

CITY COUNCIL MEETING

**May 28, 2013
7:00 P.M.**

AGENDA



“Where Dreams Can Soar”

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

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

***SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA:** If you have signed up prior to the Council meeting to speak with respect to a particular ordinance or resolution appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address 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 & Municipal 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. **Presentation:** Recognition of Robert Dalton for Service as a Civil Service Commissioner.
 - b. **Presentation:** AB13-71 – Stormwater Pollution Prevention Art Contest Awards.
 - c. **Presentation:** Recognition of High School Students Athletic & Academic Achievements.
- D. Agenda Modifications

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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/Economic Development Focus Group
- C. Public Safety Committee
- D. Other Reports

IV. CONSENT AGENDA:

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

- p. 13 A. **Approval of Minutes:** May 7, 2013 Workshop, May 11, 2013 Special Meeting, and May 14, 2013 Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Payroll for May 1st -15th, 2013 for checks #31103 - 31125 including Direct Deposits and Electronic Transfers in the amount of \$ 449,033.33.
- C. **Approval of Payroll:** Accounts Payable checks/vouchers #66125-66196 (including wire transfers #20130502, 20130503) in the amount of \$507,739.48. Accounts Payable checks/vouchers #66197-66227 for Utility refunds in the amount of \$2,970.55. VOIDS: 66016 – Duplicate payment; 66094 – Duplicate payment.
- p. 29 D. **AB13-65 – Ordinance D13-65 –** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 8.04 Of The Bonney Lake Municipal Code Relating To Garbage And Solid Waste.
- p. 37 E. **AB13-68 – Resolution 2304 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Professional Services Agreement With Parametrix For The Eastown Sanitary Sewer Profile Survey Base Map For The Future Frontage Roads.

V. FINANCE COMMITTEE ISSUES:

- p. 55 A. **AB13-67 –** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Sewer Trunk Line Improvements - Myers Road To Main Street Project With Insituform Technologies, LLC.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- p. 65 A. **AB13-63 – Resolution 2302 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring Property To Be Surplus, And Authorizing The Mayor To Dispose Of It In Accordance With BLMC 2.70.100. (Located at xxx 192nd Ave E, corner of 192nd Ave E and Sumner-Buckley Hwy, Parcel 0520338001).
- p. 71 B. **AB13-74 – Resolution 2306 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Labor Agreement With AFSCME Local 120 Representing The Public Works & General Government Employees, From January 1, 2013 Through December 31, 2014.
- p. 101 C. **AB13-73 –** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing Three Voting Delegates To The 2013 AWC Annual Conference

Business Meeting.

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

Department/Staff Contact: PW / Andrew Fonda	Meeting/Workshop Date: May 28, 2013	Agenda Bill Number: AB13-71
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor:

Agenda Subject: 2013 Stormwater Pollution Prevention Art Contest Award Ceremony

Full Title/Motion: n/a .

Administrative Recommendation:

Background Summary: The City of Bonney Lake’s National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit is a federal permit authorized under the Federal Clean Water Act of 1972 that regulates stormwater discharges to waters of the State. One of the major requirements under the Municipal NPDES Permit is that all affected municipalities create and implement a Stormwater Management Program (SWMP) which addresses five required program elements: 1) Public Education & Outreach, 2) Public Involvement & Participation, 3) Illicit Discharge Detection & Elimination, 4) Construction Site Run-Off, and 5) Operations & Maintenance of Post Construction Stormwater Facilities. While the permit went into effect in February of 2007, the permit phases program implementation requirements through 2013. As a Stormwater Management Program Public Education & Outreach event, the City invited local K-12 students to participate in an art contest depicting the following stormwater pollution prevention and water conservation messages; 1.Pollution / Illegal Dumping Reporting 2.Friendly Vehicle Washing 3.Water Conservation 4.Pet Waste Disposal 5.Used Oil Recycling 6.Household Hazardous Waste Disposal. Two winning drawings from each of the six messages will be utilized to develop a calendar to promote stormwater pollution prevention and water conservation practices. To encourage student participation, the City will award a \$50 cash prize to each of the twelve winning artists. Each winning artist will be recognized at an award ceremony and presented a \$50 cash prize. Funding is paid for with an NPDES grant.

Attachments: View full-size images online at http://www.ci.bonney-lake.wa.us/galleries/gallery_general/2013-winners

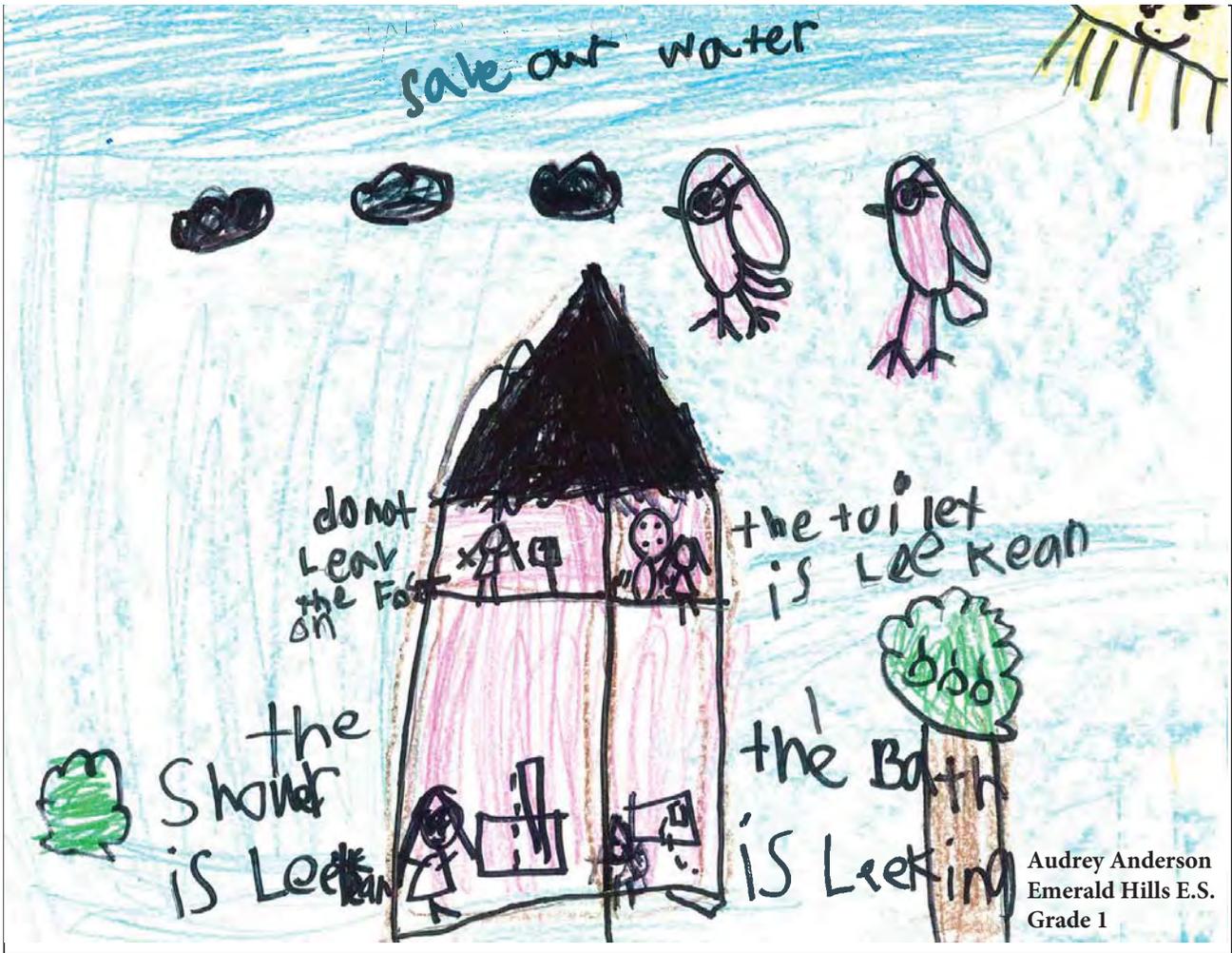
BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$82,300	\$8,368	\$600	\$7,768
Budget Explanation: 415.048.038.594.39.65.01 – NPDES Grant			
Revenue: Stormwater NPDES Grant (\$164,118 grant total- original \$114,118 + \$50,000 additional award)			

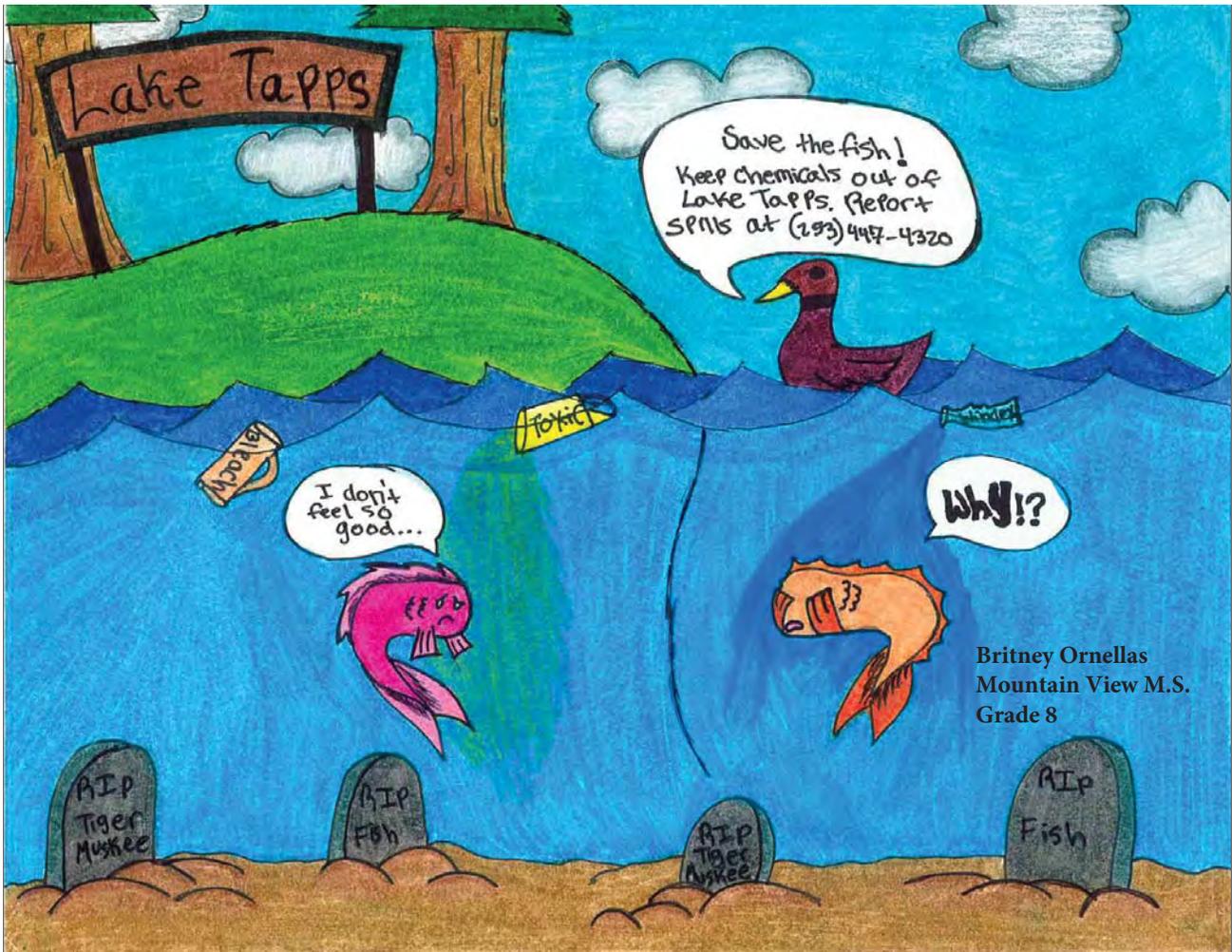
COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes No
	Date:	Chair/Councilmember	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	<input type="checkbox"/> <input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

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

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

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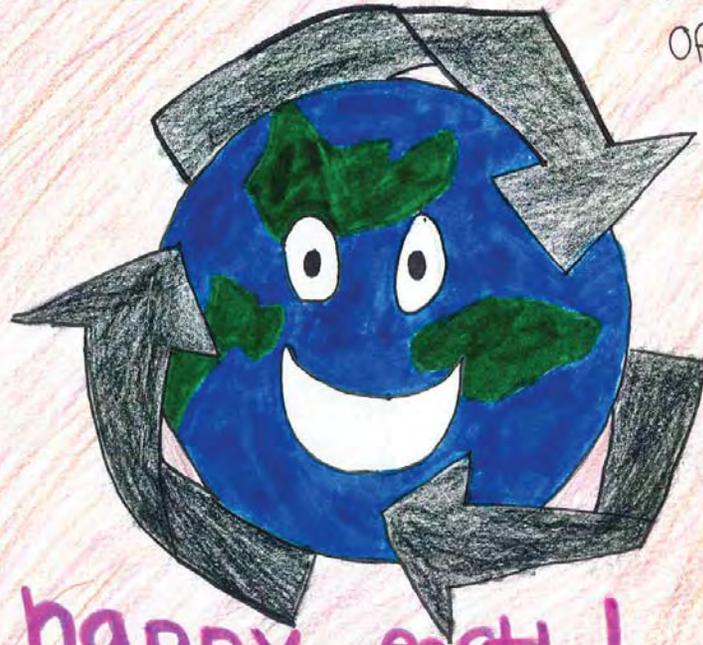
Britney Ornellas
Mountain View M.S.
Grade 8



Harry Haskins
Mountain View M.S.
Grade 8

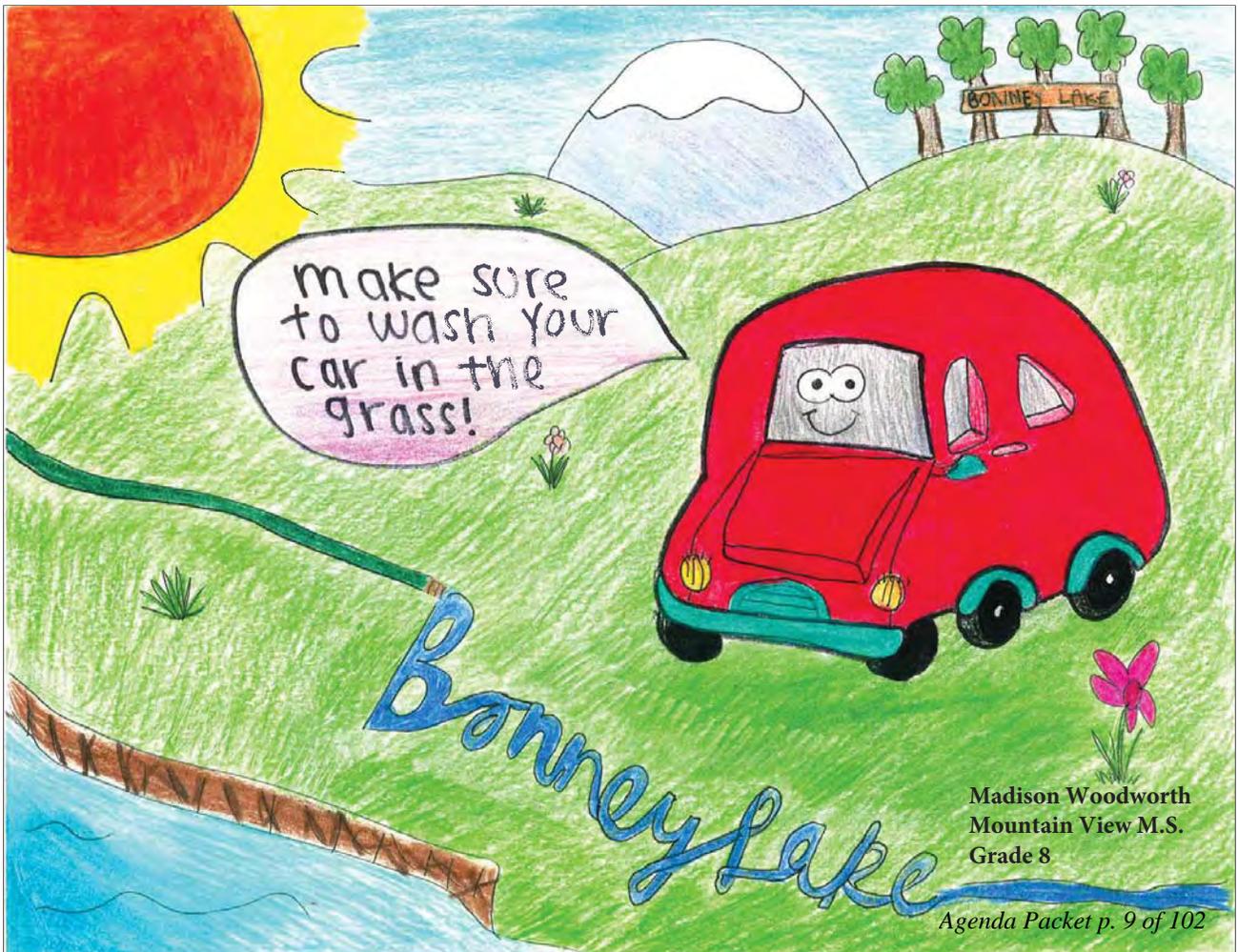
A clean earth....

Please properly dispose of household chemicals.

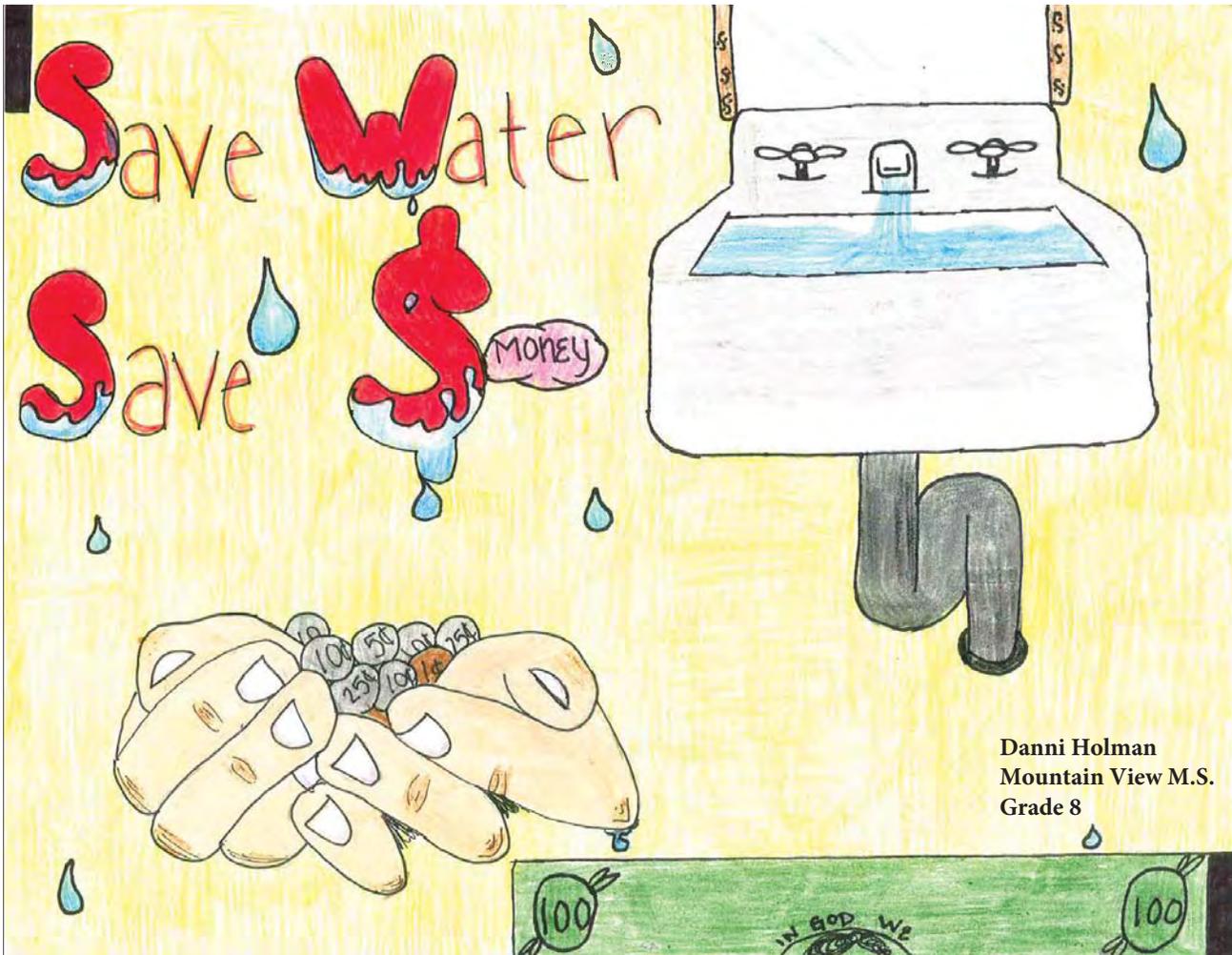


Is a happy earth!

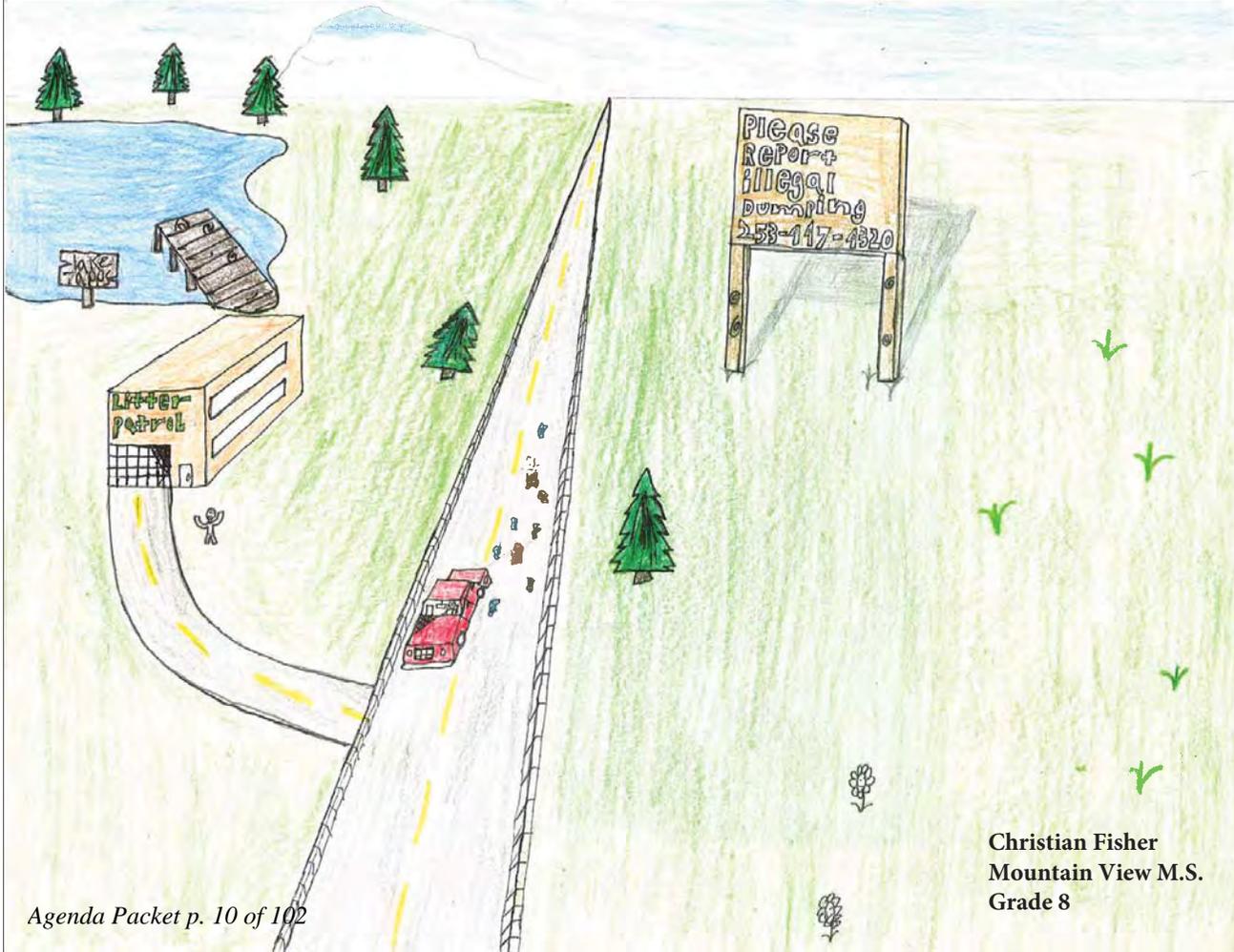
Amanda Hone
Mountain View M.S.
Grade 8



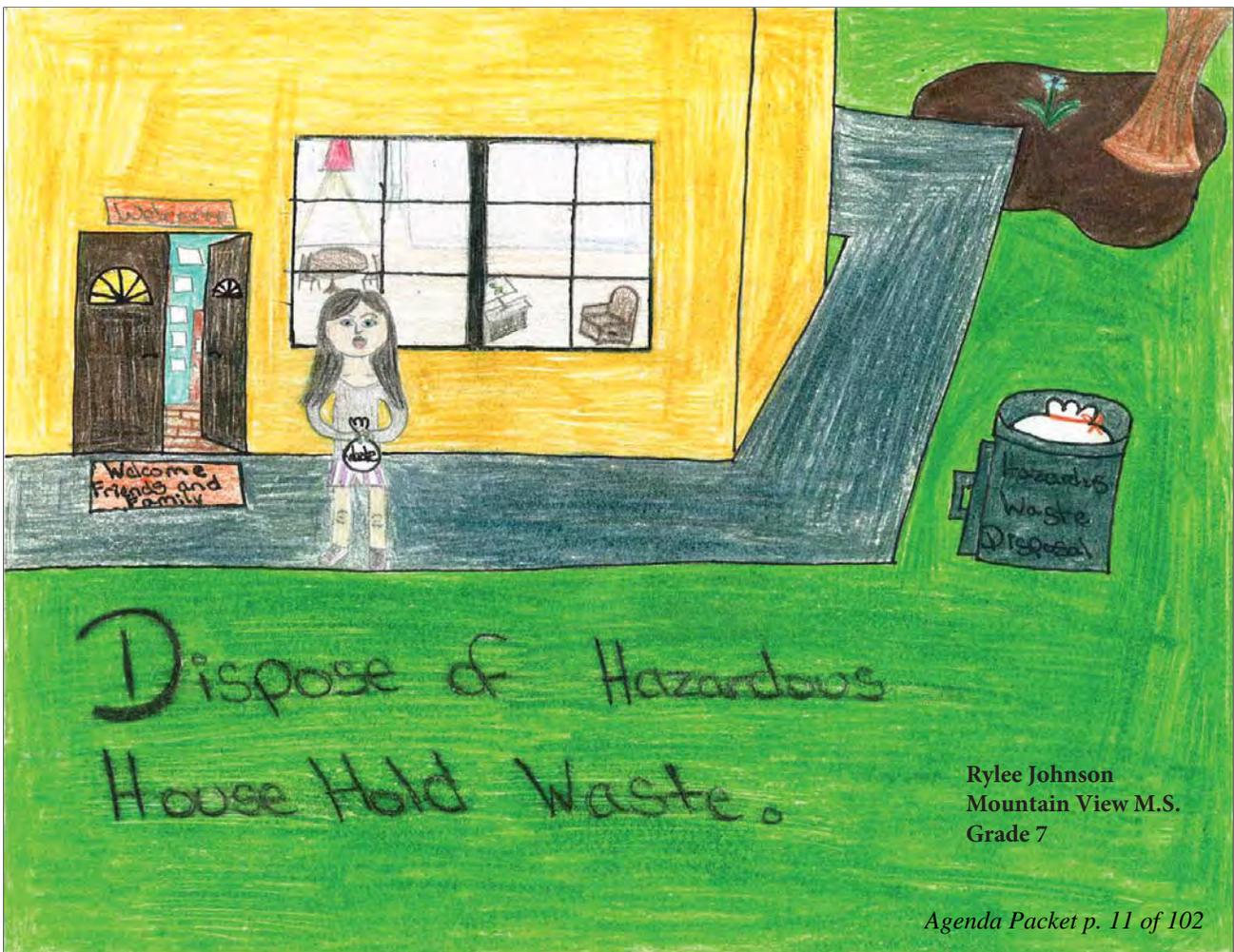
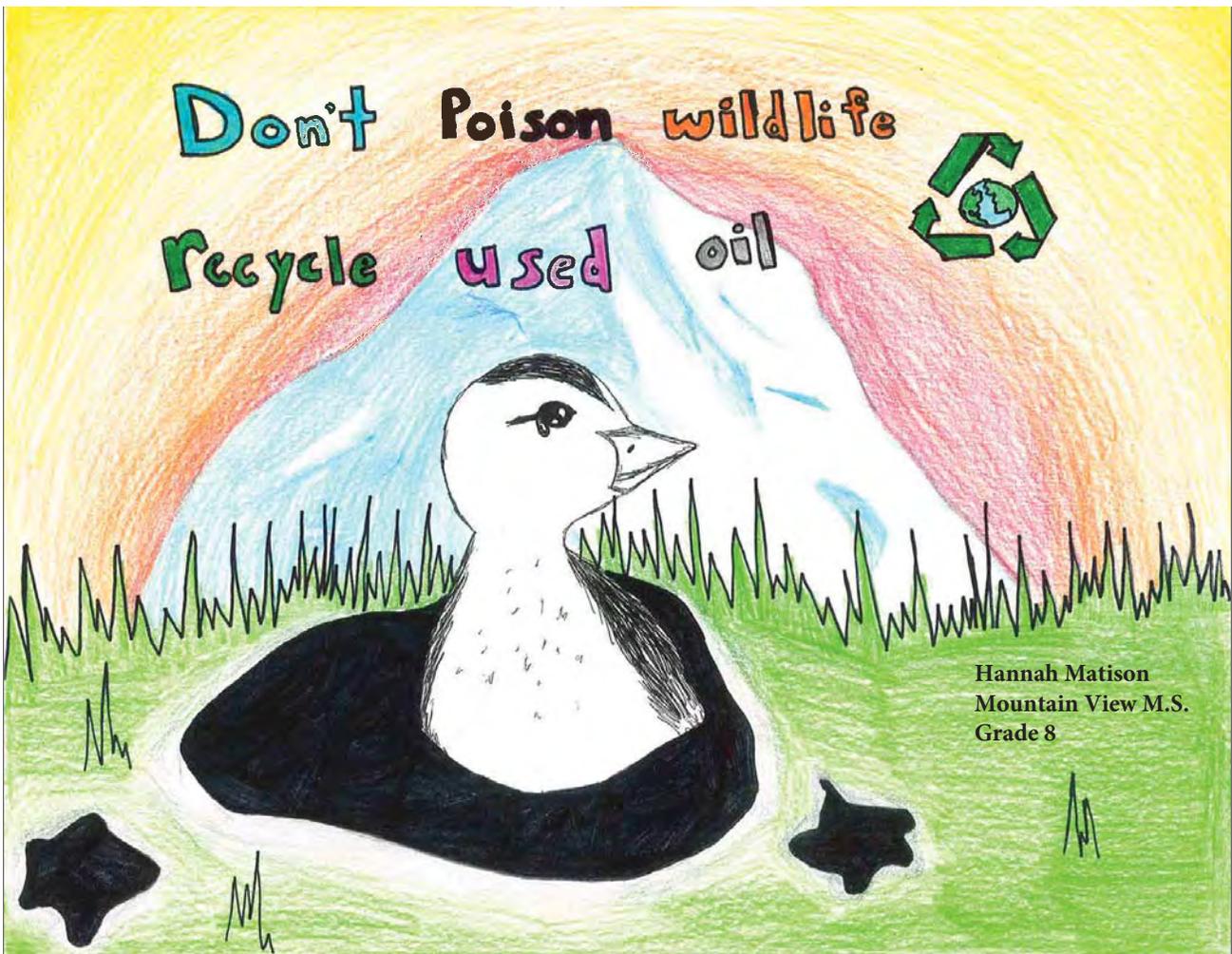
Madison Woodworth
Mountain View M.S.
Grade 8

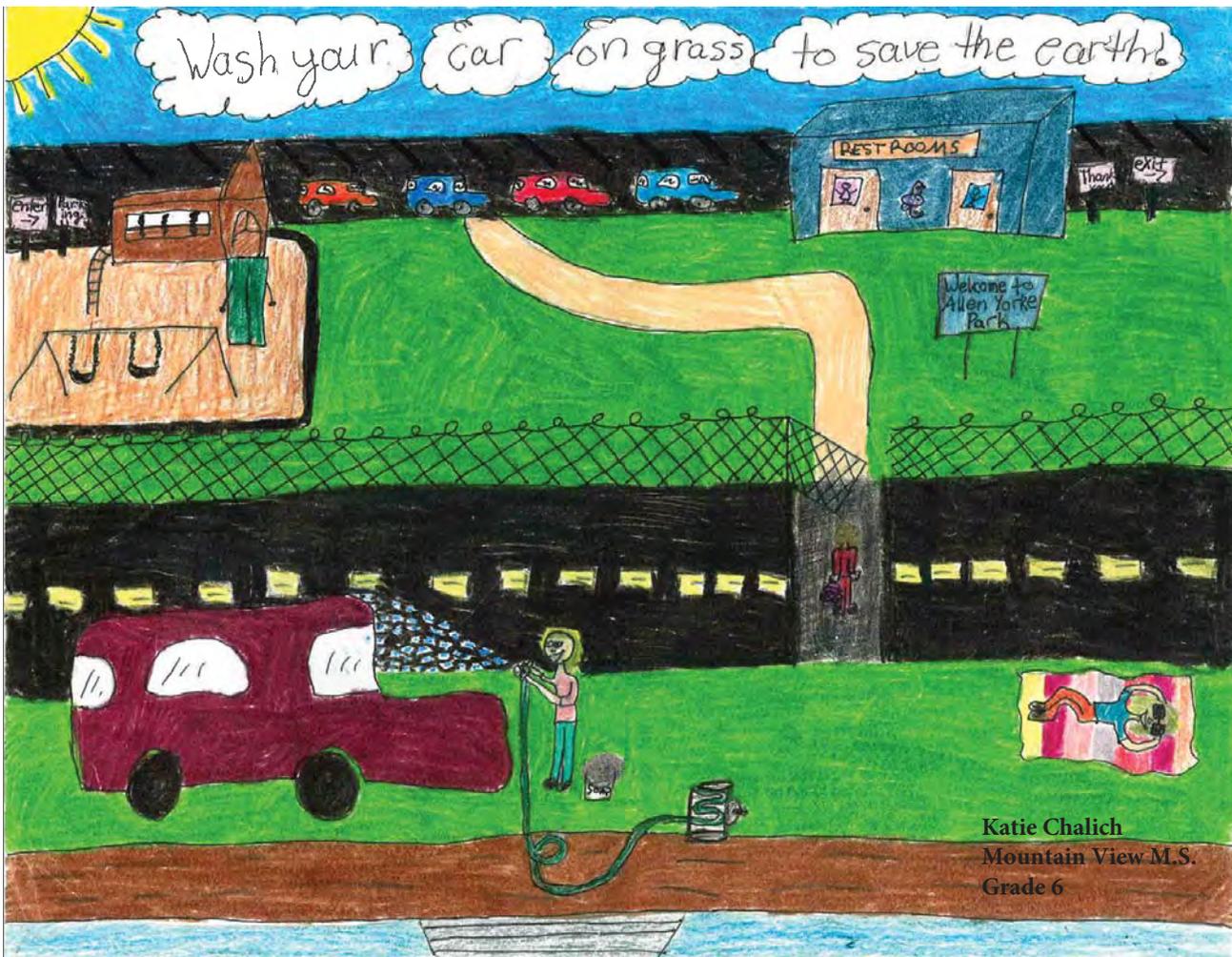


Danni Holman
Mountain View M.S.
Grade 8



Christian Fisher
Mountain View M.S.
Grade 8





Katie Chalich
Mountain View M.S.
Grade 6



Brynn Ferooy
Mountain View M.S.
Grade 6

CITY COUNCIL WORKSHOP

May 7, 2013
5:30 P.M.

MINUTES



"Where Dreams Can Soar"

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

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

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

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

II. ROLL CALL:

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

Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief of Police Dana Powers, City Attorney Kathleen Haggard, Facilities & Special Projects Manager Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist II Renee Cameron.

III. AGENDA ITEMS:

A. Presentation: Sumner Councilmember Nancy Dumas Re: Bus services available in Bonney Lake.

Sumner Councilmember Nancy Dumas and Marge Tully with the Pierce County Coordinated Transportation Coalition provided a presentation regarding the Beyond the Borders Connector free transportation available in rural Pierce County for seniors, people with disabilities, low-income residents, and minors and provided a Route & Schedule for the Bonney Lake/Prairie Ridge area as well as in the City of Sumner. Councilmember Dumas said the Beyond the Borders Connector bus is running between the cities of Sumner and Bonney Lake is because Pierce County Transit provides a commuter or express routes, which do not require Pierce County to have to comply with the ADA laws. She said cities are required to provide a fixed route per ADA laws and Beyond the Borders Connector fixed routes allow two route deviations each hour to assist disabled riders. She said in speaking with Marge Tully from Pierce County it was determined that \$700,000 in grant funding was available for use through June 30, 2013. The grant money allows the cities of Sumner and Bonney Lake time to collect data for transit purposes between the two cities. She said effective July 1, 2013 the program will continue to be funded by the grant, but with less robust service.

Ms. Tully said what a number of organizations work together in the Pierce County Coordinated Transportation Coalition (PCCTC) to provide transportation to seniors, low-income, disabled, and youth between the ages of 12-17 who are likely to have transportation challenges. The group of organizations work together and write a plan for the local level as to how they will provide for this transportation. They look at the types of transportation available, where the resources are, and where there are gaps in transportation. She said one of the things PCCTC tries to do is write a grant to get funding to fill the gap. When Pierce

Transit cut back their service PCCTC tried to look at how they could provide some of the transportation resources Pierce Transit previously offered. Grant funding was available for a County project called Beyond the Borders, which previously assisted riders by giving them rides to the nearest bus stops. She said this was developed about 10 years ago and the County tried to piggyback it onto an existing services, such as Medicaid. She said there is a company that has a contract with DSHS to pick up Medicaid riders in need of transportation to go to doctors' appointments. She said PCCTC looked at what could be done with routes already in progress and how they could coordinate with those routes. Ms. Tully said PCCTC decided to a four month pilot program to find out what riders may really need, want, and how they will use the service.

City Administrator Morrison asked how the grant is funded. Ms. Tully said Pierce Transit puts up some local money, Pierce County puts in some money which requires a local match to draw federal money, and she writes a grant to the Puget Sound Regional Council for federal money, and she writes a grant every two years to the State Department of Transportation for state funding which can also be used to match for federal funding.

Councilmember Rackley asked what it would cost the City to participate in this program. Ms. Tully said what the County will do over time is look at what is the most productive time and what routes appear to be less productive. She said the County will be looking to see if the City is willing to assist to provide a robust service.

Councilmember Hamilton asked if the Beyond the Borders Connector could use the already established Pierce Transit bus stops. Ms. Tully said that Pierce County has the right to use the bus stop which are in right-of-ways. She then provided a breakdown of the different routes. Councilmember Watson asked if there was any resolution to minors being able to utilize the service. Ms. Tully said they cannot compete with school bus transportation but students can use the bus as long as it is available. Councilmember Watson said there was an issue that without a parent's consent a minor would not be eligible to ride. Ms. Tully said if a minor is at least 12 years old and registered to ride then they will be eligible to ride.

City Administrator Morrison said that at the last workshop Lyle Bush advised the Council that minors would be income eligible. Ms. Tully said they had considered a condition depending on family income, however, it was determined that the consideration was up to the agency providing the service. She said currently they have said it would not be based on income because they want to increase ridership.

Councilmember Watson asked about picking up riders at the Park and Ride in Bonney Lake and if there was a conflict with Pierce Transit. Ms. Tully clarified that the Park and Ride is actually run by Sound Transit. She said they try not to have conflicting schedules with Sound Transit whose primary customers are commuters. She said PCCTC provides an alternative route than Sound Transit's which provides a connection between Bonney Lake and Sumner.

Councilmember Minton-Davis asked about coordinating with the Bonney Lake Senior Center to get seniors to the bus routes offered by Beyond the Borders Connector. Ms. Tully said that is a great idea, because the Bonney Lake Senior Center is not located in a feasible area to incorporate into their route, however, there is always the two stops per hour deviation. She said she plans to do a presentation to the Senior Center next week and will coordinate a ride for the seniors to see where the route goes and try to combine these resources.

Mayor Johnson asked Council if they had any more questions and said he is looking forward to PCCTC working with the Senior Center to provide transportation to the seniors.

Councilmember Hamilton asked about the need for transportation to/from Allan Yorke Park during the busy summer months. Ms. Tully said they are always willing to work on the needs of the community, and to determine where the funds would come from in coordinating with the different cities.

B. Council Open Discussion.

Eastown Sewer Development. Councilmember Rackley asked for an update regarding the Eastown Sewer Project. Public Works Director Grigsby provided an update on the contract, and said the project is currently scheduled to be completed by January/February 2014.

Gnomes Gathering in Bonney Lake. Councilmember Watson said a meeting was held among City staff regarding the “Gnome Gathering in Bonney Lake.” He said there has been numerous feedback and excitement regarding the gnomes in the City’s parks. City Administrator Morrison said Facilities & Special Project Manager Leaf, Assistant Public Works Director Charlie Simpson, and Councilmember Watson talked about how to replace the signs and gnome doors, working on maps and GIS for geocaching the gnome locations, and whether the gnomes may be located in different areas of the City. He said he never realized how popular and extensive the gnomes in Bonney Lake parks would become. Mayor Johnson asked about making the gnomes a seasonal event to keep the excitement going. City Administrator Morrison said they did discuss making it a seasonal event. Councilmember Minton-Davis said maybe since Parks Appreciation Day is held in April, that may be a good time. Councilmember Watson said Laurie Carter and Scott Anderson have helped him quite extensively with the gnome project and thanked them for their assistance.

Ribbon-Cutting Ceremony for Allan Yorke Park / Dike 13 Improvements. Deputy Mayor Swatman said the dike project at Allan Yorke Park turned out great. Public Works Director Grigsby said the ribbon cutting ceremony for the project is scheduled for Saturday, May 11th at 12:00 p.m. Deputy Mayor Swatman asked about the sidewalk crossing that goes across to the new housing development, which leads to nowhere. Public Works Director Grigsby said he will look at it. Councilmember Watson asked about the update for the 911 emergency telephone, and what the total cost was. City Administrator Morrison said it was approximately \$500 above budget because they added power and a sprinkler system to the area to keep the grass green. Councilmember Hamilton said he has heard from citizens who like the improvements to the park. Mayor Johnson said he too has received comments about what a nice and “classy” park Allan Yorke Park has become with the recent improvements.

C. Review of Council Minutes – April 13, 2013 Special Council Meeting, April 16, 2013 Council Workshop, and April 23, 2013 Council Meeting.

Councilmember Lewis had a minor correction to the April 23, 2013 Minutes, and Councilmember Minton-Davis noted a correction to the April 13, 2013 Special Meeting Minutes. The minutes were forwarded to the May 14, 2013 Meeting for action, with revisions.

D. Presentation: 2012 Budget Recap and 1st Quarter 2013 Financial Report.

City Administrator Morrison began the presentation for the 2012 Budget Recap and showed two slides regarding the 2012 recap actual revenues and actual expenditures. He said the City is actually ahead on the revenue and expenditures for the first quarter of 2013, compared to

the previous year. He thinks the budget is tracking well. Deputy Mayor Swatman said it looks like overall the departments did very well of staying within their budgets. City Administrator Morrison agreed that the City did do well in only utilizing 98.8% of the expenditures and did not go over budget, especially with the allocations being so thin.

Councilmember Rackley said it would be helpful to review the fund balances. Deputy Mayor Swatman asked about the Information Technology budget and City Administrator said it will even out through the year. Chief Financial Officer Juarez said a large part is due to the annual payment for the EDEN software.

Councilmember Hamilton asked how increasing home prices will affect the City's budget. City Administrator Morrison said permitting was up for the first two months and is beginning to taper off, but he hopes that revenue will continue to come in. Chief Financial Officer Juarez said he keeps track of what is happening at the State level. In the April 2013 the State highlights employment growth, construction and permitting, and home price index has increased from the previous twelve months. Chief Financial Officer Juarez said there is growth, however it is moderate.

E. Discussion: AB13-62 – Resolution 2300 - Reaffirming City-Wide Refuse Service Requirements, and Establishing A Minimum Level of Service.

Facilities & Special Projects Manager Leaf said he has been working with DM Disposal to charge minimum mandatory refuse service fees, as outlined in the agenda packet. He said it has not yet been determined how long the City would allow a delinquent account. Deputy Mayor Swatman said the City already has mandatory garbage service. City Administrator Morrison said DM Disposal is hesitant to charge a minimum fee without reaffirmation from the City.

Mayor Johnson said DM Disposal has the right to charge the mandatory service fee, but the City is not responsible for the service DM Disposal provides its customers. He said it is DM's responsibility to collect for their services and the proposed resolution is not necessary. Councilmember Watson said that DM Disposal should have put it in their contract and they should be responsible to charge their customers the minimum can charge.

Manager Leaf said the City has a contract with DM Disposal stating what their prices will be, but a minimum level of service is not included. He said the proposed resolution would authorize DM Disposal to add a minimum charge to the contract. Manager Leaf said if a City resident does not sign up for service they will still receive a statement for minimum service. He said the resolution would be an amendment to the rate schedule of the contract between the City and DM Disposal.

There was discussion among the Councilmembers, Mayor Johnson, City Administrator Morrison, and Facilities & Special Projects Manager Leaf and it was inevitably determined that the proposed resolution, or an amendment to the contract with DM Disposal, was not necessary to revise the Bonney Lake Municipal Code to state a minimum mandatory refuse service fee.

City Administrator Morrison advised that the City will change the City code per Ordinance D13-65 and the resolution is not necessary. Council consensus was that Resolution 2300 is unnecessary and therefore tabled.

F. Discussion: AB13-65 – Ordinance D13-65 - Amend Portions of Chapter 8.04 of the BLMC Relating to Garbage and Solid Waste Service and Fees.

Following the previous agenda discussion, Facilities & Special Projects Manager Leaf said the proposed draft Ordinance would make the city code compatible with previously proposed Mandatory Refuse Service Fee. He said this proposed Ordinance would also clean up a number of minor outstanding issues in city code.

Council consensus was to refine Ordinance D13-65 and forward it to the May 21, 2013 Workshop for further consideration.

G. Discussion: AB13-66 – Resolution 2303 - Purchase and Sale Agreement with Renwood, LLC for City Property.

Community Development Director Vodopich outlined the proposed purchase and sale agreement with Renwood, LLC to to acquire two City owned properties behind the library for approximately \$1.1 million. Mayor Johnson said this proposed development is keeping with the City's Downtown Plan. Councilmember Rackley agreed with Mayor Johnson and he said it is the bedrock of it the City's Downtown Plan and would bring in potential customers. City Administrator Morrison said the Downtown Plan is coming together, bit by bit. He said East Pierce Fire & Rescue is still planning on building its new facility in the Downtown area so the fringe of the plan is coming together hopefully in the next two or three years. Councilmember Watson said he thinks it is good plan but he is concerned about the roads there and wants to know what will happen with traffic. Mayor Johnson asked if there is any additional traffic scoping and Director Vodopich said there will be additional traffic scoping, but under the Real Estate Purchase and Sale Agreement the City will not seek additional transportation impact fees from the developer.

Deputy Mayor Swatman asked if the \$500,000 would all be transportation impact fees monies. City Administrator Morrison said the easement release and the voluntary mitigation payments of approximately \$400,000 could be devoted to improving that area right away. Councilmember Minton-Davis asked how long it has been since the City has updated its Transportation Plan. City Administrator Morrison said it is in the process of being updated currently. Director Vodopich said with this project the City would be able to kickstart development in the area. He said Renwood would be obligated to submit all of their plans by the end of November. Deputy Mayor Swatman asked if it was the City's intent to spend \$400,000 in that area. City Administrator Morrison said if the City could just do overlay for about \$100,000, but if the City wanted to do a full design the cost could be upwards of \$400,00.

Director Vodopich said the terms of the agreement state that at least \$200,00 of funds would be placed in a reserve account and be utilized for improvements to the 186th and the 184th Improvements Corridors. Deputy Mayor Swatman said he wanted to make sure the funds will be there to assist with improvements in this area. Councilmember Minton-Davis said she thinks this is a great project not just for residential, but also for commercial development. Councilmember Hamilton said the City is going to have to come up with approximately \$500,000 for road improvements to handle the traffic impacts in the area and he wants the City to do it right so the City does not have to go back and make additional improvements in the future. Councilmember McKibbin said he was involved in a citizen's group in Burien and that took too many years. He said he too would like to see the City do these improvements right.

Councilmember Hamilton asked how soon the City needs to act on this agreement and City Administrator Morrison said he is planning on approval at next week's Council Meeting. Councilmember Hamilton said he would like some time for the Council to see what funds could be available. Councilmember Lewis said he believes that by having this project connected to the trails and to the new completed sidewalks it will be a good pillar for the Downtown Plan. Councilmember Watson said he is concerned with the traffic congestion. Mayor Johnson said he does not want to wait for five or six years to get development going in this area and hopes to see this project developed. Councilmember Hamilton suggested lowering the price on the property and let the developer build the road. City Administrator Morrison said the City could use part of the funds from the sale of the land to build the roads. Michael Corliss with Renwood, LLC, said he believes the City has more flexibility in building the road. He said the design for the development will basically be identical to the Four Lakes at Lakeland project. City Administrator Morrison said the project will still have to go through the Design Commission.

Mayor Johnson said he wants to make sure Council knows that there are earmarked funding options for transportation improvements in the area.

Resolution 2303 was forwarded to the May 14, 2013 Meeting for action.

H. Discussion: AB13-05 – Ordinance D13-05 – Amending Ordinance No. 1403 Relating to Salaries for Non-Represented Employees.

Deputy Mayor Swatman said the draft ordinance was discussed at the Finance Committee to remove two of the "whereas" items from the ordinance. Deputy Mayor Swatman asked if the 3% step increase is still in place, confirmed that this proposed ordinance is in addition to that, as an actual cost of living adjustment (COLA). He asked how the 1.5% amount was determined. Councilmember Rackley said this is a 1.5% raise. Councilmember Minton-Davis said without having an agreement in place with AFSCME, she is unsure how Council can know the budget will balance out with a retroactive COLA. Councilmember Rackley said this will put pressure on the union to follow suit. Deputy Mayor Swatman said that if revenues are up then he thinks the employees should benefit from their good work. He suggested a shared fund for employees when revenue increases.

Councilmember Watson said if the City has additional revenues then they should hire more staff to take some of the heavy workload burden off the current staff. He thinks the 1.5% is reasonable. Mayor Johnson said the goal is not to hire more people, he said there is always opportunity if we hire in the right areas. He thinks 1.5% is reasonable and he likes the idea of a shared fund for employees, but he questioned how the City would deal with permitting when the City has no control over permitting revenue. He said Deputy Mayor Swatman's concept of a shared fund for employees is a good idea, but not sure how it would work. Councilmember Hamilton said he is comfortable with 1.5% and he understands the great service the employees provide the City. He said the funds are in the budget and thinks it is fair. Councilmember Minton-Davis said she feels like it should be tabled until there is a contract with AFSCME. Mayor Johnson said the proposed COLA has been in the budget and though it is a difficult discussion because it puts pressure between represented and non-represented employees it needs to be addressed.

Ordinance D13-05 was forwarded to the May 14, 2013 Meeting for action.

IV. EXECUTIVE SESSION: None

V. ADJOURNMENT:

**At 7:51 p.m., Councilmember Rackley moved to adjourn the Council Workshop.
Councilmember Watson seconded the motion.**

Motion to adjourn approved 7-0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council for the May 7th City Council Workshop:

- Marge Tully – *Beyond the Border Connector Bonney Lake/Prairie Ridge Route & Schedule* – Pierce County Coordinated Transportation Coalition.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

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**CITY COUNCIL
SPECIAL MEETING**

**May 11, 2013
12:00 P.M.**

MINUTES



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: Allan Yorke Park, 7203 West Tapps Highway East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson welcomed the assembled group at 12:05 p.m.

II. IN ATTENDANCE:

In addition to Mayor Johnson, elected officials in attendance were Deputy Mayor Dan Swatman, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember James Rackley, and Councilmember Tom Watson.

Staff members in attendance were Public Works Director Dan Grigsby, City Engineer John Woodcock, Facilities and Special Projects Manager Gary Leaf, Public Works Assistant Engineer Drew Fonda, Parks Crew Lead Dana Fugere, Special Event Coordinator David Wells and Administrative Services Director/City Clerk Harwood Edvalson.

III. AGENDA ITEMS:

A. Ribbon-cutting for the Dike 13 Improvements Project at Allan Yorke Park:

Mayor Johnson expressed his pleasure with the quality of the project construction and recognized those involved in the design and construction of the project. At the conclusion of his remarks, Councilmembers and those responsible for the design and construction of the project gathered for the ribbon cutting ceremony and pictures.

B. Adjournment:

At 12:30 p.m., the City Council concluded the special meeting by common consent.

Harwood T. Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

There were no additional items presented to the Council at the May 11, 2013 Special Council meeting.

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CITY COUNCIL MEETING

May 14, 2013
7:00 P.M.

MINUTES



“Where Dreams Can Soar”

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

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

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

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

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

B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, and Councilmember Jim Rackley. Councilmember Tom Watson arrived at 7:43 p.m.

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

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: None.

3. Presentations:

a. **Presentation & Proclamation:** Relay for Life and Paint the Town Purple – May 31, 2013.

Mayor Johnson read the proclamation aloud and encouraged citizens to participate. Nicole Remington spoke on behalf of the Bonney Lake Relay for Life team. She said the theme for this year’s event is “Making Cancer History”, and it is the first year Bonney Lake will hold a separate event from Sumner at the Bonney Lake High School. She invited all to attend and presented a member city sign to the Mayor. Mayor Johnson presented the proclamation to Ms. Remington.

b. **Proclamation:** 2013 National Public Works Week – May 19-25, 2013.

Mayor Johnson read the proclamation aloud and presented it to Public Works Director Dan Grigsby. Director Grigsby thanked the Mayor.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

1. **AB13-63** – A Public Hearing Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Consider Resolution 2302, Regarding The Proposed Surplus Of City Owned Real Property Located At XXX 192 Ave E (Corner Of 192nd Ave E And Sumner-Buckley Hwy, Parcel 0520338001).

Mayor Johnson opened the public hearing at 7:08 p.m.

Jim Bouchard, 20303 108th St Ct E, Bonney Lake, is the Park Board Chair. He said the Park Board approved a motion by a vote of 5 to 0 at the May 13th meeting to request that the Council ensure an easement for the future Fennel Creek Trail is included in the deed when this property is sold.

Jaime Trejo, 10219 188th Ave Ct E, Bonney Lake, said he supported Mr. Bouchard's statements and encouraged the City to acquire an easement or a revision to the parcel for the Fennel Creek Trail.

Winona Jacobsen, 9100 189th Ave Ct E, Bonney Lake, said she brought the motion forward at the Park Board meeting out of concern for the Fennel Creek Trail plan.

City Administrator Morrison said staff have already drafted an easement for the trail, which will probably be accomplished through a lot segregation. He confirmed that there is no plan to sell the property without an easement for the trail.

Seeing no other speakers, Mayor Johnson closed the public hearing at 7:12 p.m.

B. Citizen Comments:

Jaime Trejo, 10219 188th Ave Ct E, Bonney Lake, thanked staff for their great work on the Allan Yorke Park / Dike 13 Improvements project. Mayor Johnson also commended Assistant City Engineer Drew Fonda and Facilities & Special Projects Manager Gary Leaf for their work on this project.

Charlie Laboda, Tarragon, said his firm is the development arm of Investco and Renwood. He spoke about the proposed Renwood property sale (Resolution 2303). He thanked staff for their work to develop the proposal and said Tarragon looks forward to the project.

Michael Corliss, 1302 Puyallup Street, Sumner, spoke about the proposed Renwood property sale (Resolution 2303). He said the proposed project will work well with the Downtown Plan, and said that trail is being integrated with the development plan.

Lillian McGinnis, 11002 203rd Ave E, Bonney Lake, spoke about the Historical Society and the Milotte collection. She provided information on Historical Society meetings and invited all to attend a special meeting on Monday, May 20th for an Open House from 6:00 p.m. to 8:00 p.m. at the Public Works Center, 19306 Bonney Lake Blvd.

Dan Decker, 20407 70th St E, Bonney Lake, expressed appreciation for the corrected spelling of the "Myers Road" sign on SR 410, the new 20 mile per hour signs on Church Lake Drive by the park, and the Dike 13 levy improvements at Allan Yorke Park, and

asked about storm drainage work on Church Lake Rd near Veterans Memorial Drive E. Public Works Director Grigsby said the storm water swale is being restored by Public Works crews.

Winona Jacobsen, 9100 189th Ave Ct E, Bonney Lake, spoke about the proposed Renwood property sale (Resolution 2303) and its impact on proposed streets, the Fennel Creek Trail, and neighboring properties. Director Vodopich said the proposed project shows a trail connection in two locations, to SR410 and to Angeline Rd, and also includes mitigation and right-of-way payments. He said once a formal development application is submitted the standard notification process will move forward.

- 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 discussed personnel updates and reviewed meeting notes. The Committee also reviewed the SR 410 sewer trunk line project close-out progress, a proposed professional services agreement with Parametrix for the Eastown base map survey, a proposed Accounts Receivable policy, and debt refinancing options.

- B. Community Development Committee / Economic Development Focus Group: Councilmember McKibbin said the Community Development Committee has not met since the last report.

Councilmember Minton-Davis said the Economic Development Focus Group (EDFG) held its first-ever meeting on May 7, 2013. The EDFG discussed proposed agenda items, including revising the Economic Development portion of the Comprehensive Plan. The group also discussed the 'gnome home' geocaching activity and received a report from Director Vodopich on businesses that are considering locating in Bonney Lake.

- C. Public Safety Committee: Councilmember Hamilton said the committee met on May 6, 2013 and discussed traffic safety on SR410. He said Police Chief Powers reported on the 2013 water safety program. He noted there is a SwimSafe Community Meeting scheduled on May 22, 2013. The Committee also discussed traffic and parking issues at Allan Yorke Park during the summer months, enforcement issues related to the tobacco use ban in City parks, and community service opportunities for court restitution. Mayor Johnson noted that the City will close the Allan Yorke Park Boat Launch on July 10, 2013, as a large crowd is expected for the concert at the park that evening.

- D. Other Reports: None.

IV. CONSENT AGENDA:

- A. **Approval of Minutes**: April 13, 2013 Special Council Meeting; April 16, 2013 Council Workshop; and April 23, 2013 Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers**: Accounts Payable checks/vouchers #66026-66104 (including wire transfers #20130415, 11133028) in the amount of \$1,288,438.42. Accounts Payable checks/vouchers #66105-66107 for AR

deposit refunds in the amount of \$1,936.00. Accounts Payable checks/vouchers #66108-66124 for Utility refunds in the amount of \$812.65. Accounts Payable wire transfer #2013041701 in the amount of \$37,762.70.

VOIDS: 66021 – Wrong vendor. Replaced with check #66102; 65994 – Vendor name did not print completely on check. Replaced with check #66108; 64945 – Check lost or misplaced. Replaced with check #66069; 65768 – Check lost or misplaced. Replaced with check #66036.

- C. **Approval of Payroll:** Payroll for March 16th - 31st, 2013 for checks #31021 - 31049 including Direct Deposits and Electronic Transfers in the amount of \$ 684,961.01. Payroll for April 1st -15th, 2013 for checks #31050 - 31070 including Direct Deposits and Electronic Transfers in the amount of \$ 427,030.73. Payroll for April 16th- 31st, 2013 for checks #31071 – 31099 including Direct Deposits and Electronic Transfers in the amount of \$ 636,549.35.
- D. ~~**AB13-66 – Resolution 2303** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying A Purchase And Sale Agreement To Sell Two (2) City Parcels Of Land In The Downtown, To Wit Pierce County Parcel #0520337004, Located At 9320 Angeline Road, Consisting Of 2.25 Acres, And Parcel #5640001780, Located At 18426 SR 410 E, Consisting Of 2.3 Acres, In Order To Further Implement The Downtown Plan. Moved to Full Council Issues, Item B.~~
- E. **AB13-64** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The 184th Avenue Water Main Replacement Project With Pape & Sons Construction Inc.

Councilmember Hamilton requested that Item D., Resolution 2303 be moved to Full Council Issues, Item B.

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

Consent Agenda approved as amended 6 – 0.

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

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

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

VIII. **FULL COUNCIL ISSUES:**

- A. **AB13-05 – Ordinance 1460 [D13-05]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Ordinance No. 1403 Relating To Salaries For Non-Represented Employees.

Councilmember Lewis moved to approve Ordinance 1460. Deputy Mayor Swatman seconded the motion.

Deputy Mayor Swatman said he hopes that government agencies will make a change in future compensation practices to base pay increases on performance.

Ordinance 1460 approved 6 – 0.

- B. **AB13-66 – Resolution 2303 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying A Purchase And Sale Agreement To Sell Two (2) City Parcels Of Land In The Downtown, To Wit Pierce County Parcel #0520337004, Located At 9320 Angeline Road, Consisting Of 2.25 Acres, And Parcel #5640001780, Located At 18426 SR 410 E, Consisting Of 2.3 Acres, In Order To Further Implement The Downtown Plan. Moved from Consent Agenda, Item D.**

Councilmember Rackley moved to approve Resolution 2303. Councilmember Lewis seconded the motion.

Councilmember Hamilton suggested that the wording in Item 14 of the proposed agreement be amended from using the word “may” to the word “shall”, as the road improvements are very important.

Councilmember Hamilton moved to amend the language in Section 14 of the agreement to revise the word “may” to “shall”. Deputy Mayor Swatman seconded the motion.

Councilmember Lewis clarified that both instances of the word “may” will be changed to “shall” in this section. City Attorney Haggard said the current wording provides more flexibility for the City to spend the funds on anything related to the improvements. She noted that if the funds are not spent within five years, they must be refunded. She said the proposed amendment changes the meaning only slightly.

Councilmember Rackley expressed concern that the proposed amendment may cause difficulty for the City to use the funds as needed in the scope of the project. He said the City needs this flexibility, at least until the full project plans are set. Councilmember Hamilton said the City should install the infrastructure right away when the funds are available. He said otherwise it may not be completed at all.

City Administrator Morrison said the City needs to have some flexibility for these funds, especially since no decisions have been made on how to improve 186th Avenue. He said the Council needs to decide what types of improvements, how far to extend the road, etc. Councilmember Watson said this road is already a problem for residents and adding nearly 200 apartments will create a big problem. Councilmember Lewis agreed that the road needs to be widened. Councilmember McKibbin said the language amendment would not impact his decision on the proposed resolution.

Mayor Johnson said he does not have any issue with the proposed language amendment if it is supported by the Council.

**Motion to amend Resolution 2303
approved 7 – 0.**

Councilmember Lewis said the proposed Renwood project will be a great anchor for the Downtown area and a great addition for trails.

City Administrator Morrison noted that this is a two-party agreement and suggested the Council check with the other parties about the language amendment. Mr. Corliss spoke from the audience and said it would be acceptable.

**Resolution 2303 approved
as amended 7 – 0.**

IX. CLOSED SESSION:

Pursuant to RCW 42.30.140(4)(b), the Council adjourned to a Closed Session with Human Resources Manager Jenna Richardson to discuss labor negotiations at 7:59 p.m. for 20 minutes. The Council returned to Chambers at 8:14 p.m. No action was taken.

X. ADJOURNMENT:

**At 8:14 p.m., Councilmember Watson moved to adjourn the Council Meeting.
Councilmember Rackley seconded the motion.**

Motion to adjourn approved 7 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the May 14, 2013 Meeting:

- Lillian McGinnis – “*You Are Invited – Greater Bonney Lake Historical Society Open House*” flier – Greater Bonney Lake Historical Society.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

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

Department/Staff Contact: Executive / Gary Leaf	Meeting/Workshop Date: 28 May 2013	Agenda Bill Number: AB13-65
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D13-65	Councilmember Sponsor:

Agenda Subject: Mandatory Refuse Service

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Portions Of Chaper 8.04 Of The Bonnery Lake Municipal Code Relating To Garbage And Solid Waste Service And Fees.

Administrative Recommendation: Approve

Background Summary: Please find attached a draft Ordinance that makes specifies that the minimum level of service is a micro can. This draft Ordinance also cleans up a number of minor outstanding issues in city code.
Attachments: Ordinance D13-65

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

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Public Safety Date: 4 March 2013	<i>Approvals:</i> Chair/Councilmember Mark Hamilton Councilmember Tom Watson Councilmember Donn Lewis	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Yes</td> <td style="width: 50%;">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: 28 May 2013 Meeting	Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s): 5 March 2013; 7 May 2013; 21 May 2013	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: 9 May 2013 (if applicable):

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ORDINANCE NO. D13-65

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 8.04 OF THE BONNEY LAKE MUNICIPAL CODE RELATING TO GARBAGE AND SOLID WASTE.

WHEREAS, provisions of the Bonney Lake Municipal Code relating to disposal of garbage and solid waste are in need of an update;

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

Section 1. Chapter 8.04, “Garbage and Solid Waste,” of the Bonney Lake Municipal Code and the corresponding portions of Ordinance Nos. 389 and 1321 are hereby amended to read as follows:

8.04.010 Intent of chapter – Definitions.

A. The maintenance of health and sanitation requires, and it is the intention of this chapter, to make the collection, removal and disposal of garbage and refuse ~~and dead animals~~ within the city compulsory and universal. The City Council finds that universal service: 1) helps pay the public share of refuse collection from public parks, facilities, streets, and other public places; 2) promotes health and safety by helping assure that refuse is disposed properly and not left to pile up and become a public nuisance and health hazard; and 3) assures residents get lower rates from the solid waste collector because everyone is participating. There is an economy of scale from having mandatory service, which benefits everyone.

B. Words used in this chapter in the present tense shall include the future tense, and in the singular shall include the plural, and in the plural shall include the singular, and in the masculine shall include the feminine gender.

C. The following terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section:

1. “City” means the city of Bonney Lake, Washington, or as indicated by the context, may mean any town official or agent representing the city in the discharge of his duties.
2. “City treasurer” means the treasurer of the city of Bonney Lake.
3. “Garbage and refuse” means all waste and discarded materials from dwellings, flats, rooming houses, apartment houses, clubs, restaurants, boardinghouses, eating places, shops and places of business, including rubbish and debris, waste and discarded food, animal and vegetable matter, brush, grass, weeds, wastepaper, cans, glass, ashes, night soil, offal, boxes, and cuttings from trees, lawns and gardens. “Waste” shall not include materials subject to manufacture into by-products.

4. "Person" means every natural person, firm, copartnership, association or corporation.

8.04.020 Duty of owners compliance.

It shall be the duty of every person in possession, charge or control of any dwelling, flat, rooming house, apartment house, school, club, restaurant, boardinghouse or eating place, or in possession, charge or control of any shop, place of business or manufacturing establishment where garbage or refuse is created or accumulates, at all times to keep or cause to be kept portable metal cans or such other containers as the city shall, from time to time, designate, for the deposit therein of garbage and refuse, and to deposit or cause to be deposited the same therein.

It shall be the duty of every such person to cause such garbage and refuse to be removed and disposed of by the garbage collection company duly authorized by the City. Compliance with this chapter shall require every person, unless exempt per BLMC 8.04.050, to subscribe to and keep current an account for at least the minimum service.

It shall be the duty of the owner of any dwelling, flat or apartment house to furnish to or see that his or her tenants are supplied with such containers, or in the case of apartment houses, with adequate means of disposing of garbage and refuse.

8.04.030 Container requirements.

Garbage containers shall be watertight and fly-tight, and ~~of not less than 25-gallon and not more than 30-gallon capacity~~ shall be sized according to the requirements of the City or its duly-authorized collection contractor. The minimum level of service shall be at least a micro-can (10 gallons). Such containers shall not be opened except when necessary to place garbage and refuse in such containers or to take same therefrom. When garbage and refuse are placed therein or taken therefrom, such containers shall be closed by the person placing the same therein or taking the same therefrom. Such containers shall be kept in a sanitary condition with the outside thereof clean and free from accumulating grease and decomposing material. Each such container shall be kept in a place accessible to the collection of garbage and refuse.

Large suitable containers for bulk collection of garbage and refuse may, with the approval of the public works director or the City's duly-authorized collection contractor, be used by restaurants, boardinghouses, eating places, apartment houses, schools, parks and in the business districts.

~~8.04.040 Disposal of garbage required.~~

~~It shall be the duty of every such person to cause such garbage and refuse to be removed and disposed of by the garbage collection company duly authorized by the city.~~

8.04.050 Special permits Exceptions.

~~In the case of isolated dwellings or places of business located in sparsely settled portions of the city, or where reasonable access cannot be had by truck, garbage and refuse therefrom may, upon special permission of the public works director, be collected, removed and disposed of in such manner as the department shall, in and by such permit, approve and direct. (Ord. 389 § 7, 1973).~~

Exceptions to the compulsory service requirement may be granted:

- A. Where the City's duly authorized collection company cannot access a property due to topography or other physical constraints;
- B. Where a resident has a disability that prevents him or her from taking garbage to the curb for pick-up; or
- C. Where a resident resides in the City less than twelve months out of the year. In such cases, the resident must arrange for garbage pick-up by the City's duly authorized collection contractor for such periods of time when the resident is residing in the City.

8.04.060 Incineration of garbage.

~~Garbage and refuse from apartment houses and stores may be disposed of by incineration upon the premises where this may be sanitarily done and the incinerator is of type and design approved by the public works director, upon application for and the issuance of a proper permit from the city fire department and, where necessary, the Puget Sound Air Pollution Control Board.~~

8.04.070 Compliance required.

~~It is unlawful for any person to burn any garbage or refuse excepting wastepaper boxes, rubbish and debris, brush, grass, weeds and cuttings from trees, lawns or gardens unless upon permit from the city fire department and the Puget Sound Air Pollution Control Board when necessary, or to dump or deposit any garbage and refuse upon any street or alley or private property in the city, or to burn the same, or to collect, remove or dispose of the same except as provided in this chapter.~~

8.04.080 Time of collection.

~~The garbage collection contractor company duly authorized by the city shall collect, remove and dispose of all garbage and refuse at least once each week or as designated and as often as required by the public works directorCity. Should more or less frequent service be directed by the City or agreed upon between the authorized collection contractor and a customer, an increase or decrease in rates proportionate to the added or reduced cost of service shall be made. In no case shall regular solid waste collection be performed any less frequently than once every other week.~~

8.04.120 Additional charges.

~~The City's solid waste disposal contractor shall have authority to impose such charges as are approved by the City, including charges for minimum service on all persons and charges for disposal of over-weight or additional containers. Where a bag or bags are kept within a building or in a basement or upstairs, and are inaccessible by reason of locked doors, or it is necessary to call or knock for owner or occupant of building to gain admittance, an additional charge, based upon the time consumed, shall be made.~~

~~Should more or less frequent service in the city be directed by the public works director, an increase or decrease in rates proportionate to the added or reduced cost of service shall be made. (Ord. 389 § 14, 1973).~~

8.04.130 Accounts – When due.

Charges for refuse services, whether provided by the city or an independent contractor under an agreement with the city, shall be due and payable on or before the ~~tenth~~ 45th day following the date of billing. Amounts unpaid shall become delinquent 45 days after the billing date. A monthly penalty of 1.5 percent, or \$1.00 whichever is greater, of the outstanding balance shall be charged to all accounts which have been delinquent for 45 days or more.

If an account is delinquent for more than 90 days, service shall be suspended after 10 days' written notice to the customer. Any suspension shall not relieve the person owing such account from the duty of complying with the provisions of this chapter. The customer shall contact the refuse contractor to re-establish service within 30 days of the service being disconnected, and shall pay any fees for re-establishing service. Such suspension shall render the premises where such service is suspended subject to condemnation for sanitary reasons.

8.04.140 Accounts – Charges constitute lien when.

Upon the failure of any person to pay the charges prescribed in this chapter, the amount thereof shall become a lien against the property for which the garbage collection service is rendered.

8.04.150 Accounts – Notice of lien – Foreclosure.

A notice of the city's lien for garbage collection and disposal service, specifying the charges, the period covered by the charges, and giving the legal description of the premises sought to be charged, shall may be filed with the county auditor and ~~shall be~~ foreclosed in the manner provided by lawChapter 270, Laws of the State of Washington, 1943.

8.04.160 Collection of garbage.

It is unlawful for any person other than a duly authorized employee of the city or garbage collection company duly authorized by the city, to engage in the business of collecting, removing and disposing of garbage and refuse and dead animals in the city, or for any person other than the city, its agents or employees, or duly authorized garbage collection company, to do or perform any of the things required to be done in this chapter or performed by the city or duly authorized garbage collection company.

8.04.170 Nauseous substance deposit – Permit required.

No manure, garbage, offal or any vegetable or animal matter or nauseous substances detrimental to health shall be dumped or deposited in any place other than a designated city dump within the limits of the city, except by special permit from the public works director.

8.04.180 Garbage and solid waste bills – Payment and collection.

The city's solid waste contractor is authorized to establish payment plans for delinquent ~~garbage and solid waste customers meeting standard city guidelines for financial hardship.~~

8.04.190 Violation – Penalties – Enforcement.

Any violation of this chapter, including but not limited to a failure to ~~re-establish service within 30 days of service suspension pursuant to BLMC 8.04.130~~ comply with the compulsory service requirement, shall be a Class 1 civil infraction under Chapter 7.80 RCW. ~~Each day of violation~~

~~shall constitute a separate offense.~~ The city code enforcement officer shall have the authority to issue civil infraction notices.

Section 2. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force effect.

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

PASSED by the City Council this 28th day of May, 2013.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: May 28, 2013	Agenda Bill Number: AB13-68									
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2304	Councilmember Sponsor: Dan Swatman									
Agenda Subject: Award the Professional Services Agreement with Parametrix for Eastown Sanitary Sewer Profile Survey Base map for the future frontage roads.											
Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award the Professional Services Agreement with Parametrix for Eastown Sanitary Sewer Profile Survey Base map for the future frontage roads.											
Administrative Recommendation: Background Summary: In preparation for the future development in the Eastown the City recognizes the need to better define the sewer system within the north and south frontage roads. This defining effort will provide the exact sewer invert elevations at the individual property lines where future development will begin and end their "dry" sewer lines at manholes. This survey contract will locate the property lines that cross the future sewer lines within the frontage road system and determine the invert elevations to a hundredth of a foot which is the construction accuracy needed to build to. Attachments: Resolution, Director Grigsby Point Paper 5-17, Contract, Map											
BUDGET INFORMATION											
Budget Amount \$1,230,000	Current Balance \$1,134,289	Required Expenditure \$15,799.25	Budget Balance \$1,118,489.75								
Budget Explanation: 402.022.035.594.35.63.05 – Eastown ULA: Lift Station & Force Main Revenue: Sewer Utility Fund											
COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: May 14, 2013	Approvals: Chair/Councilmember Dan Swatman Councilmember Randy McKibbin Councilmember Mark Hamilton	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 0 10px;">Yes</td> <td style="padding: 0 10px;">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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Hearing Examiner Review:											
COUNCIL ACTION											
Workshop Date(s): 5/21/13		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):									

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RESOLUTION NO. 2304

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR THE EASTOWN SANITARY SEWER PROFILE SURVEY BASE MAP FOR THE FUTURE FRONTAGE ROADS.

WHEREAS, the Council desires the development of commercial properties in Eastown; and

WHEREAS, the City Council approved Resolution 2265 on February 12th, 2013 authorizing a Utility Latecomer Agreement that will allow for construction of the sewer “back bone” effort in Eastown beginning in 2013; and

WHEREAS, the City Council recognizes the economic and regulatory conditions that currently exist in Eastown, and that these conditions may delay development of certain properties, and that it may take many years to achieve a build-out of the Eastown area; and

WHEREAS, the City Council passed Ordinance 1453 on March 26, 2013 that allows use of temporary private waste water disposal systems with an agreement to connect to the Public Sewer System. This agreement requires construction of the future public sewer line on that parcel; and

WHEREAS, this agreement requires City staff to define the location and elevation at each end of their “dry” sewer lines;

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Parametrix Inc. in the amount of \$15,799.25 which includes tax.

PASSED by the City Council this 28th day of May, 2013.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



Memorandum From
Daniel L. Grigsby, P.E.
Director, Public Works Department

March 28, 2013

To: Mayor and City Council

Discussion: AB13-68 – Resolution 2304 – Awarding a Professional Services Agreement with Parametrix for Eastown Sanitary Sewer Profile Survey Base Map for the Future Frontage Road.

Scope of Survey Contract:

1. Identify location and elevations of future sewer lines within sewer easements in the Eastown Northern and Southern Frontage Roads.
2. Identify sewer line invert elevation at each parcel line in Northern and Southern Frontage Roads. This is required to allow temporary septic systems to be used in Eastown.
3. Does not include Union Bank, Bowen, Smith, Thola, Taheri, or Holmquist parcels; however, will include XYZ coordinates at four Union Bank parcel lines and David Bowen's parcel.
4. Prepare elevation and plan views of future Eastown sewer lines in the Northern and Southern Frontage Roads.

Benefit to City:

1. Ensures future City sewer lines will operate entirely by gravity.
2. Establishes sewer line locations that will be within sewer easements already dedicated to the City.
3. Will provide information on the differences between the 226th Ave and 225th Ave North-South sewer line alternatives.
4. Will provide this information now, instead of waiting for owners/builders/developers to request this information first. Waiting may cause a delay unacceptable to these customers.
5. Contract funding is available now.

Benefit to Property Owners, Builders and Developers:

1. Provides location and elevation of future City sewer line their building(s) will need to be designed to connect to.
2. Will determine whether a cut or fill site improvement will be needed to adequately cover the future City sewer line.
3. Will determine whether or not grinder pumps will be needed to connect their building sewer system(s) to the future City sewer line.
4. Will allow builders to estimate their construction costs to connect to the future City sewer system.
5. Will allow developers to determine whether or not their project in Eastown will "pencil out".

Let me know if there are any other questions I can provide an answer to.

Respectfully,
DAN

Public Works Center
19306 Bonney Lake Blvd.
P.O. Box 7380
Bonney Lake, WA 98391-0944
Agenda Packet p. 40 of 102

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Office: (253) 447-4347
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grigsbyd@ci.bonney-lake.wa.us

PROFESSIONAL SERVICES AGREEMENT
Eastown Sanitary Sewer Profile

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2013, by and between the City of Bonney Lake ("City") and Parametrix, 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 negligent 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. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 (Parametrix, Inc.)

By: _____
Neil Johnson Jr., Mayor

By:  _____
Brian Bunker, P.E.
Sr. Consultant

OK
JNJ
5/9/13

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:

See Scope of Work and Budget Estimate on the following pages.

SCOPE OF WORK

City of Bonney Lake Eastown Sanitary Sewer Profile

Objective

To provide the City with a base map defining an elevation profile line along proposed sanitary sewer alignments for South Frontage Road including 221st Avenue and North Frontage Road as graphically depicted on drawings prepared by RH2 and Rykels Engineering Group, Inc.

Approach

Parametrix surveyors will establish the boundary lines of those parcels encumbered by the proposed sanitary sewer and access roads. This effort will require the tying of section subdivision corners, which by deed control the boundaries of these parcels. Once completed, alignments will be prepared and uploaded to field personnel for positioning the alignment on the ground. Using conventional and GPS survey equipment, field personnel will traverse along the alignment gathering elevations every 50 feet and at major grade breaks. Physical features such as fence lines, property corners, and lines of occupations that lie near or parallel with the alignment will be mapped. Once the data has been gathered, it will be processed and a base map prepared showing the alignment, parcel lines, and calculated elevations at parcel lines. A more definitive scope is as follows:

1. Establish State Plane Coordinates on section subdivision corners.
2. Prepare an AutoCAD drawing defining alignments and parcel lines.
3. Field-traverse along the following alignments:
 - South Frontage Road from Manhole No. 1 on the northerly side of SR 410 to Manhole No. 10 approximately 210 feet west of 221st Avenue, including Manhole Nos., 4.1S, 4.2S, 6.1N, 9.1 N, 9.1S, and 9.2S.
 - North Frontage Road from the east boundary of Compass Point Development easterly along the alignment defined by Manhole Nos. ET-1 through ET-10 and existing manhole at 233rd Avenue.
4. Field-locate existing sanitary sewer manholes and invert elevations relative to project improvements.
5. Process data and provide the City with a base map showing elevations along the alignments and at parcel lines.

Assumptions

- Right of entry onto private property will be coordinated through the City of Bonney Lake.
- Horizontal datum, Washington State Plane Coordinate System NAD 83/91 South Zone.
- Vertical datum, North America Vertical Datum 1988 (NAVD 88).

Client: City of Bonney Lake
 Project: Eastown Sanitary Sewer Profile
 Project No: 214-1611-OXX

**Exhibit A: Fee
 Budget Estimate**

Austin Fisher	David A. Ironmonger	Scott D. Spees	Robert J. Spiers	Dennis L. Harmon	Christy Pope	Cheri A. Pessemier
Sr Consultant	Survey Supervisor	Surveyor III	Surveyor II	Surveyor II	Project Controls Specialist	Project Accountant

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hours	Multiplier	\$205.00	\$150.00	\$105.00	\$85.00	\$85.00	\$110.00	\$90.00
01		Eastown Sanitary Sewer Profile										
	01	Project Management/Expenses	\$1,130.00	7	3.18	4					2	1
	02	Survey	\$10,940.00	114	3.56		2	56	56			
	03	Base Map	\$2,900.00	28	3.32		8			20		
Labor Totals:			\$14,970.00	149		4	10	56	56	20	2	1

DIRECT EXPENSES:

Description	Amount
B & W 8.5 x 11	\$3.25
B & W 11 x 17	\$13.00
Mileage	\$113.00
WA Survey Equipment	\$441.00
Wa Survey Vehicle	\$259.00
Expense Total:	\$829.25

Project Total: \$15,799.25

EXHIBIT B: RATES

Labor costs shall be invoiced on an hourly basis based on the attached rate schedule. This rate schedule shall be in effect through September 30, 2013, at which time an updated rate schedule will be submitted to the City.

Reimbursable expenses shall be based on the attached "In-House Equipment" Schedule and shall be in effect through December 30, 2013.

Parametrix Category Billing Rates - October 1, 2012 through September 30, 2013.

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$75	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$85	Planner I	10	\$90
CADD Operator III	11	\$110	Planner II	11	\$100
CADD Supervisor	12	\$120	Planner III	12	\$120
CADD Services Manager	14	\$130	Planner III	13	\$125
			Planner IV	14	\$135
Designer I	10	\$100	Sr. Planner	15	\$155
Designer II	11	\$110	Sr. Planner	16	\$175
Designer III	12	\$125	Sr. Planner	17	\$190
Designer III	13	\$135			
Designer IV	14	\$145	Jr. Scientist/Biologist	8/9	\$80
Sr. Designer	15	\$155	Scientist/Biologist I	10	\$85
Sr. Designer	16	\$170	Scientist/Biologist II	11	\$110
Sr. Designer	17	\$175	Scientist/Biologist III	12	\$115
			Scientist/Biologist III	13	\$120
Engineering Technician I	8	\$80	Scientist/Biologist IV	14	\$135
Engineering Technician II	9	\$90	Sr. Scientist/Biologist	15	\$155
Engineer I	10	\$100	Sr. Scientist/Biologist	16	\$170
Engineer II	11	\$110	Sr. Scientist/Biologist	17	\$180
Engineer III	12	\$125			
Engineer III	13	\$135	Environmental Technician I	8	\$90
Engineer IV	14	\$145	Environmental Technician II	9	\$95
Sr. Engineer	15	\$155	Environmental Technician III	10	\$100
Sr. Engineer	16	\$175			
Sr. Engineer	17	\$185	Hydrogeologist I	10	\$95
Sr. Consultant	18	\$205	Hydrogeologist II	11	\$105
Sr. Consultant	19	\$220	Hydrogeologist III	12/13	\$115
			Hydrogeologist IV	14	\$130
Jr. Surveyor	8	\$70	Sr. Hydrogeologist	15	\$150
Surveyor I	9	\$75	Sr. Hydrogeologist	16	\$170
Surveyor II	10	\$85	Sr. Hydrogeologist	17	\$180
Surveyor III	11	\$105			
Sr. Surveyor	12	\$120	GIS Technician	9	\$90
Sr. Surveyor	13	\$145	GIS Analyst	10	\$95
Survey Supervisor	14	\$150	Sr. GIS Analyst	11	\$100
Survey Prevailing Wage*					
			Graphic Artist	9	\$80
Construction Technician I	8/9	\$90	Sr. Graphic Artist	10	\$110
Construction Technician II	10	\$100			
Construction Technician III	11	\$120	Technical Aide	7	\$70
Construction Technician IV	12	\$130	Sr. Technical Aide	8	\$80
Sr. Construction Technician	13	\$140	Project Coordinator	9	\$95
Construction Manager I	11	\$110	Sr. Project Coordinator	10	\$100
Construction Manager II	12	\$130	Project Controls Specialist	11	\$110
Construction Manager III	13	\$135	Project Coordination Supervisor	11	\$110
Construction Manager IV	14	\$145			
Sr. Construction Manager	15	\$150	Project Accountant	7/8	\$85
Sr. Construction Manager	16	\$165	Project Accountant	9/10	\$90
Sr. Construction Manager	17	\$180	Sr. Project Accountant	10	\$100
Site Construction Manager	18	\$185	Sr. Accounting Specialist	10	\$100
			Sr. Contract Administrator	11	\$120
Operations Manager	16	\$155			
Operations Manager	17	\$175	Office Clerk	4	\$55
Operations Manager	18	\$185	Receptionist	6	\$65
Division Manager	17	\$195	Admin Assistant	6	\$65
Division Manager	18/19	\$210	Admin Assistant	7	\$70
Program Manager	19	\$220	Sr Admin Assistant	8	\$75
Program Manager	20	\$250	Sr Admin Assistant	9	\$90
Principal Consultant	19	\$230	Office Administrator	10	\$95
Principal Consultant	20	\$250	Sr. Office Administrator	11	\$110
Principal	19/20	\$220	Office Administrative Manager	12-14	\$130
Word Processor	7	\$70	Expert Witness		\$350
Sr. Word Processor	8	\$75			
Word Processing Specialist	9	\$95			
Technical Editor	10	\$105			
Word Proc Supervisor	10	\$105			
Word Proc Mgr/Editor	11	\$110			
Production Manager	11/12	\$130			

Direct project expenses and reproduction costs are billed at cost plus 15%

Public hearing testimony services are billed at hourly rates plus 30%

* Prevailing Wage Rates apply to construction surveying on all Public Works Projects.

PARAMETRIX, INC.
IN-HOUSE EQUIPMENT
GOVERNMENT (FAR COMPLIANT) RATES

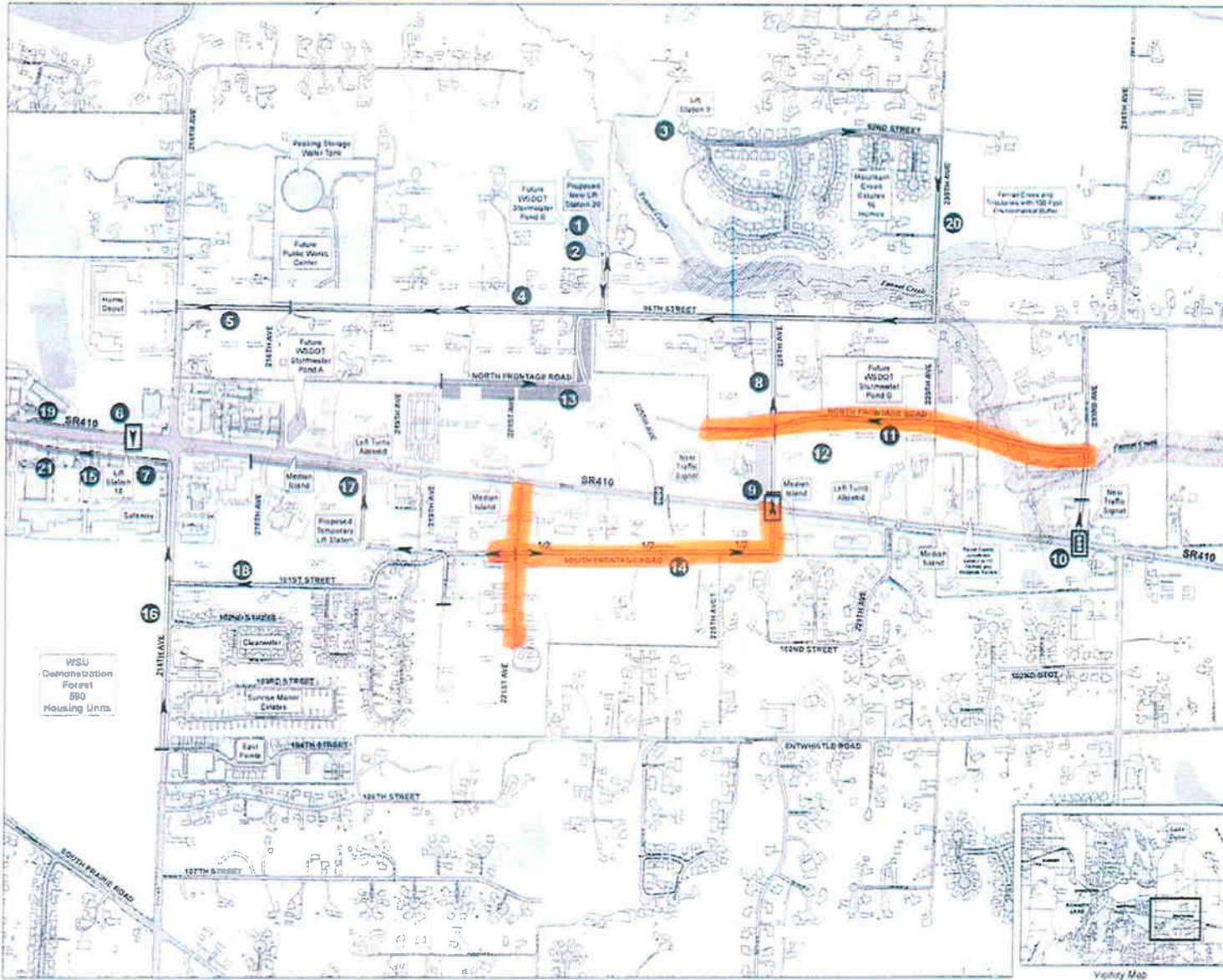
Effective January 1, 2013

Equipment Item	Rate	Category
Mileage		
All Vehicle Mileage	Current Federal Rate on Day of Travel *	Mileage
Copying/Printing		
Copies/Prints (B/W and Color mixed rate)	\$0.13 / click Single 8x11	\$0.26 / click Duplex 8x11
	\$0.26 / click Single 11x17	\$0.52 / click Duplex 11x17
Plotters		
Bond	\$0.40 / sq ft	
Mylar/Film	\$0.75 / sq ft	
Survey Equipment		
Survey Equipment + Vehicle	\$100 / use	
Leica Scan Station Equipment + Vehicle	\$150 / hr	

* See www.irs.gov or contact PMX accounts payable for current mileage rate.

FRONTAGE ROADS FOR SEWER PROFILE SURVEY

Overlaid on Eastown Future Sewer Projects and Roads Base Map



- EASEMENTS**
- Sewer Easement Acquired
 - Sewer Easement Acquisition In Progress
 - Sewer Easement Not Provided
 - Frontage Road Easement Not Provided

- FUTURE SEWER PROJECTS**
- Future Sewer Project Number
 - LRT Station
 - SR410 Highway Crossing
 - Project Start/Stop
 - Flow Direction
 - Gravity Main
 - Force Main
 - Mountain Creek Force Main

- FUTURE ROADS BASE MAP**
- SR410 Median Islands
 - Future Public Roads
 - Future Private Roads
 - Tax Parcels
 - Building
 - Paved Road
 - Other Impervious Surface
 - Stormwater Pond
 - Bonney Lake City Limits

- FENNEL CREEK & WETLANDS**
- Fennel Creek
 - Fennel Creek Tributaries
 - Fennel Creek 100 Foot Buffer
 - CWM Wetlands
 - Supplemental Wetland Inventory
 - National Wetlands Inventory



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

Department/Staff Contact: Public Works / Marlyn Campbell	Meeting/Workshop Date: 28 May 2013	Agenda Bill Number: AB13-67
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor: Dan Swatman

Agenda Subject: Accept Sewer Trunk Line Improvements- Myers Road to Main Street project with Insituform Technologies, LLC as Complete

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Sewer Trunk Line Improvements- Myers Road To Main Street Project With Insituform Technologies, LLC.

Administrative Recommendation:

Background Summary: Resolution 2212 dated June 12 , 2012 awarded the construction contract to Insituform Technologies LLC for the Sewer Trunk Line Improvements- Myers Road to Main Street project. This project added slip lining to approximately 6,500 linear feet of 24-inch and 18-inch concrete sewer line along SR410 from Meyers Road to Main Street. This project completed rehabilitation of the sewer main from Lift Station #17 (on Angeline Road) to the WWTF that was originally started in 2006, after a major sewer line failure.
 See attached Project Completion Report for detail information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

Attachments: Project Completion Report, Bill of Sale, Notice of Completion of Public Works Contract and 4 photos of project, during (3) and after (1).

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
N/A			
Budget Explanation: Release of Retainage in the amount of \$21,002.85			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee Date: 14 May 2013	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Randy McKibbin Councilmember Mark Hamilton	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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

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

APPROVALS

Director:
Dan Grigsby

Mayor:

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

PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: Sewer Trunk Line Improvements- Myers Road to Main Street

Project Financing Summary:

Project Revenue Sources:

Budget Authorized by City Council:			\$1,000,000
City Fund Source(s):	Sewer- PWTF Loan	1,000,000	
Total Project Budget Utilized=			\$587,549

Project Expenditures:

Study =		N/A
Design =		\$140,804
<u>Total Construction</u>		<u>\$446,745</u>

Engineer's Estimate =

	<u>Contract Award Amount</u>	<u>Actual</u>
Low Bid/Contract=	\$490,749	446,022
Contingency- 10%=	\$49,075	723
Field Engineering Services- 5% =	\$24,537	0
	<u>\$564,361</u>	<u>446,745</u>

Total Project Cost =



\$587,549

Total Budget for construction=
Actual

\$564,361
Under Budget=
-\$117,616

Actual Revenue Sources utilized for project:

Budget Authorized by City Council:			\$1,000,000
Actual City Funds utilized:	Sewer- PWTF Loan	587,549	

Planning

Actual Costs

Comprehensive Facilities Plan Approved by City Council:

Study Required:	N/A
FY Funding in Budget:	N/A
Study Contract NTP Date:	N/A
Study Contract Completion Date:	N/A

Planning Actual Total =	\$0
-------------------------	-----

Design

Date RFP Issued	N/A
Design Contract Award Date:	12/8/2009
Design Contract Completion Date:	5/31/2012
Design Consultant(s):	Parametrix

\$140,804

Scope of Work Changes:
1

Date

Change Order Summary:
1

Design Actual Total =	\$140,804
-----------------------	-----------

Construction

Date of Advertisement:	5/9/2012
Bid Opening Date:	5/23/2012
Engineer's Estimate:	750,000-800,000
Low Responsive/Responsible Bid:	\$490,749
Contract Award Date:	6/13/2012
Contract Completion Date:	12/12/2012
Closeout Date:	

\$457,022

Scope of Work Changes:
1

Date

Change Order Summary:
1 Liquidated Damages

-\$11,000

Other Construction

hydrant meter	\$648
Advertsing	\$75
Field Engineering Services	0

Construction Actual Total =	\$446,745
-----------------------------	-----------

Total Project Cost=	\$587,549
---------------------	-----------

PW Infrastructure Addition(s):

See attached Bill of Sale form

CITY OF BONNEY LAKE, PIERCE COUNTY

BILL OF SALE

SR 410 from Main Street to Meyers Road Sewer Trunk Line Improvement

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor(s) **City of Bonney Lake** do(es) by these presents hereby convey, set over, assign, transfer and sell to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described Sanitary Sewer Improvements and all appurtenances thereto, situated in Pierce County, Washington:

SANITARY SYSTEM IMPROVEMENTS

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>
Cured in place Sewer Pipe 24 Inch Diameter	989	LF	\$121,647.00
Cured in place Sewer Pipe 18 Inch Diameter	3,177	LF	\$254,160.00

Cost Analysis

Provision of detailed costs (including labor and materials) are broken down into the facilities that were installed in each category of work listed below:

Sanitary Sewer: **\$457,022.02**

Total Improvements **\$457,022.02**

The said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these present this

_____ day of _____, 2013. _____



(Individual Acknowledgement)

STATE OF WASHINGTON)
)ss.
 COUNTY OF PIERCE)

On this _____ day of _____, 2013, before me known to be the individual(s) who executed the within and foregoing instrument and acknowledged that he/she signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.
 GIVEN under my hand and official seal the day and year in this certificate above written.

 Notary Public in and for the Sate of Washington
 residing at:



NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 601 880 220

Date: revised- 5/14/2013

Name & Address of Public Agency
City of Bonney Lake 19306 Bonney Lake Blvd. Bonney Lake, WA 98391 UBI Number: 277000893

Department Use Only
Assigned to:
Date Assigned:

Notice is hereby given relative to the completion of contract or project described below

Project Name	Contract Number	Job Order Contracting
Sewer Trunk Line Improvements- Myers Road to Main Street		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Description of Work Done/Include Jobsite Address(es)
 This project wa a slip lining approx 6,500 linear feet of 24-inch and 18-inch concrete sewer line along SR 410 from Myers Road to Main Street.

Federally funded road transportation project? Yes No

Contractor's Name	Telephone Number	Affidavit ID*
Insituform Technologies, LLC		

Contractor Address
 17988 Edison Ave Chesterfield, MO 63005

If Retainage is Bonded, List Surety's Name (or attach a copy)

Surety Agent's Address

Date Contract Awarded	Date Work Commenced	Date Work Completed	Date Work Accepted
6/12/12	9/24/12	12/12/12	council action scheduled-5/28/13

Contract Amount	\$	448,582.00			
Additions (+)	\$		Liquidated Damages \$	11,000.00	
Reductions (-)	\$	28,525.00	Amount Disbursed \$	425,019.17	
Sub-Total	\$	420,057.00	Amount Retained \$	21,002.85	
Amount of Sales Tax Paid at <u>8.800%</u>					
(If various rates apply, please send a breakdown)	\$	36,965.02			
TOTAL	\$	457,022.02	TOTAL \$	457,022.02	

NOTE: These two totals must be equal

Please List all Subcontractors and Sub-tiers Below:

Subcontractor's Name:	UBI Number: (Required)	Affidavit ID*
Sunbelt Rentals Inc	602053709	443163
Traffic Control Services	601447384	448530
Olson Brothers Pro-Vac LLC	602170975	447150

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

Department/Staff Contact: Executive / Don Morrison	Meeting/Workshop Date: 28 May 2013	Agenda Bill Number: AB13-63
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2302	Councilmember Sponsor:

Agenda Subject: Declaration of Surplus Property

Full Title/Motion: A Resolution Declaring Real Property Located At XXX 192 Ave E (Corner Of 192nd Ave E And Sumner Buckley Hwy) To Be Surplus And Authorizing The Mayor To Dispose Of It According To Code.

Administrative Recommendation: Approve

Background Summary: On May 14, 2013 the Council held a public hearing to consider surplussing the former "city hall" site acquired by the City in 2004. In the adopted 2013-2014 biennial budget, the Mayor proposed to surplus and sell the property at XXX 192nd Ave E (corner of 192nd Ave E and Sumner-Buckley Hwy E). This is known at the "former new city hall site" that was purchased in 2004 as the potential site of a new city hall. BLMC 2.70.100(C-4) requires an independent fee appraisal of the property after it is declared surplus, but before it is sold. At the recent Council retreat, the Council agreed to consider declaring the property surplus.

Attachments: Site information from PC Assessor-Treasurer

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

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

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s): May 14, 2013
Meeting Date(s): March 30, 2013, April 23, 2013	Tabled to Date:

APPROVALS		
Director: D.M.	Mayor: NHJ	Date Reviewed by City Attorney: (if applicable):

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RESOLUTION NO. 2302

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DECLARING PROPERTY TO BE SURPLUS, AND AUTHORIZING THE MAYOR TO DISPOSE OF IT IN ACCORDANCE WITH BLMC 2.70.100.

WHEREAS, the City is the owner of real property located at XXX 192 Ave E, located at the corner of 192nd Ave E And Sumner Buckley Hwy, particularly known as Pierce County tax parcel number 0520338001, consisting of 6.2 acres; and

WHEREAS, in accordance with RCW 39.33.020 the City Council held a public hearing May 14, 2013 to solicit input on the proposal to surplus said property; and

WHEREAS, the City Council finds that said property is surplus to the City's needs, and that it is in the public interest to dispose of said property;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WAHSINGTON, THAT:

Section 1. The City Council of the City of Bonney Lake, Washington, does hereby declare that the property described above is surplus to the City's current needs. The Mayor is authorized to dispose of the aforementioned surplus real property in accordance with the provisions of BLMC Chapter 2.70.100.

Section 2. The Mayor is directed to reserve a portion of the parcel for the Fennel Creek trail prior to disposal of the balance of the property.

Section 3. The Mayor is authorized to reserve a portion of the parcel for a sewer lift station prior to disposal of the balance of the property.

PASSED by the City Council this 28th day of May, 2013.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



Assessor-Treasurer electronic Property Information Profile

Parcel Map for 0520338001

04/15/2013 11:02 AM

Property Details		Taxpayer Details	
Parcel Number:	0520338001	Taxpayer Name:	CITY OF BONNEY LAKE
Site Address:	XXX 192ND AVE E	Mailing Address:	PO BOX 7380 BONNEY LAKE WA 98391-0944
Account Type:	Real Property		
Category:	Land and Improvements		
Use Code:	9170-COMM VAC LAND		

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.**

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

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Assessor-Treasurer electronic Property Information Profile

Parcel Summary for 0520338001

04/15/2013 11:02 AM

Property Details		Taxpayer Details	
Parcel Number:	0520338001	Taxpayer Name:	CITY OF BONNEY LAKE
Site Address:	XXX 192ND AVE E	Mailing Address:	PO BOX 7380 BONNEY LAKE WA 98391-0944
Account Type:	Real Property		
Category:	Land and Improvements		
Use Code:	9170-COMM VAC LAND		
Appraisal Details		Tax/Assessment	
Value Area:	PI1	Current Tax Year:	2013
Appr Acct Type:	Commercial	Taxable Value:	0
Business Name:	BONNEY LAKE TOWN CENTER (VACANT)	Assessed Value:	1,615,100
Last Inspection:	06/01/2005 - Other		

Related Parcels	
Group Account Number:	n/a
Mobile/MFG Home and Personal Property parcel(s) located on this parcel:	n/a
Real parcel on which this parcel is located:	n/a

Tax Description:
Section 33 Township 20 Range 05 Quarter 42 L 1 OF S P 2004-10-08-5002 TOG/W EASE & RESTRICTIONS OF REC OUT OF 4-028 SEG 2005-1421 JU 4/6/05JU

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Assessor-Treasurer electronic Property Information Profile

Land Characteristics for 0520338001

04/15/2013 11:03 AM

Property Details		Taxpayer Details	
Parcel Number:	0520338001	Taxpayer Name:	CITY OF BONNEY LAKE
Site Address:	XXX 192ND AVE E	Mailing Address:	PO BOX 7380 BONNEY LAKE WA 98391-0944
Account Type:	Real Property		
Category:	Land and Improvements		
Use Code:	9170-COMM VAC LAND		
Location:		Size	
LEA:	201	SF:	270,507
RTSQQ:	05-20-33-42	Acres:	6.21
		Front Ft:	0
Amenities		Utilities	
WF Type:	n/a	Electric:	Power Available
View Quality:	n/a	Sewer:	Sewer/Septic Installed
Street Type:	Paved	Water:	Water Installed

Warning: Appraisal data provided is for informational purposes only and is incomplete for determination of value.

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.**

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

Department/Staff Contact: ASD/Jenna Richardson	Meeting/Workshop Date: 28 May 2013	Agenda Bill Number: AB13-74
Agenda Item Type: Resolution	Ordinance/Resolution Number: Res. 2306	Councilmember Sponsor:

Agenda Subject: Collective Bargaining Agreement with AFSCME Local 120

Full Title/Motion: A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign a Labor Agreement with AFSCME Local 120 Representing the Public Works & General Government Employees from January 1, 2013 through December 31, 2014.

Administrative Recommendation: Approve

Background Summary: Over the past several months, representatives from the City and AFSCME Local #120 have been negotiating a successor agreement to the collective bargaining agreement that expired 12/31/12. Local 120 approved the agreement at their general membership meeting on May 21, 2013. The term of the new agreement would run through 2014.

Attachments: Resolution 2306, Collective Bargaining Agreement and Executive Summary

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

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent Agenda:	<input 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): 28 May 2013	Tabled to Date:

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

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RESOLUTION NO. 2306

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A LABOR AGREEMENT WITH AFSCME LOCAL 120 REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES, FROM JANUARY 1, 2013 THROUGH DECEMBER 31, 2014.

WHEREAS, the labor agreement between the City and AFSCME Local 120 has been expired since December 31, 2012; and

WHEREAS, the negotiating teams for the City and AFSCME Local 120 have been meeting regularly to reach an agreement; and

WHEREAS, the City Council finds that the terms of the attached agreement are agreeable for the years 2013 and 2014;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 28th day of May, 2013.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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A G R E E M E N T

BY AND BETWEEN

CITY OF BONNEY LAKE, WASHINGTON

AND

AFSCME #120

(REPRESENTING THE PUBLIC WORKS &
GENERAL GOVERNMENT EMPLOYEES)

JANUARY 1, 2013 THROUGH DECEMBER 31, 2014

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

(REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES)

January 1, 2013 Through December 31, 2014

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A G R E E M E N T
BY AND BETWEEN
CITY OF BONNEY LAKE
AND
AFSCME #120
(REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES)
(January 1, 2013 Through December 31, 2014)

PREAMBLE

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

ARTICLE 1 DEFINITIONS

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

-
- 1.1.5 "Temporary Employee" shall mean an employee in any classification that is hired by the Employer for a period of six (6) months or less. Temporary employees cannot have their employment extended beyond six (6) months without notification to the Union. If the City hires a temporary employee to fill a regular position while posting an opening for that regular position, the City's posting will include the expected date certain to fill that position with a permanent employee. If no date certain is posted, the position is expected to be filled immediately upon completion of the hiring process. Temporary employees shall not be used to supplant or replace bargaining unit employees.
 - 1.1.6 "Probationary Employee" shall mean a new employee subject to a six (6) month probationary period commencing with the employee's most recent date of hire. During this time, such employee is subject to immediate dismissal at the discretion of the Employer. If the City decides to extend a probationary period after 6 months for up to an additional 6 months, the City shall provide an evaluation by the Department Head and notice of deficiencies to the employee before the initial 6 month period expires. During probation the employee may use accrued sick leave, as provided in this Agreement, but shall have their probation extended on an hour for hour basis by the amount of sick leave utilized during their probationary period. Probationary employees dismissed during the probationary period shall be notified in writing of the actions and the reasons for failing probation. Probationary employees who are dismissed may appeal their dismissal to the Mayor whose decision shall be final.
 - 1.1.7 "Registered Domestic Partner" shall mean two adults who meet the requirements for a valid state registered domestic partnership as established by RCW 26.60.030 and who have been issued a certificate of state registered domestic partnership by the secretary of the state's office.

ARTICLE 2 UNION RECOGNITION

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

ARTICLE 3 UNION SECURITY

- 3.1 UNION SECURITY — No employee shall be discharged or unlawfully discriminated against for holding Union principles, fulfilling duties as an officer of the Union, or serving on a

Union committee: likewise, there shall be no discrimination against any individual because of race, sex, color, sexual orientation or creed, or employment, membership, or non-union membership, mental or physical disability, unless such is a bona fide occupational qualification.

ARTICLE 4 UNION MEMBERSHIP

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

ARTICLE 5 PAYROLL DEDUCTION AND PAY DAYS

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

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

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

ARTICLE 6 SENIORITY

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

ARTICLE 7 LAYOFF AND RECALL

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

7.2 When it is necessary to reduce the work force, it shall be according to ability and seniority. When ability is equal, as determined by the employer, seniority shall prevail. The Employer shall give as much advance notice as possible, but at least four (4) weeks notice to any employee subject to layoff. An employee shall be defined as having the ability to perform a job if the employee previously worked in that position or is in a position within the same classification series and has higher level duties and still meets the minimum requirements of the position to which the employee may be bumped down into.

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

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

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

7.6 Refusal to be recalled to an open position, excluding temporary openings, will terminate the employees recall rights. If an employee accepts being recalled to a lower compensated classification than that occupied prior to layoff, the employee shall maintain his/her right to be recalled to the classification vacated at layoff for a period of eighteen (18) months.

ARTICLE 8 HOLIDAYS

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

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

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

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

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

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

ARTICLE 9 VACATION

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

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

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

Employees hired prior to May 1, 2004, shall be grandfathered at the previous vacation accruals as shown in Appendix "B."

- 9.2 Only those days on which the employee would normally be required to work shall be counted in computing the vacation period to which the employee is entitled.
- 9.3 When a paid holiday falls on a vacation day, the employee shall be entitled to an additional vacation day.
- 9.4 Vacation shall be taken by an employee upon prior approval by the department head or the department head's designee. When an employee is out of sick leave and vacation leave is used in lieu of sick leave that use will be subject to Article 11.
- 9.5 The vacation request period shall be from November 1st – November 30th for the following calendar year. Vacation requests submitted during the request period will be approved on a seniority basis by December 15th. Vacation requests submitted after the request period shall be approved on a first come basis and will be responded to with an approval/denial notification within three (3) business days of the date the request was submitted. Permission to use vacation shall not be unreasonably withheld.
- 9.6 Accumulated vacation time shall not exceed 240 hours as of December 31st of each year. Leave in excess of 240 hours will be forfeited each year on the pay period following December 31st unless the employee has requested leave by December 1st. If a vacation request is denied or cancelled due to emergency call-back and the employee is not provided another mutually acceptable day to take the vacation, the vacation accrual in excess of 240 hours shall be cashed out on the pay period following

December 31st. Any vacation time accumulated shall be scheduled at the discretion of the Employer. Accrued vacation time shall be listed on the employee's monthly paycheck stub.

- 9.6 Each regular employee whose service is terminated shall be compensated for unused vacation at the straight time hourly rate of pay.
- 9.7 Upon successful completion of the probationary period and attainment of regular status, the employee shall be credited with the contractual vacation accrual. No probationary employee shall take vacation leave during the probationary period.

ARTICLE 10 HEALTH & WELFARE

- 10.1 MEDICAL — The Employer shall pay the premiums to provide employee, spouse and dependent coverage identified in the AWC Benefit Trust, Plan HealthFirst , the Group Health Cooperative Plan II or the High Deductible Health Plan with Health Savings Account (HSA).
- 10.1.1 PREMIUMS - The employee's contribution to insurance premiums shall be paid through the City's IRS Section 125 plan.
- 10.1.2 Premiums for employees (and spouse/dependents) participating in the High Deductible Health Plan with Health Savings Account (HSA) will be 100% paid by the employer.
- 10.1.3 2013 – Effective the first pay period following the date of ratification of the contract by the Union and City Council, but not later than July 1, 2013 each employee shall contribute 10% toward the cost of premiums for any plan other than the High Deductible Health Plan with HSA for any spouse and/or dependent(s) included on the medical plan.
- 10.1.4 2014 - Each employee shall contribute 15% toward the cost of premiums for any plan other than the High Deductible Health Plan with HSA for any spouse and/or dependent(s) included on the medical plan.
- 10.2 DENTAL — The Employer will pay up to \$115 per month towards the premium for employee and dependent dental benefits for WSCCCE Plan Ten (X).
- 10.3 VISION — The Employer shall pay up to twenty-five (\$25) dollars towards the premiums to provide employee, spouse and dependent coverage identified in the WSCCCE Vision Plan.
- 10.4 DISABILITY — The Employer shall pay the premiums necessary to provide benefits identified as the WSCCCE Long-term Disability Plan, six (6) month waiting period.
- 10.4.1 SHORT TERM DISABILITY - The City will withhold monthly premiums from all AFSCME represented employee's wages in the amount set forth and established by the United

Employees Benefit Trust to cover the cost of Short Term Disability (Time Loss Plan 4) provided under this agreement.

- 10.5 EMPLOYEE ASSISTANCE PROGRAM — The Employer shall, pay the premiums to provide benefits identified as the Employee Assistance Program through the AWC Employee Benefit Trust.
- 10.6 Employees shall notify Employer of any change in the status of dependents that may affect insurance coverage within 10 days of such change.
- 10.7 Bargaining Unit Members will be eligible for the City’s Medical Cost Savings Program as detailed in City policy; provided however, that the City continues to meet underwriting requirements of the Association of Washington Cities. Bargaining unit members and non-represented staff will be considered based on their request to participate in this program on a first come basis. 10.8 LIFE INSURANCE - City will provide a term life insurance policy for each employee through AWC Employee Benefit Trust in the amount of \$50,000. Life insurance may be actuarially reduced based on an individual’s age and is based on the underwriting rules of AWC.
- 10.9 Except as otherwise provided, the Employer shall pay one hundred percent (100%) of the premiums set forth above for the life of the Agreement.

ARTICLE 11 SICK LEAVE

- 11.1 SICK LEAVE — Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of nine hundred-sixty (960) hours. Sick leave may be used as soon as it is accrued. However, sick leave benefits shall be used only for bona fide cases of sickness, accidents, doctor or dental appointments, maternity leave, and requests for the employee's presence by immediate family, doctor or clergy due to family illness or emergency. In any case in which an employee shall be entitled to benefits or payments under the Workers' Compensation Act or similar legislation of the State, or any other governmental unit, the City shall pay the difference between the benefits and payments received under such Act by such employee and the regular rate of compensation he would have received from the City if able to work.
- 11.2 PAYOFF — Payoff shall be based on an accumulation of unused sick leave to a maximum of seven hundred-twenty (720) hours. Employees shall be compensated at their regular base rate of pay in effect when permanently separated from employment in accordance with the following schedule:

Resignation or layoff 25% (five years service minimum)
Disability, death or demonstrated eligibility for DRS or Social Security retirement..... 100%

-
- 11.3 USAGE — Employees eligible for sick leave with pay shall be granted such leave for the following reasons:
- 11.3.1 Personal illness or physical incapacity resulting from cause beyond employee's control.
- 11.3.2 Forced quarantine of the employee in accordance with community health requirements.
- 11.3.3 The illness of a member of the employee's immediate family which shall include spouse, registered domestic partner, son or daughter, stepchildren, mother or father, stepmother or stepfather, mother-in-law or father-in-law, or any person who is a resident of the employee's household, and dependent on them for medical care.
- 11.4 NOTIFICATION — An employee on sick leave shall notify the department head or the department head's designee of the fact and the reasons therefore within two (2) hours (when possible) prior to the beginning of the employee's scheduled shift, and shall complete a sick leave report upon return to work.
- 11.4.1 After three days, if required by the department head or the department head's designee, the employee shall provide a statement from the healthcare provider to the department head or designee stating the employee was seen for an illness or injury. The three-day limitation shall not apply if the employer has cause to believe that sick leave is being abused.
- 11.4.2 Failure to provide notice or provide a physician's statement and/or complete a sick leave report as required herein, may be cause for denial of such leave with pay for the period of absence.
- 11.5 Employees entitled to leave under the Family and Medical Leave Act of 1993 (FMLA) shall use, concurrent with such leave, accrued sick leave or vacation leave as part of the FMLA leave.

ARTICLE 12 TEMPORARY DISABILITY LEAVE

- 12.1 TEMPORARY DISABILITY LEAVE — Employees who are physically unable to perform the functions of their position for any medical reason may be placed on temporary disability leave. Temporary disability leave may be granted for illness, injury, or surgery and shall only be granted for the period of disability up to six (6) months. Temporary disability leave shall be granted for the period of disability up to six (6) months as a result of an on-the-job injury.
- 12.2 The City may, at its discretion, extend the temporary disability leave for an additional six (6) months with the total leave in no case to exceed twelve (12) months.
- 12.3 An employee receiving sick leave with pay, who simultaneously receives compensation under the Workmen's Compensation Law, or other insurance plan paid for by the City, shall receive for the duration of such compensation, only the portion of the employee's

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

- 12.4 During the temporary disability, the Employer shall continue to pay health & welfare premiums. Except in the case of on the job injuries, at the time sick leave, vacation credits, or compensatory time are exhausted, or if the employee chooses not to use sick leave, vacation credits, or compensatory time, the Employer shall cease payment of said health & welfare premiums to be effective the first full month following exhaustion of said sick leave, vacation credits, compensatory time, or refusal to use same.
- 12.5 Upon expiration of temporary disability leave, the employee shall be assigned to the same position, if open, occupied before the leave or to an equivalent open position. The Employer shall in good faith endeavor to place the employee into a job commensurate with the employee's previous position. Should a commensurate position be unavailable, the employer may place the employee in a lower classification position at the salary level of the lower position closest to the salary of the higher position. At such time as the original position becomes open the employee shall be given the option of returning to the original position.
- 12.6 Notwithstanding any of the above, leave benefits shall be no less than those granted in the Federal Family and Medical Leave Act, as now stated or hereinafter amended.

ARTICLE 13 BEREAVEMENT LEAVE

- 13.1 BEREAVEMENT LEAVE — At the request of the employee, up to three (3) days of bereavement leave with pay shall be granted to the employee upon the death of a member of the employee's immediate family. The length of leave granted beyond three (3) days shall be determined by the department head or the department head's designee, and shall be deducted from sick leave, vacation leave, or compensatory time as the employee chooses.

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

ARTICLE 14 MATERNITY LEAVE

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

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

ARTICLE 15 HOURS OF WORK

15.1 WORK WEEK — The work week shall be forty (40) hours of work to consist of five (5) consecutive days. Each day shall be eight (8) consecutive hours exclusive of meal periods, beginning on Monday of each week and ending on Friday of that week. For FLSA/payroll purposes, the workweek shall be defined as a seven (7) day period beginning at 12:00AM on Sunday and ending at 11:59PM on Saturday. An alternative work week consisting of forty (40) hours to be worked in a four (4) or five (5) consecutive day period or a nine (9) – eighty (80) schedule to be worked over a two (2) week period, where an employee works eight (8) nine (9) hour days and one (1) eight (8) hour day may be scheduled by mutual agreement between the employee and the Employer. A change in scheduled work hours may be made by mutual agreement of the Employer and Employee or with at least forty-eight (48) hours notice by the Employer to the Employee. Changes in schedules will be communicated to affected employees orally or by posting on the bulletin board.

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

15.3 STANDBY PAY — Employees required to be on standby shall receive a standby premium of twenty-five dollars (\$25.00) per weekday and thirty (\$30.00) per day for weekend

days and holiday(s) for all days assigned, provided; the employer shall establish a volunteer list of those employees who are assigned to standby. With reasonable cause, the employer reserves the right to refuse any employee who requests to be placed on the list.

- 15.4 CALLBACK — Employees who are called back to work shall receive one and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours worked; provided, however, the employee shall receive not less than two (2) hours at the overtime rate . If an employee is called out a second time outside of the first two-hour period, the employee shall receive an additional emergency callback of not less than two (2) hours at the overtime rate. If the employee is not required to return to work, i.e., is able to accomplish the work by using the laptop computer, then callback compensation shall be a minimum of one (1) hour at one and one-half (1 1/2) times their regular straight time hourly rate of pay or actual hours worked, if in excess of one (1) hour.
- 15.5 Each employee, who because of the nature of duty and the request of the department head or the department head's designee, works any portion of any holiday, shall be compensated at the rate of two (2) hours straight time for each hour worked. Compensation shall be compensatory time off or pay at the employee's discretion.
- 15.6 Each employee who is called back to work during the employee's prearranged vacation period, shall be reimbursed all scheduled, unused vacation time. The employee shall be paid at the rate of one and one half (1 1/2) times their regular straight time hourly rate of pay for that period of time that they would have been on vacation.
- 15.7 COMPENSATORY TIME — Employees may accrue up to sixty-four (64) hours compensatory time.

ARTICLE 16 WAGES

- 16.1 WAGES — Employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth in Appendix 'A' to this Agreement.
- 16.2 The parties hereto agree that the wages in effect and now being paid to the employees who are covered under the terms of this Agreement, shall not be reduced in view of the provisions of this Agreement.
- 16.3 DEFERRED COMPENSATION. Employees shall be granted up to a \$75 employer matching contribution to the employee's ICMA-RC 457 deferred compensation account.

ARTICLE 17 UNION ACTIVITIES

- 17.1 LEAVE FOR UNION OFFICIALS. The bargaining unit may designate three (3) official representatives who are employees in the bargaining unit to be granted time off with pay while conducting contract negotiations, but limited to one (1) official representative

for grievance and/or issue resolutions in addition to the member/grievant and business agent. All time off for union business shall be taken only when the City is able to adequately staff the employee's job duties during the time-off, and the actual wage cost to the City is no greater than the cost that would have been incurred had the union official not taken time-off. The bargaining unit may designate up to two (2) additional employees in the bargaining unit to participate in contract negotiations provided said employees take vacation time, flex their shifts, or take leave without pay; provided that said additional representative(s) notifies the City at least forty-eight (48) hours prior to the time off and the City is able to properly staff the employee's job duties during the time-off at the City's sole discretion.

17.2 The Union agrees that there shall be no work stoppage due to a strike during the term of this Agreement.

ARTICLE 18 GRIEVANCE PROCEDURE

18.1 "Grievance," as used herein shall mean any dispute or controversy that may arise over the interpretation or application of an express provision of the Agreement.

18.1.1 STEP ONE — Within fifteen (15) calendar days of knowledge of the occurrence or the situation, condition or action giving rise to an alleged employee grievance, but in no event more than ninety (90) calendar days from the alleged occurrence, the grievant and/or a representative shall present the grievance to the employee's immediate supervisor or department head.

18.1.2 STEP TWO — If a satisfactory settlement is not reached, the grievance shall be reduced to writing and presented to the Mayor or the Mayor's designated representative, who shall schedule a meeting as soon as possible for the purpose of hearing the grievance and shall render a decision within thirty (30) calendar days of receiving the grievance. The written grievance shall contain the specific contract violation, the relevant facts and the remedy sought by the grievant.

18.1.3 STEP THREE — If a satisfactory settlement is not reached in Step Two, either party may submit the matter to arbitration within thirty (30) calendar days following the completion of Step Two.

18.2 ARBITRATOR — Should the parties be unable to agree upon an Arbitrator, a list of eleven (11) Washington State arbitrators shall be requested from the Public Employment Relations Commission. Both parties shall meet and strike a name until one (1) Arbitrator is selected.

18.2.1 The decision of the Arbitrator shall be final and binding on both parties; provided, however, the arbitrator shall have no power to add to, subtract from or alter, change, or modify the terms of this Agreement, and the Arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

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

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

ARTICLE 19 AMENDMENTS

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

ARTICLE 20 EDUCATION PAY

20.1 EDUCATION — It is the policy of the City to provide and encourage training opportunities, including attendance at workshops and seminars, for as many regular employees as possible, within budget appropriations and subject to prior approval by the authorizing supervisor or Department Head. The objective of this policy is to encourage and motivate employees to improve their personal capabilities in the performance of their assigned duties. Tuition and fees for such approved training will be paid for by the assigned department when approved by the authorizing supervisor or Department Head.

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

ARTICLE 21 OUT OF CLASS PAY

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

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

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

ARTICLE 22 INSPECTION PRIVILEGES

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

ARTICLE 23 MANAGEMENT RIGHTS

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

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

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

ARTICLE 24 SAVINGS CLAUSE

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

ARTICLE 25 PERSONNEL FILES

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

ARTICLE 26 DISCIPLINARY ACTION

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

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

ARTICLE 27 CERTIFICATION

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

27.1.3 Valid certifications shall include those certifications on the following lists, provided however that those employees who are assigned to work 50% or more in either water and/or sewer shall have at least two (2) of their certifications from List "A" in order to qualify for certification pay. The City will pay the class, testing, and certification fees for those certifications on the "A" and "B" lists. All Maintenance Workers shall obtain and maintain a Class "A" CDL license as a condition of employment. The employee shall be personally responsible for the initial certification. The City will pay for all subsequent renewals. All current bargaining unit members hired on or before 1/1/08 shall be grandfathered for the Class "A" CDL requirement.

List "A" Certifications

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

List "B" Certifications

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

27.2 Proof of valid certification shall be provided to the Human Resources designee by the employee claiming certification pay by no later than February 1st each year, or within 10 days of receipt of certification. When renewing certifications are paid for by the City, a confirmation of payment from the paying department will serve as proof of valid certification. The employee will need to provide a copy of the certification once received to Human Resources. Failure to provide proof of certification shall be cause to suspend certification premium pay until such time as proof of certification is received by Human Resources. Payment for certifications will become effective at the beginning of the next pay period and will not be paid retroactively.

ARTICLE 28.....CONTRACTING BARGAINING UNIT WORK

28.1 Prior to contracting out work currently performed by bargaining unit employees, the City agrees to provide 45 days advance notice to the Union of the City's intent to contract out the work, and afford the Union an opportunity to meet and confer regarding the City's intent.

ARTICLE 289 ... DURATION

29.1 This Agreement shall become and remain in full force and effect from January 1, 2013 through December 31, 2014.

DATED this _____ day of May, 2013.

CITY OF BONNEY LAKE

AFSCME LOCAL #120

Neil Johnson, Mayor

Ethan Fineout, Staff Representative

Jenna Richardson, Human Resources
Manager

Keith Proctor, Chairperson

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

(JANUARY 1, 2013 THROUGH DECEMBER 31, 2014)

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

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

Job Titles/Salary Ranges

2013 AFSCME Salary Schedule

POSITION	Grade	Minimum Rate (Mo.)	Maximum Rate (Mo.)	Grade
	1	\$2,099.13	\$2,762.03	1
Cook	2	\$2,209.61	\$2,907.40	2
Senior Center Aide	3	\$2,325.91	\$3,060.42	3
	4	\$2,448.33	\$3,221.49	4
Laborer	5	\$2,577.19	\$3,391.04	5
	6	\$2,712.83	\$3,569.51	6
Senior Services Assistant	7	\$2,855.61	\$3,757.39	7
Administrative Specialist I Court Clerk I Custodian	8	\$3,005.90	\$3,955.14	8
Meter Reader	9	\$3,164.12	\$4,163.31	9
Administrative Specialist II Court Clerk II Maintenance Worker I	10	\$3,330.65	\$4,382.44	10
Accounting Specialist I Administrative Specialist III GIS Assistant Permit Technician I Senior Meter Reader	11	\$3,505.94	\$4,613.08	11
Accounting Specialist II Court Clerk III Engineering Technician I Mechanic I	12	\$3,690.46	\$4,855.88	12
Accounting Specialist III Administrative Specialist IV Maintenance Worker II Permit Technician II PC Network Specialist	13	\$3,884.67	\$5,111.41	13
Building Inspector I Construction Inspector Engineering Technician II Mechanic II	14	\$4,089.16	\$5,380.47	14
Assistant Planner	15	\$4,304.38	\$5,663.65	15
Building Inspector II Permit Coordinator	16	\$4,530.92	\$5,961.74	16
Code Enforcement Officer Crew Leader Maintenance Electrician	17	\$4,769.39	\$6,275.52	17
Assistant Engineer Associate Planner GIS Analyst Plans Examiner	18	\$5,020.41	\$6,605.81	18
	19	\$5,271.44	\$6,936.10	19

2014 AFSCME Salary Schedule

		Minimum	Maximum	
POSITION	Grade	Rate (Mo.)	Rate (Mo.)	Grade
	1	\$2,141.11	\$2,817.27	1
Cook	2	\$2,253.81	\$2,965.54	2
Senior Center Aide	3	\$2,372.43	\$3,121.63	3
	4	\$2,497.30	\$3,285.92	4
Laborer	5	\$2,628.73	\$3,458.86	5
	6	\$2,767.09	\$3,640.90	6
Senior Services Assistant	7	\$2,912.72	\$3,832.54	7
Administrative Specialist I Court Clerk I Custodian	8	\$3,066.02	\$4,034.24	8
Meter Reader	9	\$3,227.40	\$4,246.57	9
Administrative Specialist II Court Clerk II Maintenance Worker I	10	\$3,397.26	\$4,470.08	10
Accounting Specialist I Administrative Specialist III GIS Assistant Permit Technician I Senior Meter Reader	11	\$3,576.06	\$4,705.35	11
Accounting Specialist II Court Clerk III Engineering Technician I Mechanic I	12	\$3,764.27	\$4,953.00	12
Accounting Specialist III Administrative Specialist IV Maintenance Worker II Permit Technician II PC Network Specialist	13	\$3,962.36	\$5,213.64	13
Building Inspector I Construction Inspector Engineering Technician II Mechanic II	14	\$4,170.94	\$5,488.08	14
Assistant Planner	15	\$4,390.47	\$5,776.92	15
Building Inspector II Permit Coordinator	16	\$4,621.54	\$6,080.98	16
Code Enforcement Officer Crew Leader Maintenance Electrician	17	\$4,864.78	\$6,401.03	17
Assistant Engineer Associate Planner GIS Analyst Plans Examiner	18	\$5,120.82	\$6,737.93	18
	19	\$5,376.87	\$7,074.83	19

Employees will receive a 3% pay increase until the maximum rate of pay is achieved. No rate of pay shall exceed the maximum rate of pay. Any certification pay will be in addition to these rates.

A.2 Employees shall be granted a 1.5% cost-of-living adjustment (COLA) retroactive to January 1, 2013.

A.3 On January 1, 2014, employees shall be granted a 2% cost-of-living adjustment (COLA).

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

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

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

(JANUARY 1, 2013 THROUGH DECEMBER 31, 2014)

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

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

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

Executive Summary of Changes to
2013-2014 AFSCME Local #120 Collective Bargaining Agreement

1. Term of Contract – 2 years
2. Life Insurance – increase from \$20k to \$50k with an actuarial adjustment based on age of employee
3. Comp time – increase from 40 hours to 64 hours
4. Medical:
 - a. 2013 – Employee will pay \$0 towards cost of premium; Spouse and Dependent will be paid at 10% of the actual premium (Effective July 1, 2013)
 - b. 2014 – Employee will pay \$0 towards cost of premium; Spouse and Dependent will be paid at 15% of the actual premium
 - c. AWC High Deductible Health Plan with HSA, with premiums paid 100% by the employer
 - d. Bargaining unit members will be eligible for the “Medical Cost Savings Program” as detailed in City Policy on a first come first serve basis along with non-represented staff
5. Standby Pay: \$25/day for weekdays and \$30/day for weekend days and holidays
6. Prior to contracting out work currently performed by bargaining unit employees, the City agrees to provide 45 days advance notice to the Union of the City’s intent to contract out the work, and afford the Union an opportunity to meet and confer regarding the City’s intent.
7. Wages:
 - a. 2013 – 1.5% (Retroactively to January 1, 2013)
 - b. 2014 – 2%

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

Department/Staff Contact: Admin Srvc / Edvalson	Meeting/Workshop Date: 28 May 2013	Agenda Bill Number: AB13-73
Agenda Item Type: Motion	Ordinance/Resolution Number: ---	Councilmember Sponsor:

Agenda Subject: Appointing Voting Delegates to the 2013 AWC Annual Conference Business Meeting

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing Three Voting Delegates To The 2013 AWC Annual Conference Business Meeting.

Administrative Recommendation: None.

Background Summary: While all of the City's elected officials have registered for the Association of Washington Cities Annual Conference in Kennewick, only three of them may be registered to vote at the annual business meeting associated with the conference. The voting delegates help select the Association's Board of Directors, receive a legislative update from 2013 and help shape the legislative agenda for the next session of the State Legislature. The names of the voting delegates must be submitted no later than June 20th.

Attachments: Delegate form.

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

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent Agenda:	<input 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): 05/28/13	Tabled to Date:

APPROVALS		
Director: <i>HTE</i>	Mayor: <i>NHJ</i>	Date Reviewed by City Attorney: N/A (if applicable):



2013 Voting Delegates

City/Town of

Name:

Title:

Name:

Title:

Name:

Title:

Contact name:

Email:

Send Form

Association of Washington Cities
1076 Franklin St. SE

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