporary Construction Permits	
	Preparation	12
140.7	Progress Reports/Invoicing	
	Preparation and submittal	3
140.8	Valuations	
	To be performed by Appraisal Solutions Northwest, Inc.	
140.9	Review Appraisals	
	To be performed by the Granger Company	
	HOURS PER DISCIPLINE	123

RESOLUTION NO. 2186

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE DUI (DRIVING UNDER THE INFLUENCE) & TRAFFIC SAFETY INTERLOCAL AND MUTUAL AID AGREEMENT

WHEREAS, the Bonney Lake Police Department would like to continue our partnership with an entity known as the Tacoma Pierce County DUI and Traffic Safety Task Force and;

WHEREAS, the Tacoma Pierce County DUI and Traffic Safety Task Force which promotes the targeting, apprehension and successful prosecution of individuals guilty of traffic infractions and offenses in general, and DUI's and violations of alcohol laws in particular; and

WHEREAS, multi-agency participation in such a Task Force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W.;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign the DUI (Driving Under the Influence) & Traffic Safety Task Force Interlocal and Mutual Aid Agreement.

PASSED BY THE CITY COUNCIL this 14th day of February 2012.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Gloria Mansfield Averill, Coordinator
Tacoma Pierce County DUI & Traffic Safety Task Force
Pierce County Community Connections
1305 Tacoma Avenue South
Suite 104
Tacoma, WA 98402

**DUI (Driving Under the Influence) & Traffic Safety Task Force
Interlocal Agreement
and
Mutual Aid Agreement**

County of Pierce
City of Buckley
City of Bonney Lake
City of Dupont
City of Edgewood
City of Fife
City of Fircrest
City of Gig Harbor
City of Lakewood
City of Milton
City of Orting
City of Puyallup
Town of Steilacoom
City of Sumner
City of Tacoma
City of University Place

Pierce County Traffic Safety Emphasis
Interlocal Agreement and Mutual Aid Agreement

WHEREAS, an entity known as the Tacoma Pierce County DUI and Traffic Safety Task Force has been created for the purpose of promoting the targeting, apprehending and the successful prosecution of individuals guilty of traffic infractions and offenses in general, and DUIs and violation of alcohol laws in particular; and

WHEREAS, it is the desire of various law enforcement agencies within Pierce County to participate in such Task Force; and

WHEREAS, multi-agency participation in such a Task Force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W.;

NOW, THEREFORE, it is mutually agreed as follows:

Section 1: Duration. This Agreement shall be in effect for a period from March 16, 2012 through March 16, 2014. It shall be extended automatically for an additional two (2) year period on March 17, 2014 unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety (90) days written notice to the other party.

Section 2: Scope. Parties to this Agreement will each provide law enforcement personnel for the apprehension of traffic offenders, and the enforcement of traffic and alcohol laws within targeted areas at any particular time as determined by the Task Force.

Section 3: Purpose. The purpose of this Agreement shall be the apprehension and successful prosecution of individuals guilty of traffic violations and offenses in general, within specifically targeted areas of Pierce County.

Section 4: Financing. Each participating agency shall bear the financial responsibility and liability for such of its employees that participate in the Task Force, including but not limited to salary, benefits and worker's compensation insurance.

Section 5: Administration. This Agreement shall be administered by the Task Force comprised of the Pierce County Sheriff and Chiefs of Police for the cities and towns listed in Attachment 1, or their respective delegates.

Section 6: Operations. Task Force operations, in connection with the emphasis patrols operating under this agreement, shall be coordinated by hosting agency's employee holding a rank of sergeant or higher. Provided that the coordination provided by Pierce County shall not be considered an allocation of liability under R.C.W. 10.93.040, nor that the Task Force is acting under the direction and control of Pierce County.

Section 7: Use of Property. Each agency shall be responsible for its own property used during the term of this Agreement and any property acquired by an agency during the term of this Agreement shall remain with the agency upon termination of the Agreement.

Section 8: Coordination. The Task Force Coordinator shall be responsible for coordinating Task Force related communications between participating agencies.

Section 9: Participating Agencies. A list of the agencies which will be participating in the Tacoma Pierce County DUI & Traffic Safety Task Force is attached hereto as Attachment 1. Such List of Authorized Agencies may be modified from time to time to add or delete agencies. Each participating agency shall maintain a current List of Authorized Agencies on file together with a copy of this Agreement.

Section 10: Filing. A copy of this Agreement shall be filed with the Pierce County Auditor.

Section 11: Consent. The undersigned hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by any and all properly certified or exempted officers engaged in any operations of the Tacoma Pierce County DUI & Traffic Safety Task Force. Each consent shall be valid during the tenure of the responsive undersigned individuals.

Section 12: Responsibility. The consents given in Section 11 above are not intended to reallocate, under R.C.W. 10.93.040, the responsibility of the participating agencies for the acts or omissions of their officers.

APPENDIX !

Pierce County Sheriff's Department
Buckley Police Department
Bonney Lake Police Department
Dupont Police Department
Edgewood Police Department
Fife Police Department
Fircrest Police Department
Gig Harbor Police Department
Lakewood Police Department
Milton Police Department
Orting Police Department
Puyallup Police Department
Steilacoom Department of Public Safety
Sumner Police Department
Tacoma Police Department
University Place Police Department

Town/City or County of Bonney Lake (print name of jurisdiction)

Dated this 14th day of February, 2012

(signature)

Chief Dana Powers (print name of police chief or Sheriff)
Bonney Lake Police Department (print name of police department)

Approved this 14th day of February, 2012

(signature)

~~Mayor/County Executive~~ Neil Johnson, Jr. (print name of mayor
or County Executive)
City of Bonney Lake (print name of city/town/county)

ATTEST:

(signature)

Town/City or County Clerk

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

Department/Staff Contact: Executive / Don Morrison	Meeting/Workshop Date: 14 February 2012	Agenda Bill Number: AB12-003
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2174	Councilmember Sponsor:

Agenda Subject: Extension of the Term of the City Administrator's Employment Agreement

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Extension Of The City Administrator's Employment Agreement.

Administrative Recommendation: Approve

Background Summary: The current employment agreement with City Administrator Don Morrison expires May 31, 2012. Mayor Johnson would like to retain the services of the City Administrator Morrison through the remainder of his current term in order to provide continuity of City operations, retain the institutional knowledge Don has acquired, and continue efforts to achieve the goals the mayor and council have established. The Mayor and City Administrator are content to extend the term only, with no changes proposed to the salary schedule, benefits, or other conditions of employment. After reviewing a variety of term options (attached), the Finance Committee concurred to support an extension through March 31st of 2014. That would be 3 months beyond the current term of Mayor Johnson. A three month extension beyond the end of the Mayors term would allow some time for a new mayor (if there is a change) to determine how he/she wanted to proceed. The Mayor and Administration had originally proposed a new four (4) year term.

Attachments: Resolution No. 2174

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

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee Date: 10 January 2012	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Mark Hamilton Councilmember Randy McKibbin	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to: Council Workshop	Consent	
		Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s): February 7, 2012	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed

RESOLUTION NO. 2174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXTEND THE TERM OF THE EMPLOYMENT AGREEMENT OF THE CITY ADMINISTRATOR.

WHEREAS, the Mayor would like to retain the services of the City Administrator through the remainder of his current term and a little beyond; and

WHEREAS, the City Administrator Morrison would like to have the term of the employment agreement extended, and

WHEREAS, both parties are content to continue the employment agreement under the same general provisions and conditions as previously agreed; and

WHEREAS, the majority of the City Council concurs with this recommendation;

Now therefore, be it resolved;

The City Council of the City of Bonney Lake, Washington does hereby authorize the Mayor to amend the term of the City Administrator's employment agreement to read as follows:

Section 2. Term. A. EMPLOYEE shall be retained as City Administrator of the City of Bonney Lake for a period extending through March 31, 2014.

PASSED by the City Council this 14th day of February, 2012.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney